

**AGENDA**  
**PUBLIC WORK'S COMMITTEE MEETING**  
**Wednesday, June 14<sup>th</sup>, 2023**  
**5:30 P.M., Allouez Village Hall**

1. CALL TO ORDER / ROLL CALL
2. ELECT COMMITTEE CHAIRPERSON
3. MODIFY/ADOPT AGENDA
4. APPROVE MINUTES from the April 12<sup>th</sup>, 2023 meeting
5. ANNOUNCEMENTS
6. PUBLIC APPEARANCES

**NEW BUSINESS:**

7. DISCUSSION/ACTION RE: REQUEST TO USE ARPA FUNDS TO REPAIR FUEL ISLAND (DPW Gehin)
8. DISCUSSION/ACTION RE: 2022 CMAR (DPW Gehin)

**DISCUSSION/REPORT:**

9. DISCUSSION RE: LIBAL STREET PROJECT UTILITY IMPROVEMENTS – raSMITH ENGINEERING AGREEMENT (DPW Gehin)
10. DISCUSSION RE: LIBAL STREET SURFACE TRANSPORTATION BLOCK GRANT (STBG) APPLICATION – DE PERE to HWY 172 (DPW Gehin)
11. DISCUSSION RE: 2023 ANNUAL DNR RECYCLING REPORT (DPW Gehin)
12. DISCUSSION RE: LIBAL STREET REAL ESTATE ACQUISITION – UPDATE (DPW Gehin)
13. DISCUSSION RE: 2023 CONSTRUCTION PROJECT UPDATE (DPW Gehin)
14. 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.

**JOINT PUBLIC WORKS / PARKS, RECREATION, & FORESTRY COMMITTEE MEETING Minutes**  
**FOLLOWED BY PUBLIC WORKS COMMITTEE MEETING**  
**Wednesday, April 12<sup>th</sup>, 2023**  
**5:30 P.M., Allouez Village Hall**

Public Works Committee members:

Present: Genrich, Beyler, Collison

Excused: Green, Lefebvre

Parks, Recreation & Forestry Committee members:

Present: Faller, Atwood, Mathwig, Borowski, Hallberg, Seidl

Also Present: Gehin, Lange, Clark

CALL TO ORDER / ROLL CALL

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

MODIFY/ADOPT AGENDA

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

Seidl arrived at 5:40pm.

DISCUSSION/ACTION: RIVERVIEW PARK REGIONAL STORMWATER POND

Nick Vande Hey, PE, McMahon Engineers/Architects presented an overview of the Village of Allouez Stormwater Pond options for Riverview Park and the requirements the Village of Allouez needs to follow.

Federal Clean Water Act – US Environmental Protection Agency requires each state to identify water bodies that are not ‘fishable or swimmable’. Each state also needs to identify the pollutants causing the water body impairment.

- Sediment and Phosphorus
- Total Maximum Daily Load (TMDL)
- Allouez was issued its initial Municipal Stormwater Permit Wisconsin DNR in late 2006.
- Stormwater Pathways
- Permit Requirements
- Best Management Practices
- Riverview Park Watershed is 150 acres

Pond Options:

1. Located at the original selected location in approximately early 2000s which is south of the existing Riverview Park parking lot. Cost is estimated at \$830,000. DNR grant is available (\$150,000) at this location.
2. Located on current softball diamonds 4 & 5. Total cost is estimated at \$2,150,000 and is DNR grant eligible (\$150,000)
3. Located near the corner of E. Broadview Drive and East River Drive. Estimated cost is \$1,070,000. DNR grant is not available at this location due to being constructed in current wetlands.

Project schedule:

- Apply for DNR Grant: April 15, 2024
- Construction starts: April 15, 2025
- Construction ends: September 15, 2025
- Prairie and wetland plantings: Summer and Fall, 2026

Discussion:

- This is the first step as a neighborhood meeting will need to be scheduled in the next couple of months.
- Do we need to add any ponds on the Fox River side?
- Will this come back to each committee for final approval?

No action taken.

#### ADJOURNMENT

**Atwood/Seidl moved to adjourn at 6:28pm. Motion carried.**

*Minutes submitted by Brad Lange, Chris Clark and Sean Gehin*

## **PUBLIC WORKS COMMITTEE MEETING Minutes**

**Wednesday, April 12<sup>th</sup>, 2023**

Present: Genrich, Beyler and Collison  
Also present: Gehin, Lange  
Excused: Green, Lefebvre

### CALL TO ORDER / ROLL CALL

Genrich called the meeting to order at 6:30pm.

### MODIFY/ADOPT AGENDA

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

### APPROVE MINUTES from the March 15<sup>th</sup>, 2023 meeting

**Beyler/Collison moved to approve the minutes from March 15, 2023. Motion carried.**

### ANNOUNCEMENTS

None

### PUBLIC APPEARANCES

None

### DISCUSSION/ACTION RE: REQUEST TO USE ARPA FUNDS TO REPAIR FUEL ISLAND

Gehin:

- The fuel containment (plastic sumps) located below Village owned dispensers is no longer water tight and in need of repair. In general, the proposed repair includes the replacement of the existing sumps, underground piping, seals and the restoration of the existing pavement. Work to also include the replacement of the transition sump along with seals located adjacent to the above ground storage tank.
- The Village has received quotes from the following petroleum service contractors:
  - o Northwest Petroleum Services - \$88,835.34
  - o Walt's Petroleum Services - \$53,000.15
- Both contractors are offering a 10-year warranty on their work.

As discussed previously, Village staff is requesting to use ARPA funding to complete needed repair.

Discussion:

Should we consider adding a cover over the fuel island?

Beyler moved to approve \$78,000 with a \$20,000 buffer to cover the area.

Beyler withdrew his motion.

**Collison/Beyler moved to table the item for one month. Motion carried.**

#### DISCUSSION/ACTION RE: 2023 STREET RECONSTRUCTION INSPECTION AND STAKING SERVICES

Gehin:

- The Public Works Department has requested proposals from engineering consultants for assistance with the construction inspection (1 full time inspector) and staking of this year's Street and Utility Reconstruction Projects. No proposals were received for inspection services.
- Subsequently has since reached out to a local consultant who had not previously received the RFP. The consultant indicated ability to provide an inspector and will be providing a proposal for inspection services in the near future.
- Mead and Hunt provided a proposal for construction staking.
- Construction inspection and staking proposals will be added to the April 18, 2023 Village Board agenda for action.

No action taken.

#### DISCUSSION RE: AL-2023-01 STREET & UTILITY RECONSTRUCTION BID

Gehin:

- The Bids for the Roselawn Blvd. street and utility reconstruction project were opened on Tuesday, March 28<sup>th</sup>.
- Eight bids were received with the resulting bid tabulation attached.
- David Tenor Corp. is the low bidder at a base bid amount of \$1,044,767.10. The estimated construction cost for the project was \$1.2 million.
- Similar to the 2021 project, the construction of sidewalk along the northside of Roselawn Blvd was bid as an alternate to the project. The purpose of doing so was to design a roadway that could accommodate the construction of sidewalk and to better understand sidewalk cost.
- The street reconstruction project to funded by Bond financing.
- The Village Board on April 7<sup>th</sup> moved to accept the low base bid submitted by David Tenor Corp.

#### DISCUSSION RE: AL-2023-02 STREET & UTILITY RECONSTRUCTION BID

Gehin:

- The Bids for the Karen Ln., Allouez Terr., and Jackson St. Street and Utility Reconstruction Project were opened on Thursday, March 30<sup>th</sup>.
- Six bids were received with the resulting bid tabulation attached.
- Peters Concrete Company is the low bidder at a bid amount of \$1,691,288.91. The estimated construction cost for the project was \$1.6 million.
- The street reconstruction project to funded by Bond financing.
- The Village Board on April 7<sup>th</sup> moved to accept the low base bid submitted by Peters Concrete Company.

#### DISCUSSION RE: REPLACEMENT OF EXISTING GARBAGE AND RECYCLING CARTS

Gehin:

- Existing garbage and recycling carts purchased by the Village in 2004 have exceeded their life expectancy and after years of regular use, frigid temperatures and harsh sunlight, the carts are beginning to break down.
- By Code it is the homeowner's responsibility to purchase a new cart from the Village. The cost of a new cart is \$70 each. Once paid for, the carts are delivered to the homeowner and the Village will also dispose of the old worn-out cart.
- The new purchased 96 Gallon Toter carts include manufacture warranties of 12- and 10-years for cart body and all other components respectively.
- Over the past few years the Village has purchased approximately 800 garbage and recycling carts for homeowner purchase and use.

DISCUSSION RE: 2022 MS4 STORMWATER ANNUAL REPORT TO WDNR

Gehin:

- The Village owns, operates and maintains a municipal storm sewer system.
- Pursuant to DNR administrative rules, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the DNR on stormwater activities completed for the previous calendar year.
- A brief overview of the report was provided.

ADJOURNMENT

**Collison/Beyler moved to adjourn at 6:58pm. Motion carried.**

*Minutes submitted by Brad Lange and Sean Gehin.*

# 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

Date: April 11, 2023

### REQUEST TO USE ARPA FUNDS TO REPAIR THE FUEL ISLAND

The fuel containment (plastic sumps) located below Village owned dispensers is no longer water tight and in need of repair. In general, the proposed repair includes the replacement of the existing sumps, underground piping, seals and the restoration of the existing pavement. Work to also include the replacement of the transition sump along with seals located adjacent to the above ground storage tank.

The Village has received quotes from the following petroleum service contractors: The quotes have been provided for your review and reference.

Northwest Petroleum Services - \$88,835.34

Walt's Petroleum Services - \$53,000.15

Both contractors are offering a 10-year warranty on their work.

As discussed previously, Village staff is requesting to use ARPA funding to complete needed repair.

Suggested Motion.

Recommendation by the Public Works Committee to the Village Board to utilize ARPA funding in the amount of \$58,000 for the repair of the fuel island containment system.

Photos of Existing Fuel Island



Picture of Ex. Fuel Island



Picture of Diesel and Gas Tank





Picture of Fuel Dispenser – Diesel

Village of Allouez  
Attn: Sean Gehin  
1900 Libal St.  
Allouez, WI 54301

**PROPOSAL**  
March 21, 2023

### **SUMP REPAIR PROJECT**

Repair compromised sumps by performing the following:

- Remove concrete and asphalt to expose underground lines and sumps (see concrete page 3)
- Raise dispensers to expose sumps
- Remove and replace underground piping (see piping page 2)
- Remove and replace dispenser sumps and transition sump (see piping page 2)
- Remove and replace sump entry fittings (see piping page 2)
- Reuse existing sensors
- Electrical to include:
  - Disconnect and reconnect 3 dispensers and sensors (cut back and reuse conduits and wire)
  - Disconnect and reconnect 1 transition sump sensor (cut back and reuse conduit and wire)
- Note: There may be additional charges if conduits or wire cannot be reused.*
- Start up testing included
- Permits included

Subtotal    \$ 16,380.02  
Sales Tax        0.00  
**TOTAL    \$ 16,380.02**

Valid for 10 Days  
Down Payment Required  
Balance on Delivery

Quoted By:



Nate White

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**Please Sign And Return One Copy**

Village of Allouez  
1900 Libal St.  
Allouez, WI 54301  
Page 2

**PROPOSAL**  
March 21, 2023

### **PIPING**

10 – APT ¾” Conduit Rigid Entry Boots (underground in dispenser and transition sumps)

6 – APT 1.5” Rigid Entry Boots (underground in dispenser and transition sumps)

2 – APT 2.0” Flex Entry Boots (aboveground on transition sump)

1-1/2” APT Double Wall Flexible Underground Piping

3 – APT Dispenser sumps

1 – APT Transition sump

All Other Necessary Fittings and Materials

*\*Warranty Info: These parts (sumps, entry fittings, and piping) when installed together as a complete system are covered under Franklin Fueling Systems 10yr warranty.*

Subtotal \$ 14,620.13  
Sales Tax 0.00  
**TOTAL \$ 14,620.13**

Valid for 10 Days  
Down Payment Required  
Balance on Delivery

Quoted By:



Nate White

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**Please Sign And Return One Copy**

**CONCRETE**

Remove and replace concrete to facilitate piping repairs.  
6' x 50' x 8" thick concrete in front of fuel island.  
50' x 5' trench behind fuel island to expose lines.  
50' x 10' asphalt area between island and tank.  
Remove (3) 8" bollards by transition sump.  
Saw cut, break out and haul old concrete/asphalt away.  
Trench for new piping.  
Saw cut (3) 4'x4' island sections for new dispenser sumps.  
Backfill with pea gravel.  
Backfill asphalt area – village will asphalt this area.  
Backfill grass area – village will landscape this area.  
Pour new concrete 6' x 50' x 8" thick.  
Pour (3) island sections back in concrete and match to existing.  
Pour 4' x 4' area around transition sump and (3) 6" bollards.  
All concrete will be an 8 bag mix and reinforced with ½" re bar 2' o/c each way.  
Cure and seal after poured.  
Barricades by others.  
All permits by others.

*\*Note: We typically install a standard 6" bollard. If 8" bollards are required to match existing ones, there will be an additional cost of \$1,000.00 per bollard (will need 3) as our concrete company does not supply them and we will need to custom order them.*

Subtotal	\$ 22,000.00
Sales Tax	0.00
<b>TOTAL</b>	<b>\$ 22,000.00</b>

Valid for 10 Days  
Down Payment Required  
Balance on Delivery

Quoted By:



Nate White

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

## Payment Schedule

Customer Information  
Village of Allouez  
1900 Libal St.  
Allouez, WI 54301

Date  
March 21, 2023

Page  
4

	Amount	Down/Payment	Balance on Notification or Delivery
TANK REMOVAL			\$0.00
INSTALLATION GROUP	\$16,380.02	\$5,405.41	\$10,974.61
APT PIPING SYSTEM	\$14,620.13	\$4,824.64	\$9,795.49
GILBARCO GAS EQUIPMENT			\$0.00
GILBARCO DIESEL EQUIPMENT			\$0.00
POS EQUIPMENT			\$0.00
VEEDER ROOT EQUIPMENT			\$0.00
SUBMERSIBLE EQUIPMENT			\$0.00
TANKS			\$0.00
CANOPY			\$0.00
EXCAVATION			\$0.00
CONCRETE	\$22,000.00	\$7,260.00	\$14,740.00
PERMITS - FEES			
<b>TOTALS</b>	<b>\$53,000.15</b>	<b>\$17,490.05</b>	<b>\$35,510.10</b>

33% Down Payment Required with Order

Bid Valid for 10 Days

City and Local Permits are billed to the customer at our cost if acquired by Walt's Petroleum Service

Approved Change Orders will be included in Progressive Billing

Customer responsible for Local building permits.

Contract billed for as work progresses

1-1/2% interest charged after 30 days.

Customer accepts Walt's Petroleum Service, Inc. TERMS AND CONDITIONS on following page.

When signed and accepted by customer this document becomes a binding and legal contract

Accepted By \_\_\_\_\_

Date Accepted \_\_\_\_\_

**PLEASE RETURN ONE SIGNED COPY**



859.781.0402

859.781.1451 fax

www.mid-valleysupply.com

106 Commerce Drive., South Point, OH 45680

315 East 15th Street, Covington KY 41011

2228 Yandes Street, Indianapolis, IN 46205

4080 N. 20th Ave, Wausau, WI 54401



## Quote

Page: 1

Order Number: 0065386

Order Date: 12/29/2022

Salesperson: MM28

Customer Number: 02-50000S

## Sold To:

Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301

## Confirm To:

## Ship To:

Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301

Customer P.O.		Ship VIA	F.O.B.	Terms		
Bid #2				COD		
Whse	Item Code	Description	Quantity	Unit	Price	Amount
SCOPE OF WORK: Northwest Petroleum Service purposes to replace the existing product piping, dispenser sumps and a transition sump						
**PLEASE NOTE** This bid is for the parts specifically listed below. Any additional parts needed will be billed on a time and material basis						
400	DS3915OVATION	UPP PE SUMP FOR WAYNE	3.00	EACH		
400	AST-2922	TRANSITION SUMP	1.00	EACH		
400	SBK-25	STABILIZER BAR KIT	5.00	EACH		
400	662-501-902	1-1/2"" EMERGENCY VALVE DBL PO	5.00	EACH		
	/N-400	Stainless Steel Island Forms	3.00	EACH		
400	TEE-XP-150	1-1/2"" TEE CLAMSHELL NON SWIV	1.00	EACH		
400	ELB-XP-150	1-1/2"" ELBOW CLAMSHELL NON-SW	4.00	EACH		
400	FF15X18HMXEZ	FIREMAN 1.5X18 HMX EZ CONN	5.00	EACH		
400	407493002	GASKET FOR EZ FITTINGS	5.00	EACH		
400	EZCLAMP	EZ-FIT CLAMP 2"	5.00	EA		
400	REB-150-SC	RIGID ENTRY BOOT 1.5""SC PIPE	6.00	EACH		
	/BID LABOR - WI	Installation	1.00	EACH		
	/N-400	Misc. Materials	1.00	EACH		
	/N-400	Plans & Permits	1.00	EACH		
400	XP-150-SC-1000	1-1/2"" XP DW FLEX PIPE	250.00	FT		
	/SUB-400	Excavation/Concrete Services	1.00	EACH		



859.781.0402

859.781.1451 fax

www.mid-valleysupply.com

106 Commerce Drive., South Point, OH 45680

315 East 15th Street, Covington KY 41011

2228 Yandes Street, Indianapolis, IN 46205

4080 N. 20th Ave, Wausau, WI 54401



## Quote

Order Number: 0065386

Order Date: 12/29/2022

Salesperson: MM28

Customer Number: 02-50000S

## Sold To:

Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301

## Confirm To:

## Ship To:

Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301

Customer P.O.		Ship VIA	F.O.B.	Terms		
Bid #2				COD		
Whse	Item Code	Description	Quantity	Unit	Price	Amount
		Includes: R&R concrete to replace piping and (3) dispenser sumps & (1) transition sump. 10'x50'x8" thick concrete in front of fuel island. 50'x5' behind fuel island to expose lines. 50'x10' asphalt area between island and tank. Remove and replace (2) 6" bollards. Saw cut, break out and haul old concrete away. Trench for new piping. Back fill with pea gravel. Backfill asphalt area, village will asphalt this back in. Backfill grass area, village will landscape this area. Pour new concrete 10'x50'x8" thick. All concrete will be 8 bag mix and reinforced with 1/2" re bar 2' o/c each way. Cure and seal after poured.				
	/SUB-400	Electrical Services	1.00	EACH		
		Includes: (1) Transition sump, (3) Dispenser sumps upgrade (re-using conduit and wire), Re-using existing conduit and wire from edge of concrete.				



859.781.0402

859.781.1451 fax

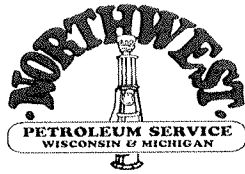
www.mid-valleysupply.com

106 Commerce Drive., South Point, OH 45680

315 East 15th Street, Covington KY 41011

2228 Yandes Street, Indianapolis, IN 46205

4080 N. 20th Ave, Wausau, WI 54401



## Quote

Order Number: 0065386

Order Date: 12/29/2022

Salesperson: MM28

Customer Number: 02-50000S

## Sold To:

Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301  
Confirm To:

## Ship To:

Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301

Customer P.O.	Ship VIA	F.O.B.	Terms
Bid #2			COD

Whse	Item Code	Description	Quantity	Unit	Price	Amount
------	-----------	-------------	----------	------	-------	--------

## NOTE:

Due to industry volatility for carbon steel material, the pricing offered in this quotation is subject to review at time of order placement. Material will be subject to adjustment based on increases occurring between the date of quotation and the time of order placement. We regret the necessity of this action and will discontinue this practice as soon as market conditions permit.

## PRICE:

Prices quoted are for acceptance within 10 days and, unless otherwise stated.

## CALIBRATION:

Northwest Petroleum highly recommends performing a re-calibration of all meters 30 days following installation of used dispensers.  
The cost for the re-calibration is not included in this proposal.

## SALES TAX

Includes estimated sales tax, actual sales tax will be added to the invoice.

**COLD WEATHER CONCRETE** - In the event that concrete is poured during cold weather, NPS is not responsible for chipping, cracking, or spaulding of concrete, due to cold weather pours. Furthermore, NPS is not responsible for additional cost of heated concrete, unless otherwise specified in the contract. It is highly recommended that salt or any chemical based deicer is NOT used after installation to prevent concrete related problems.

## EXCLUSIONS

Does not include crane, dewatering, site work for grade changes or materials to improve traffic areas, site restoration with asphalt or landscaping, canopy drain tie-in to storm sewer, painting, extra costs associated with winter conditions, backroom software, networking, phone lines, ip address, dumpster, upgrades to existing equipment other than stated, satellite/modem for credit card acceptance, kiosk under canopy, pay phone on property, fire extinguisher, garbage cans, windshield service center, site signage material/installation, or local permits. Excavation services do not include dewatering or work related to soil, water, contamination or problems related to excavation if encountered by rock, frost, utilities or excess caving. Unused soils to be stockpiled and left on site.

Net Order:	88,835.34
Less Discount:	0.00
Freight:	0.00
Sales Tax:	3,268.19
<b>Order Total:</b>	<b>92,103.53</b>



## TERMS AND CONDITIONS

This proposal, when accepted by the Purchaser, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal.

**PRICES** – Prices quoted are for acceptance within 10 days and, unless otherwise specified, are subject to change without notice after that date.

**DELIVERY** – Delivery promises are contingent upon fires, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading.

**NEW EQUIPMENT WARRANTY** – Northwest Petroleum Service Inc. will warrant equipment as far as the manufacturers extend warranties for equipment and labor to Northwest Petroleum Service Inc. from the date of installation or delivery. Ordinary use, wear and tear or damage from abuse or accident excepted. Implied warranties of MERCHANTABILITY AND FITNESS for purposes are EXCLUDED. Repair or replacement shall be the sole remedies for defect and shall be made, free of charges, F.O.B. factory, provided factory inspection supports validity of customer's claim. Northwest Petroleum Service Inc. shall not be liable for consequential damages, whether or not arising out of warranty, negligence or otherwise.

**USED EQUIPMENT** – Any used equipment installed as part of the project is provided "as-is". Customer agrees to release, indemnify, hold harmless, and deferent Northwest Petroleum Service Inc. from and against any and all claims, liability, and causes of action at law or equity for loss, damage, injury or death to persons and property, including, but not limited to, environmental contamination, leaks, spills, releases, or discharges by whatsoever or howsoever cause or source, arising or occurring from the acquisitions or use of any used equipment, with the exception of any warranty of title given to Customer by Northwest Petroleum Service Inc.

**EXCAVATING CLAUSE** – Excavation quotations are based on normal soil conditions. In the event any underground structures such as sewers, all utility lines, cables, and conduit are destroyed or damaged during the performance of the contract, the Seller shall not be held responsible. All additional costs resulting from debris, rock, water or wet, running soil, shall be borne by the Purchaser. In the case of winter work, frost removal is not included in the proposal unless specified. Finished grades are to be established and verified by the Customer.

**COLD WEATHER CONCRETE** – In the event that concrete is poured during cold weather, NPS is not responsible for chipping, cracking, or spaulding of concrete, due to cold weather pours. Furthermore, NPS is not responsible for additional cost of heated concrete, unless otherwise specified in the contract. It is highly recommended that salt or any chemical-based deicer is NOT used after installation to prevent concrete related problems.

**TANK FLOATING CLAUSE** – Purchaser will be responsible for filling all underground storage tanks with liquid for ballast immediately upon setting tanks in excavation. The Seller shall notify the Purchaser when product will be needed. The Seller shall not be responsible for the contamination or loss of the product used for ballast. In the event any tanks should float, the Seller shall not be liable for any damages to equipment. All expenses for equipment, labor, and material to reinstall tanks shall be borne by the Purchaser. This policy applies to new installation as well as remodel projects.

**CANOPY** – It is highly recommended that heat tape be installed inside the internal drains located in areas subject to freezing, keep salt away from columns, make sure gutters and downspouts are kept free of debris and the top of the structure be visually inspected once a year.

**RELATED WORK & PERMITS**– Labor, materials, and outside services for electrical, concrete, blacktop, or sewer work, and required local and state permits are not included in the proposals unless specified.

**TAXES & LICENSES** – Prices quoted on equipment and repair parts are subject to Federal, State or Municipal taxes and licenses which may be in effect, or which may be imposed prior to the actual shipment of materials and equipment. All such taxes and license costs are the responsibility of the Customer.

**TERMS** – Unless otherwise specified, terms are net on completion of all services or installation work. Terms on equipment, are cash upon delivery – 30 days on miscellaneous parts and labor.

Delivery to our plant for purposes of convenience or co-ordination shall be considered "Delivery" for billing purposes.

The seller reserves the right to charge Purchaser 1.5% per month on past due balances which is 18% annual percentage rate.

\*\*\*OWNERSHIP – Buyer hereby warrants that he is (they are) the owner of record of the property described in this contract

**NOTICE OF LIEN RIGHTS** – AS REQUIRED BY THE WISCONSIN & MICHIGAN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID. PURCHASER SHALL REIMBURSE SELLER FOR ANY EXPENSE INCURRED BY SELLER IN PROTECTING OR ENFORCING ITS RIGHTS UNDER THIS AGREEMENT BEFORE AND AFTER JUDGEMENT, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES AND ALL EXPENSES INVOLVED IN THE RECOVERY OF SELLER'S DAMAGES.

Shannon Geurink 2/9/2023  
Authorized NPS (Seller) Signature / Date

\_\_\_\_\_  
Purchaser's Signature / Date  
(This becomes a binding contract when signed by purchaser.)

\_\_\_\_\_  
Purchaser's Printed Name

\$92,103.53  
NPS Contract Total

\_\_\_\_\_  
Company Name

0065386  
NPS Contract Number

**From:** [Nate White](#)  
**To:** [Sean Gehin](#)  
**Subject:** Update quote - canopy and sumps  
**Date:** Wednesday, May 3, 2023 9:58:21 AM  
**Attachments:** [image001.png](#)  
[Quote Pages.pdf](#)  
[Payment Page.pdf](#)

---

Good morning Sean,

Please see the attached quote to reflect the added canopy. The price difference is an additional \$71,000.

I went with a 15ft by 55ft canopy which would cover the length of the island and the vehicle(s) getting fuel.

There is a 3ft overhand on the back side and a 12ft overhang on the front side.

The 2 canopy columns would go where the light posts are currently.

The length of the canopy would cover the entire island plus a few feet of overhang on each end.

Hope that all makes sense. There are more details on the quote page.

We can definitely change up any of the dimensions as you or the board sees fit.

Let me know if you have any questions before your meeting next week.

Thanks,

Nate White

Walt's Petroleum Service

2148 S 116<sup>th</sup> St

West Allis, WI 53227

Office: 800-459-4362

Cell: 414-902-0136

[NateW@Waltspetro.com](mailto:NateW@Waltspetro.com)



## Payment Schedule

Customer Information  
Village of Allouez  
1900 Libal St.  
Allouez, WI 54301

Date  
May 3, 2023

Page  
5

	Amount	Down/Payment	Balance on Notification or Delivery
TANK REMOVAL			\$0.00
INSTALLATION GROUP	\$19,290.02	\$6,365.71	\$12,924.31
APT PIPING SYSTEM	\$14,620.13	\$4,824.64	\$9,795.49
GILBARCO GAS EQUIPMENT			\$0.00
GILBARCO DIESEL EQUIPMENT			\$0.00
POS EQUIPMENT			\$0.00
VEEDER ROOT EQUIPMENT			\$0.00
SUBMERSIBLE EQUIPMENT			\$0.00
TANKS			\$0.00
CANOPY	\$47,026.60	\$15,518.78	\$31,507.82
EXCAVATION			\$0.00
CONCRETE	\$43,000.00	\$14,190.00	\$28,810.00
PERMITS - FEES			
<b>TOTALS</b>	<b>\$123,936.75</b>	<b>\$40,899.13</b>	<b>\$83,037.62</b>

33% Down Payment Required with Order

Bid Valid for 10 Days

City and Local Permits are billed to the customer at our cost if acquired by Walt's Petroleum Service

Approved Change Orders will be included in Progressive Billing

Customer responsible for Local building permits.

Contract billed for as work progresses

1-1/2% interest charged after 30 days.

Customer accepts Walt's Petroleum Service, Inc. TERMS AND CONDITIONS on following page.

When signed and accepted by customer this document becomes a binding and legal contract

Accepted By \_\_\_\_\_

Date Accepted \_\_\_\_\_

PLEASE RETURN ONE SIGNED COPY

# 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

### 2022 COMPLIANCE MAINTENANCE ANNUAL REPORT

The WDNR requires communities with wastewater collection systems to submit an annual report summarizing their sanitary sewer inspection and maintenance activities. A draft copy of the completed CMAR report will be provided at the time of the meeting for review and comment. A resolution from the Village Board indicating that the report has been reviewed and approved is required.

A summary of the maintenance activities completed in 2022 along with the report will be reviewed at the committee meeting.

# 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

Date: June 1, 2023

### LIBAL STREET PROJECT UTILITY IMPROVEMENTS – RASMITH ENGINEERING AGREEMENT

The Village of Allouez will be reconstructing Libal Street in 2024 using Federal Surface Transportation Block Grant (STBG) funding. Improvements to the public utilities are not eligible for STBG funding. In general, Village desires to renew the existing sanitary and water laterals from Hwy 172 to Allouez Ave and spot repair sanitary sewer and watermain infrastructure. The work of which will be bid separate from and constructed ahead of street improvement project.

The Village has received an engineering proposal from raSmith to assist with the development of plans, estimate and special provisions. In general, raSmith scope of work to include:

- Kickoff and Plan Review Meetings
- Assemble a topographic survey/base map for the Libal Street utility improvement project utilizing Strand Associate's topographic survey and supplementing the survey with the field collection of water service curb boxes and sanitary sewer invert elevations.
- Prepare final plans, cost estimate and bid proposal. Cost estimate to be prepared using the State of Wisconsin Standard Specification for Highway and Structure Construction and the Village of Allouez Sanitary Sewer and Watermain General Specification bid items.
- Assist with the preparation of traffic control and utility special provisions.

A copy of raSmith's proposal has been included in the agenda packet for your review. raSmith's fee to provide the engineering services is \$27,204. Work of which to be funded by 2023 bond funds.

Suggested Motion.

Staff recommendation to the Village Board to approve raSmith's engineering proposal to provide assistance with the development of the Libal St. project utility improvement plans, estimate and special provisions.

May 25, 2023  
Revised June 1, 2023

Sean Gehin, P.E.  
Director of Public Works  
Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301-2453  
[sean.gehin@villageofallouezwi.gov](mailto:sean.gehin@villageofallouezwi.gov)

Re: Proposal for Village of Allouez 2024 Libal Street Utility Improvements  
raSmith Opportunity No.: 2235350

Dear Sean:

Thank you for allowing raSmith to provide you with a proposal for professional services. We are excited for the opportunity to work with the Village of Allouez on the 2024 Libal Street Utility Improvements. raSmith has the project management skills, relevant experience, and staff availability to deliver a successful project. Our team will review all aspects of your project, discuss your specific needs, and collaborate with you throughout the duration of your project. The contents of this proposal letter spell out the Project Understanding, Project Schedule, Scope of Services to be provided, the Professional Fees, and the Client Responsibilities/Assumptions under which this proposal is being made.

### **Project Understanding**

The Village will be reconstructing Libal Street in 2024 utilizing a Federal grant (Federal Project), which is being designed by Strand Associates, Inc. (Strand). The Federal Project is not yet at 1078 plan milestone. Given improvements to public utilities are not eligible for Federal funding, the Village has requested raSmith to provide survey and design services for the 2024 Libal Street Utility Improvements Project which has two work sections.

The first work section (STH 172 to E. Allouez Avenue) is planned to consist of showing the existing sanitary and water laterals, with new laterals located in the same location, to be replaced from the respective mains to the right of way or curb stop whichever is closer.

- The curb stops are proposed to be replaced as part of the construction project and listed as such on the plans.
- The water lateral locations will be determined by Village field survey.
- The sanitary lateral locations will be provided by the Village based on previously attained closed circuit televising video/reports.
- The existing sanitary sewer manholes inverts for the existing manholes within this section will be provided by the Village.
- Given this work section is slated to be a complete reconstruct as part of the other project, utilizing Strand's proposed roadway line work and through coordination with the Village, the existing hydrants will be evaluated to determine if the proposed roadway geometrics will conflict with the existing hydrant locations. If determined the existing hydrants are in conflict, hydrant relocations will be shown on the plans.



Sean Gehin, P.E., Director of Public Works  
Page 2 / May 25, 2023 – revised June 1, 2023  
Opportunity No. 2235350

The second work section (Allouez Avenue to Dauphin Street and ~300 feet south of Beaupre Street to Beaupre Street) is anticipated to only show potential sanitary sewer lining work and no lateral replacements.

For the complete project, the base map and proposed roadway line work (including alignment data) completed by Strand will be provided by the Village to raSmith along with the field work as supplied by the Village. It is anticipated the plan deliverables will utilize plan and profile views for the utilities, showing the existing storm mains and trunk structures, sanitary sewer main and structures and water main data as well as the proposed storm sewer network as completed by Strand, in a similar fashion as completed for the 2023 Street and Utility Reconstruction Project (AL-2023-01).

### **Scope of Services**

- A. Field Topographic Survey Data: Collect data with the same horizontal and vertical data used by Strand for the Federal Project.
  - 1. Work Section 1 – Obtain existing sanitary sewer manhole inverts, pipe sizes based on GIS/as-built data, water curb stop locations (anticipated 89), and existing water main valve depth to nut measurements from STH 172 to E. Allouez Avenue within Libal Street as provided by the Village of Allouez.
  - 2. Work Section 2 - Obtain existing sanitary sewer manhole inverts, pipe sizes based on GIS/as-built data, from Allouez Avenue to Dauphin Street and E. Saint Joseph Street to Beaupre Street within Libal Street as provided by the Village of Allouez.
  - 3. Provide field collected data into AutoCAD base map and incorporating Strand's base, Village's GIS parcel mapping, as reference, and Village collected sanitary sewer and curb stop location data.
- B. Plan Preparation – raSmith will create the following plan sheets and submit to the Village at Pre-Final and Final stages with comments from the Village incorporated into the Final Plan set. The plan set shall be similar to past project for the Village (AL-2023-01) and shall include:
  - 1. Title Sheet and General Notes Sheets,
  - 2. Utility Construction Details as provided by Village and Standard Detail Drawings specific to traffic control,
  - 3. Detour Plan (based on the Federal Project detour plan as provided by the Village from Strand),
  - 4. Utility Plan & Profile sheets for Work Sections 1 and 2 (anticipated 9 total sheets) with existing sanitary sewer main, water main, existing and proposed storm sewer main profiled. The proposed storm sewer will be provided by the Village from Strand.
- C. Provide Bid Items and Opinion of Costs at the Pre-Final and Final Plan submittal stages.
- D. Assist the Village with Traffic Control and Utility Special provisions and provide the Village the Bid Proposal at the Final Plan submittal.
- E. Conduct two meetings, one discussing the project kick-off and topography/utility components, and the second discussing the Pre-Final Review submittal. Both meetings are anticipated to be virtual.



Sean Gehin, P.E., Director of Public Works  
Page 3 / May 25, 2023 – revised June 1, 2023  
Opportunity No. 2235350

### **Project Schedule**

Assuming Notice to Proceed for design and survey services is provided by June 9, 2023, we anticipate the following schedule:

- A. Attain Village collected data June 9, 2023,
- B. Attain Strand base map data from Village on or before June 9, 2023,
- C. Hold Kick-off meeting and topography/utility review meeting June 28, 2023,
- D. Submit Pre-Final Plans and Opinion of Costs to Village on August 18, 2023,
- E. Hold Pre-Final Review Meeting on August 23, 2023,
- F. Submit Final Plans, Opinion of Costs, Traffic Control and Utility Special Provisions, and Bid Proposal to Village on September 15, 2023.

It is anticipated the Village will begin advertising projects the week of December 4, 2023 with construction to begin in spring (mid-March through April) 2024.

### **Professional Fees**

The above services will be provided for on a lump sum fee of **\$27,204.00**, including all labor and direct expenses charged in the support of the project. The lump sum fee is based on the level-of-effort presented in Attachment B.

Fees will be invoiced monthly on a percent complete basis.

This proposal does not include any services beyond those described in the above scope of services. raSmith offers an array of supplemental services that are available at your request. Please refer to Attachment A for a complete list of our services.

### **Client Responsibilities/Assumptions**

- A. The terms and conditions set forth herein are valid for 60 days from the date of this proposal and are conditioned upon our completion of all services within 120 days.
- B. The Client shall provide any data relevant to the proposed project including, but not limited to the following:
  - 1. Electronic AutoCAD base files of Survey from Strand Associates, Inc. including documentation related to the vertical and horizontal data utilized in attaining said topographic data,
  - 2. Electronic AutoCAD data for the proposed work from Strand Associates, Inc. (2-dimension line work for street improvements and proposed horizontal and vertical design of the proposed storm sewer),
  - 3. Any original Design or As-Built Plans and/or GIS electronic data related to the sanitary sewer, storm sewer and or water main and associated laterals,
  - 4. Electronic AutoCAD file of the water lateral curb stop locations, sanitary manhole inverts (CAD or excel format), along with common points in the Village's data to compare with and allow for potential rotation/translation to the data provided by Strand (i.e. center of sanitary manhole lid shots),





Sean Gehin, P.E., Director of Public Works  
Page 4 / May 25, 2023 – revised June 1, 2023  
Opportunity No. 2235350

5. Electronic AutoCAD file of the existing and proposed parcel lines,
6. CCTV data and reports (attained separately by others), if requested,
7. Review and evaluation of the CCTV data determining the locations of proposed sanitary sewer main line lining segments (anticipated to be part of a separate project let by the Client) as well as the lateral locations,
8. Review and evaluation of existing sanitary sewer structures and all existing water main valves and hydrants determining locations of needed improvements and/or replacements and
9. Locations of proposed tree removals after Pre-Final Plan submittal.

Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.

- C. The Client will prepare contract for the proposed work and publicly bid the project.
- D. The Client will coordinate the private utility coordination.
- E. No geotechnical engineering or work is included with this proposal.
- F. No permitting is anticipated or included with this proposal.
- G. After work has commenced, any revisions requested by the Client, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

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 'J. M. Feucht'.

Jason M. Feucht, P.E.  
Assistant Director of Municipal Services

Enclosures: Professional Services Agreement - Contract  
Corporate Overview - Attachment A  
Level of Effort – Attachment B

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CLIENT AND PROFESSIONAL**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between 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:

2024 Libal Street Utility Improvements ("Project").

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

specified within the Project Understanding, Scope of Services, Schedule, and Professional Fees in the attached proposal letter ("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 the attached 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 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 in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, 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. *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.

E. 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.

F. 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.

G. 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.



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

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

Client: \_\_\_\_\_

Professional: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

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

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

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

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

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

Client's Phone: \_\_\_\_\_

Professional's Phone: \_\_\_\_\_

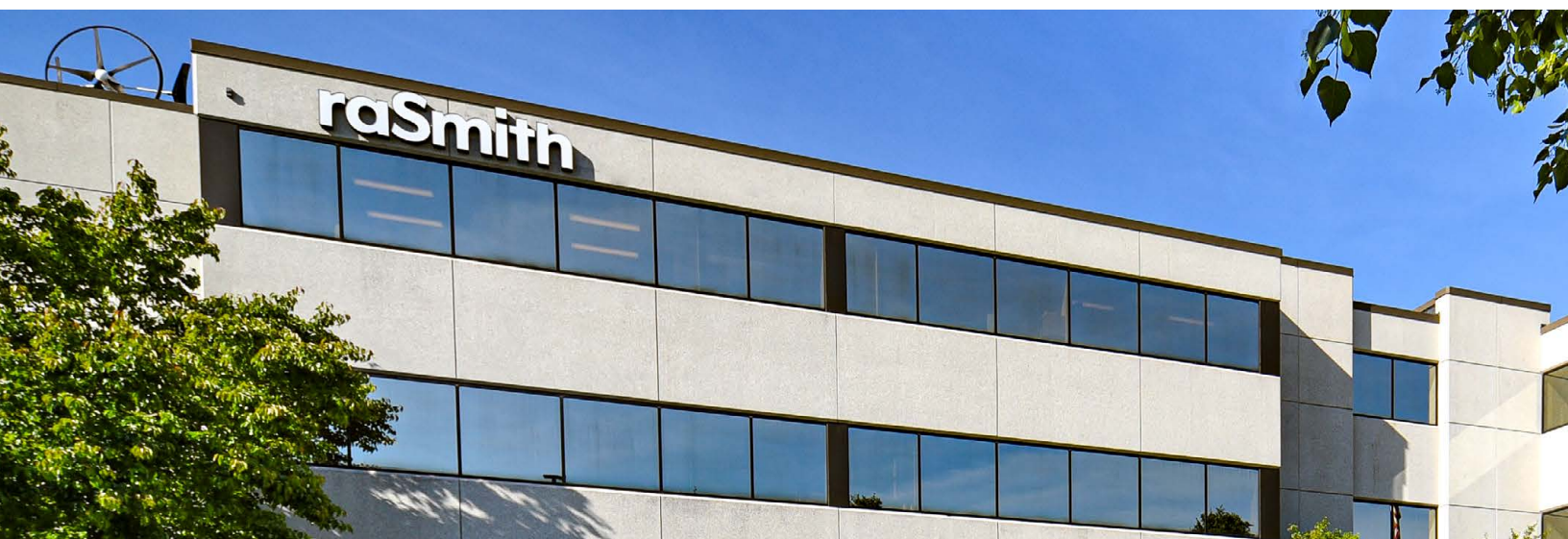
Client's Email: \_\_\_\_\_

Professional's Email: \_\_\_\_\_

## Corporate Overview

---

raSmith is a multi-disciplinary consulting firm comprising civil engineers, structural engineers, traffic engineers, land surveyors, development managers, landscape architects and ecologists. Our services are focused on our public and private sector clients' needs in design and construction including land development, site planning and design, structural engineering, municipal engineering, transportation and traffic, surveying, construction services and geographic information systems (GIS). We work on projects nationwide from our seven locations. Richard A. Smith, M.S., P.E., chairman, founded raSmith in 1978. Richard A. Smith Jr., P.E., (Ricky) leads the firm as president. The firm currently employs a staff of 215.



### Our Services

---

[Cold-Formed Steel Engineering](#)

[Construction Inspection/Management](#)

[Development Management](#)

[Ecological](#)

[GIS \(Geographic Information Systems\)](#)

[Grant Writing](#)

[Hydrographic Surveying](#)

[Land Development](#)

[Land Surveying](#)

[Landscape Architecture](#)

[LiDAR \(3D Laser Scanning\)](#)

[Municipal Engineering](#)

[Structural Engineering](#)

[Traffic Engineering](#)

[Transportation Engineering](#)

[UAS \(Unmanned Aircraft Systems\)](#)

[Water Resources](#)

### Locations

---

#### Wisconsin:

Brookfield

Appleton

Cedarburg

Madison

Milwaukee

#### Illinois:

Naperville

#### California:

Irvine

## Attachment B: Level of Effort - PROJECT 2024 Libal Street Utility Improvements

2024 Libal Street Utility Improvments - Tasks	STAFF TYPE AND BILLING RATES					Fee
	Project Manager \$171.00	Project Engineer \$135.00	Design Engineer \$114.00	Technician \$95.00	Surveyor \$115.00	
Office Drafting, and incorporating Village data and Federal Project Base Map	0	2	0	8	0	\$1,030.00
Plan Preparation (noted scales are 11x17)						
Title Sheet	0	0.5	1	2	0	\$371.50
General Notes	0	0.5	1	1	0	\$276.50
(1) Utility Construction Details [3 sheets]	0	0.5	6	0	0	\$751.50
(2) Standard Detail Drawings [2 sheets]	0	0.5	2	0	0	\$295.50
(3) Detour Plan	0	4	0	8	0	\$1,300.00
(4) Utility Plan and Profile Work Section 1 [8 sheets at 40-scale]	8	16	40	60	0	\$13,788.00
(4) Utility Plan and Profile Work Section 2 [1 sheet at 40-scale]	0	1	8	4	0	\$1,427.00
Assist Village with Traffic Control and Utility Special Provisions	2	4	10	0	0	\$2,022.00
Pre-Final Quantities and Opinion of Costs	0.5	4	0	2	0	\$815.50
Final Quantities and Opinion of Costs	0.5	4	0	2	0	\$815.50
Project Coordination and Quality Control	6	12	0	0	0	\$2,646.00
Bid Proposal	1	2	0	0	0	\$441.00
Kickoff & Topo / Utility Meeting (Virtual)	2	2	0	0	0	\$612.00
Pre-Final Plan Review Meeting (Virtual)	2	2	0	0	0	\$612.00
Hours by Staff Type	22	55	68	87	0	232

<b>Total 2024 Libal Street Utility Improvements Fee</b>	<b>\$27,204.00</b>
---	--------------------

Notes:

- (1) Assumes same number and similar details to AL-2023-01 plans plus any new details provided by Village.
- (2) Assumes same number and similar SDD's to AL-2023-01 plans for traffic control only.
- (3) Assumes utilizing same detour as proposed for the Federal Project as provided by Village from Strand.
- (4) Assumes Village provides design markups, raSmith to CAD in sheets, use colored utility lines and annotations from AL-2023-01.

# 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

Date: 06/01/2023

### Submittal of Libal Street for a WDOT Surface Transportation Block Grant

The Brown County Plan Commission MPO is currently accepting grant applications for Federal funding under the Surface Transportation Block Grant Program (STBG). The program provides grant opportunities for street reconstruction, rehabilitation, and resurfacing projects. Streets functionally classified as collectors and arterials are eligible for the funding. Federal funding levels vary between 50- to 80% of the project cost of which engineering, construction and construction oversight are reimbursable expenses.

Staff is proposing to submit two Libal Street projects:

- LeBrun St. to Hoffman Rd. (3700 ft)
- Hoffman Rd. to Hwy 172 (2600 ft)

The intent of the street projects is to extend the service life of the existing pavement section, add on-street bike lanes and to complete the pedestrian networks. The street repair work to include the milling and overlaying of the existing pavement, repair of defective sidewalk and curb and gutter, the upgrading of existing curb ramps to ADA standards, and the construction of new sidewalk where current gaps exist in the network. The addition of marked bike lanes will require the elimination of parking on one side of the street.

The Village had previously submitted Libal Street from LeBrun St. to Vande Hei Rd for a Bipartisan Infrastructure Law (BIL) Grant May of last year. The project unfortunately was not selected by the MPO to receive the Grant.



# 2022 Recycling Program Accomplishments and Actual Costs Annual Report

Form 4400-182 Rev. 12-22  
State of Wisconsin  
Department of Natural Resources  
Waste and Materials Management Program  
<https://dnr.wisconsin.gov/topic/Recycling/RU.html>

Return By: May 23, 2023

Responsible Unit (RU)  
Village of Allouez  
Muni Code: 05102  
County: Brown  
Population: 14014  
RU Category: Single  
Last Grant Year: 2022

DNR Contact Information  
Ariana Mankerian  
[Ariana.Mankerian@wisconsin.gov](mailto:Ariana.Mankerian@wisconsin.gov)  
608-982-6588

For instructions, please click

NOTICE: Completion of this form fulfills the mandatory annual reporting requirement for continued approval of a responsible unit's recycling program and retention of the DNR recycling grant, for those who received it. This form is authorized by s. NR 544.10 and s. NR 542.09(3), Wis. Adm. Code. Personally identifiable information will be used for program administration and must be made available to requesters as required by Wisconsin Open Records law (s. 19.31-19.39, Wis. Stats).

## Section 1: CONTACT INFORMATION

Note: You are not able to add or update contact information on this form. If changes are needed, please contact [DNRWAFacilityContactRegistry@wisconsin.gov](mailto:DNRWAFacilityContactRegistry@wisconsin.gov) or by phone at 920-650-4064.

### A. Authorized Representative

The DNR central office has the responsible unit's authorizing resolution on file. According to our records, the authorizing resolution names the position of Director of Public Works as the authorized representative.

Sean J Gehin  
1900 Libal St  
Green Bay WI 54301-2453  
Director of Public Works  
920-448-2800 -  
[sean.gehin@villageofallouezwi.gov](mailto:sean.gehin@villageofallouezwi.gov)

### B. Primary Contact

Sean J Gehin  
1900 Libal St  
Green Bay WI 54301-2453  
920-448-2800  
[sean.gehin@villageofallouezwi.gov](mailto:sean.gehin@villageofallouezwi.gov)

## SECTION 2: EFFECTIVE PROGRAM INFORMATION & PERFORMANCE DATA

Provide information and data on the accomplishments of the RU's effective recycling program during the previous calendar year. All questions in this section relate to the collection of s. NR 544 Table 1 recyclables, listed below. Collection of yard waste and waste tires is reported in section 2D.

- |   |                                   |
|---|-----------------------------------|
| · Newspaper   | · Aluminum containers             |
| · Corrugated cardboard  | · Steel/Bi-metal (tin) containers |
| · Magazines   | · Plastic containers              |
| · Residential mixed paper(may include magazines and office paper) | · Foam polystyrene packaging      |
|   | · Glass containers                |

### A. Collection of Recyclables for Single Family and 2-4 Unit Residential Housing

Review and update information on the collection methods used by the RU or each member in the RU. For multi-member RUs, if any of the information is incorrect or if the join date or join type need to be modified, please contact [DNRRecycling@wisconsin.gov](mailto:DNRRecycling@wisconsin.gov). Note that this list includes entities that were members at any point during the previous calendar year.

Does the RU plan to add or remove members (municipalities, counties, ☐ Yes ☒ No or tribes) in 2023?

If a drop-off site is not used, please don't add a drop-off site location.

Was there curbside collection?

Yes

How was curbside service provided?

RU provided service with municipal service and staff

True

RU contracted another municipality to provide services with their equipment and staff

False

RU contracted private hauler(s) to provide collection service

False

Residents contracted with private hauler for their recyclable pickup and % of population that does this is

False

What was the primary curbside collection method?

Single Stream

How often were recyclables picked up?

Once every other week

Was there a drop-off site(s)?

Yes

How many total hours was the drop-off site(s) open monthly, on average?

170

Who operated the drop-off site(s)?

RU operated drop-off site(s)

False

Private hauler/MRF operated drop-off site(s)

False

Other (describe)

True

Brown County Recycling Transfer Station

Was the drop-off site single stream (i.e. all recyclables placed in the same receptacle)?

Yes

If there is no drop-off site, please do not enter drop-off site information below.

Drop-off Site(s)

Recycling Transfer Station

Did the majority of the RU member's residents use curbside or drop off collection for their recyclables?

Curbside

## B. Table 1 Materials Collected

All NR 544 Table 1 materials except for those with a waiver (plastic containers #3-7 and foam PS packaging), are required to be collected by RUs in accordance with s. 287.07(4), Wis. Stats.

Did the RU collect all of the required NR 544 Table 1 materials?

☒ Yes

☐ No

## C. Hauling, Processing and Marketing Data of Recyclables for Single Family and 2-4 Unit Residential Housing

Hauler Details

Review and update the list of haulers that served the RU during the previous calendar year. Include any haulers that collected Table 1 recyclable materials from single family and 2-4 unit residences. This includes the RU if it collects materials itself, haulers that it contracted with directly and haulers that residents contracted with (subscription service). Please note that some companies have multiple listings for different regional collection locations. Please work with the RU's hauler(s) to identify which facility the RU's recycling is collected through and select the correct listing. For each hauler, indicate whether it was contracted by the RU or RU member, by residents, or by both. If one of the haulers is not on the list, check the box below and enter the information for that hauler. Select the first letter ONLY of the hauler name to alphabetically jump to that portion of the list.

Name	Contracted By
<input type="text" value="Village Of Allouez - 10818"/>	<input type="text" value="Municipality(RU)"/>
<input type="checkbox"/> I have looked for the RU's hauler in the above list and cannot find it.	
<input type="text"/>	
Hauler Name	
<input type="text"/>	
Address	
<input type="text"/>	
City	State
<input type="text"/>	<input type="text" value="0"/>

MRF Details

Review and update the list of materials recovery facilities (MRFs) that received and processed recyclables from the RU during the previous calendar year. This may include MRFs the RU contracts with directly or MRFs the hauler uses on a regular basis. Be sure to only add MRFs, not haulers that collected the materials. If you cannot find the RU's MRF on the list provided, contact the RU's hauler to ask which MRF they are using. You will not be able to complete this report without a MRF.

MRF-ID

<input type="text" value="Outagamie County Dept of Solid Waste/Recycling - 445157790"/>
Contracted to RU
<input type="text" value="Yes"/>

Other Processors Details

Please list places not reported above that received Table 1 recyclables from the RU during the previous calendar year. Examples include paper mills that directly take paper and scrap metal yards that collect aluminum cans (aluminum cans and/or steel and bi-metal cans are the only metal weights to be reported from scrap metal yards. Do not report the weight of other scrap metal recycled). This does NOT mean listing all of the places the RU's MRF sends materials to.

Summary of Compliance with Table 1 Collection Standard

Each RU must meet a collection standard for the Table 1 recyclable materials each year (explained in ch. NR 544, Wisconsin Administrative Code). Below is a summary of your RU's compliance with this standard for this reporting period based upon the data you provided in this section.

NOTE: Click the SAVE button at the top of the form to update the totals in this summary.

Total weight of recyclables collected from residences: (tons)	<input type="text" value="1,052.23"/>
Check this box if the RU has and would like to provide the tonnage of Table 1 recyclable materials collected from multi-family 5+ unit residences.	<input type="checkbox"/>
Total weight of recyclables: (tons)	<input type="text" value="1,052.23"/>
Per capita collection: (lbs/person/year)	<input type="text" value="150.17"/>
Per capita collection standard: (lbs/person/year)	<input type="text" value="106.55"/>

Based on the data provided, the RU has MET its Table 1 collection standard.

D. Information on Other Materials Collected From Residents

Please provide information on other recyclable materials collected within the RU. This information does not count toward compliance with the collection standard and is not required, but reporting it allows us to recognize RUs additional efforts and helps provide a more accurate and complete picture of recycling in Wisconsin.

Waste Tires	0.00	Measurement	Number of
Yard Waste	9,000.00	Measurement	Cubic Yards

### E. Report of Actual Recycling Costs for Grant Purposes

Actual program costs are determined by completing the actual costs worksheet. remember that grant assistance is provided only for certain activities and eligible materials generated by single family and 2-4 unit residences located in the RU If you would like to print a blank worksheet to work from before entering your final amounts into the online form, select the following link.

<https://dnr.wi.gov/files/PDF/forms/8700/8700-222B.pdf>

Enter all actual 2022 recycling and yard waste program expenses by breaking them down by column and row. Costs should be entered in whole dollar amounts only. The expenses listed in the rows correspond to the Uniform Chart of Accounts (UCA) object codes. Scroll down to view entire list.

NOTE: Click the SAVE button at the top of the form to update the totals in this summary.

Recycling Expenditures UCA #53565 (including yard waste & waste tires)	A. Education	B. Collection (Curbside &/or Drop-off)	C. Processing & Marketing	D. Compliance & Enforcement	E. Estimated Total Costs
1. Salaries/Wages & Employee Benefits	0.00	223,129.00	0.00	4,375.00	227,504.00
2. Consulting & Professional Services	0.00	0.00	0.00	0.00	0.00
3. Utility Services	0.00	245.00	0.00	0.00	245.00
4. Purchased Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00
5. Purchased Services Printing & Advertising	0.00	0.00	0.00	0.00	0.00
6. Purchased Services Other(contractual svcs)	0.00	14,748.00	0.00	0.00	14,748.00
7. Office Supplies	1,163.00	0.00	0.00	0.00	1,163.00
8. Subscriptions & Dues	0.00	0.00	0.00	0.00	0.00
9. Employee Travel & Training	0.00	0.00	0.00	0.00	0.00
10. Operating Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
11. Repair & Maintenance Supplies	0.00	0.00	0.00	0.00	0.00
12. Insurance	0.00	0.00	0.00	0.00	0.00
13. Rents & Leases	0.00	0.00	0.00	0.00	0.00
14. Depreciation(Total depreciation costs in Row 14 Column E)	0.00	0.00	0.00	0.00	0.00
15. Hourly Equipment Use Charges(Total hourly use charges in Row 15 Column E)	0.00	0.00	0.00	0.00	247,422.00
16. Cost Allocations	0.00	0.00	0.00	0.00	0.00
17. Cost Allocations Other (not #53635)	0.00	0.00	0.00	0.00	0.00
Total	1,163.00	238,122.00	0.00	4,375.00	491,082.00

18. Total Recycling Costs (total of lines 1 thru 17)	491,082.00
19. Ineligible Costs - Recycling of banned items s. 287.07(1m), Wis. Stats. (Batteries, Major Appliances and Oil)	0.00
20. Ineligible Revenue - Sale of Recyclables	43,127.00
21. Total Ineligible Costs & Revenues (total of lines 19 and 20)	43,127.00
22. Total Eligible Recycling Costs (line 18 minus line 21)	447,955.00

You have successfully earned your grant. Repayment will not be required.

Cost (including yard waste & waste tires) per capita:	31.96
---	-------

Yard Waste & Waste Tires Costs and Summary

Enter the cost of handling yard waste that is included in line 18 of the Actual Costs worksheet.

355,616.00

Enter the cost of handling waste tires that is included in line 18 of the Actual Costs worksheet:

0.00

Cost (excluding yard waste & waste tires) per capita:

6.59

Cost (excluding yard waste & waste tires) per ton:

87.76

F: Compliance

Review and update information about how the RU ensures that all residents and businesses are complying with its recycling ordinance. Note that all RUs are required to have a valid ordinance and compliance assurance plan (CAP). For questions, visit <https://dnr.wisconsin.gov/topic/Recycling/RU.html>

A recycling ordinance is required by all RUs in accordance with s. NR 544.04(2), Wis. Adm. Code.

Did the RU have an ordinance in 2022?

☒ Yes ☐ No

Did the ordinance plan change in 2022?

☐ Yes ☒ No

What is the RU's ordinance number?

Chapter 432 Art 1-21

Ordinance effective date:

4/21/2015

A Compliance Assurance Plan (CAP) is required by all RUs in accordance with s. NR 544.04(9g), Wis. Adm. Code.

Did the RU have a compliance assurance plan?

☒ Yes ☐ No

Did the compliance assurance plan change in 2022?

☐ Yes ☒ No

How did the RU ensure compliance with the recycling ordinance at residences with 5 or more units? (Check all that apply)

There were no residences with 5 or more units physically located within the RU

☐

RU provided direct outreach to landlords/building managers

☐

RU staff regularly conducted inspections/visits

☐

RU staff responded to recycling-related complaints

☒

How did the RU ensure compliance with the recycling ordinance at non-residential facilities and properties (e.g., businesses, stadiums, events, etc.)? (Check all that apply)

There were no non-residential facilities physically located within the RU

☐

RU provided direct outreach to business owners/managers

☐

RU staff regularly conducted inspections/visits

☐

RU staff responded to recycling-related complaints

☒

G. Enforcement

Please report the number of recycling-related complaints the RU received during the report year, along with the number of enforcement actions taken (inspections, citations, written warnings and verbal warnings).

If the RU did not receive complaints or take a type of enforcement action, enter a '0' in the appropriate box. The RU should maintain records to verify these numbers. If the previous section indicates the RU has no residences with 5 or more units or no non-residential (business) facilities, that row should be disabled.

	Complaints Received	Warning Tags	Verbal Warnings	Written Warnings	Inspections	Citations
1 - 4 units residential	0	40	10	0	0	0
5+ units residential	0	0	0	0	0	0
Non-residential (Business)	0	0	0	0	0	0

H. Outreach and Other Program Features

Public information and education is key to a successful recycling program and is required by the recycling law. What outreach efforts did the RU undertake in the report year? (Check all that apply)

Community yard sale

☐

Printed publications (flyers, handouts, etc.)	<input checked="" type="checkbox"/>
Conduct waste audits	<input checked="" type="checkbox"/>
Radio ads or public service announcements	<input type="checkbox"/>
Direct mail or email (flyers in the tax bill, newsletter, etc.)	<input checked="" type="checkbox"/>
Recycling focused event (collections, cleanups, etc.)	<input type="checkbox"/>
Display booths at fairs, etc.	<input type="checkbox"/>
School education program (Green & Healthy Schools, etc.)	<input type="checkbox"/>
News releases	<input checked="" type="checkbox"/>
Social media (Facebook, Twitter, etc.)	<input checked="" type="checkbox"/>
Print ads (newspaper, magazines, etc.)	<input checked="" type="checkbox"/>
Web site has recycling info (what to recycle, when, where, and how)	<input checked="" type="checkbox"/>

## Section 3: CERTIFICATION

### A: Summary of 2022 Recycling Performance

#### Weight Summary

NOTE: Click the SAVE button at the top of the form to update the totals in this summary.

Total weight of residential Table 1 recyclable materials collected: (tons)	1,052.23
Per capita collection:(lbs/person/year)	150.17
Per capita collection standard:(lbs/person/year)	106.55

Based on the data provided, the RU has MET its Table 1 collection standard.

#### Cost Summary

2022 Grant Award:	98,572.36
Net eligible recycling costs:	447,955.00
Cost per capita including yard waste & waste tires:	31.96
Yard waste handling costs:	355,616.00
Waste tire handling costs:	0.00
Cost (excluding yard waste & waste tires) per capita:	6.59

### B: Assurances

A. The responsible unit certifies the program is operating in accordance with its effective recycling program approval or, if there have been changes, the responsible unit has described those changes in this 2022 Recycling Program Accomplishments and Actual Costs Annual Report. ☒

B. The responsible unit agrees to comply with all applicable provisions of ch. 287, Wis. Stats., and chs. NR 544 and NR 542, Wis. Adm. Code. ☒

C. The responsible unit understands that if it fails to comply with any applicable provision of ch. 287, Wis. Stats., chs. NR 544 Wis. Adm. Code, and NR 542 Wis. Adm. Code, or its effective recycling program approval, the following may happen: ☒

- the responsible unit's effective recycling program approval may be revoked
- the responsible unit may not be allowed to dispose of its solid waste in solid waste disposal and solid waste treatment facilities located in the state of Wisconsin, and
- the responsible unit may lose its eligibility for a state recycling grant

D. The responsible unit certifies that in the management of its solid waste, it has, whenever possible and practical, followed these priorities: 1) the reduction of the amount of solid waste generated; 2) the reuse of solid waste; 3) the recycling of solid waste; 4) the composting of solid waste; 5) the recovery of energy from solid waste; 6) the land disposal of solid waste; and 7) the burning of solid waste without energy recovery. ☒

E. By typing my name below and clicking submit, I certify on behalf of Village of Allouez that the information entered in this Recycling Program Accomplishments and Actual Costs Annual Report is true and complete. ☒

Note: As of January 1, 2022, this online certification submittal is replacing the submittal of a printed

## C: Certification

Authorized Representative: Sean, Gehin

Submitted By: Sean J. Gehin, P.E.

Confirmation #: 203593-S-20230522:211659

Submit Date: 5/22/2023

# 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

Date: June 1, 2023

### LIBAL STREET REAL ESTATE ACQUISITION - UPDATE

A recent Court of Appeals decision in Egg Harbor involving the acquisition of real estate for new sidewalk impacts real estate acquisitions currently in progress for the Libal Street project.

On May 2<sup>nd</sup> the WDOT issued draft real estate guidance for State projects. A summary of the draft guidance is below:

*Wis Statute 32.015 limits condemnation authority: "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01 (5s); a bicycle lane, as defined in s. 340.01 (5e); or a pedestrian way, as defined in s. 346.02 (8) (a)."*

*This decision impacts parcels that need right of way for:*

- *New or extension of sidewalk in conjunction with a roadway*
- *New sidewalk being established in existing right of way, and TLE is needed for the work*
- *New curb ramps not connected to an existing sidewalk*

*WisDOT interim guidance for acquisition of state system parcels advises on the following:*

- *If minimal widening or shifting laterally of an existing sidewalk, it is work on an existing sidewalk and the appeals court ruling does not apply.*
- *If the owner signed agreements and conveyance documents before the March 14, 2023, publication date but payment has not been made, WisDOT state system parcels will move forward to closing.*
- *If the owner's appraisal was completed before March 14, 2023, the agency should pay for those appraisals.*
- *If an offer was made after March 14, 2023, and has not been signed, alert the regional real estate project manager.*

#### Federal and State Funded WisDOT Oversight Projects

*Parcels with acquisitions meeting the above criteria may need an assessment. On federal and state funded projects with WisDOT oversight, Local Public Agencies (LPA) should confer with their legal counsel on risk associated with acquisitions and the regional real estate project manager on other issues. Consultants working on LPA projects must discuss these with the local public agency approving authority before moving forward.*

On May 23<sup>rd</sup> a meeting was held with the WDOT, Strand Associates, Moss Associates, Village and Hanaway Ross to determine how best to proceed with the project real estate acquisition. Attached above is a sidewalk exhibit reviewed at the meeting containing a parcel-by-parcel description of the sidewalk improvements along with a summary of the group's assessment of the real estate acquisition. Also included is a spreadsheet containing further detail of the parcel assessment and determination.

To ensure compliance with the Court of Appeals Decision, the WDOT is requiring that Municipalities confer with their legal counsels to develop a parcel-by-parcel assessment and determination for specific sidewalk related parcels.

The purpose of the closed session items is to review and obtain approval of the following:

- Real Estate Assessment and Determination
- Appraisal process for Non-Condemnable Properties
- Staff Authority to negotiate payment above nominal payment value.



# 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

### 2023 Construction Projects – Project Schedule

June 9, 2023

This 2023 construction season has begun in the Village of Allouez on some or all of the streets listed below:

#### **Resurfacing Projects:**

1. Longview Ave. – Libal St. to East River Dr.
2. E. Mission Rd. – Webster Ave. to Libal St.
3. Derby Ln. – Monroe Ave. to S. Webster Ave.
4. S. Van Buren St. – Allouez Ter. To Derby Ln.

The resurfacing projects include:

- Removal and replacement of the asphalt pavement.
- Replacement of defective concrete curb & gutter, sidewalk and driveway aprons.
- Evaluation of the existing gravel base and replacement when needed.
- Manhole & catch basin repairs.

#### **Reconstruction Projects:**

5. Roselawn Boulevard –± 1400 feet East of Riverside Dr. to Webster Ave.
6. Karen Ln – Libal St. to Greenwald St.
7. Allouez Ter. – Monroe Ave. to Termini
8. Jackson St. – Allouez Ter. to Derby Ln.

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.
- Voluntary replacement of private side sanitary sewer lateral.

#### **Sanitary Sewer Lining Project:**

9. Roselawn Boulevard –± 1400 feet East of Riverside Dr. to Webster Ave.

The sanitary sewer lining projects include:

- CIPP lining of existing sanitary sewer.

#### **Longview Ave. – Libal St. to East River Dr.**

##### **Resurfacing**

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – Week of June 26<sup>th</sup>

- Substantial Completion Date – Mid August

Project Status:

Work has not started.

**E. Mission Rd.- Webster Ave. to Libal St.**

**Resurfacing**

Weather permitting the anticipated project schedule is as follows:

- Work started: 05/08/23
- Substantial Completion Date – End of June

Project Status:

Curb repaired and asphalt removed. Paving to begin week of June 12<sup>th</sup>.

**Derby Ln. – Monroe Ave. to Webster Ave.**

**Resurfacing:**

Weather permitting the anticipated project schedule is as follows:

- Work started: 5/08/23
- Substantial Completion Date – End of June

Project Status:

Curb repaired and Asphalt removed. Paving to begin week of June 12<sup>th</sup>.

**S. Van Buren St. – Allouez Ter. to Derby Ln.**

**Resurfacing:**

Weather permitting the anticipated project schedule is as follows:

- Work Started – 5/08/23
- Substantial Completion Date – End of June

Project Status:

Curb repaired and asphalt removed. Paving to begin week of June 12<sup>th</sup>.

**Roselawn Boulevard –± 1400 feet of Riverside Dr. to Webster Ave.**

**Reconstruction:**

Weather permitting the anticipated project schedule is as follows:

- Work Started – 05/01/23
- Substantial Completion Date –Mid August

Project Status:

Watermain has been installed. Sanitary sewer laterals and water services have been installed. Manhole and storm sewer construction to begin the week of June 12<sup>th</sup>. Installation of private laterals to being June 19<sup>th</sup>.

**Lining:**

Weather permitting the anticipated project schedule is as follows:

- Work Started - 4/10/23

- Substantial Completion Date – End of April

Project Status:

Lining has been completed.

**Karen Ln. – Libal St. to Greenwald St.**

**Reconstruction:**

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – Middle of July
- Substantial Completion Date – Early October

Project Status:

Work has not started.

**Allouez Ter. – Monroe Ave. to Termini**

**Reconstruction:**

Weather permitting the anticipated project schedule is as follows:

- Work Started – 05/22/23
- Substantial Completion Date – End of August

Project Status:

Watermain installed from Monroe Ave. to S. Van Buren St. Sanitary and water services installed west of Van Buren St. During the week of June 12<sup>th</sup>, watermain (east of Van Buren St.) and storm sewer installation to begin.

**Jackson St. – Allouez Ter to Derby Ln.**

**Reconstruction:**

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – Week of June 26<sup>th</sup>
- Substantial Completion Date – Early September

Project Status:

Work has not started.

Sincerely,



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



Jeff Piette  
Engineering Technician  
Ph. 920-448-2800 Ext. 122  
Email: [jeff@villageofallouez.com](mailto:jeff@villageofallouez.com)