

AGENDA

CITY OF MONONA PUBLIC WORKS COMMITTEE
CITY HALL CONFERENCE ROOM
WEDNESDAY, February 3, 2016
6:30 P.M.

1. Call To Order.
2. Roll Call.
3. Approval of Minutes from January 6, 2016.
4. Appearances.
5. Unfinished Business.
 - A. Discussion, resident request for No Parking at 4501 Winnequah Road.
6. New Business.
 - A. Discussion and approval of the Adaptive Management Intergovernmental Agreement.
 - B. Discussion of the Bridge Road pavement marking and signing plan.
 - C. Discussion and approval to amend the Bridge Road Reconstruction Design Contract to include design services for the 2017 local road reconstruction project, and to complete observation and administration services for 2017 road reconstruction.
7. Public Works & Utility Operations Report.
8. Next Scheduled Meeting: Wednesday, March 2, 2016
9. Adjournment.

NOTE: Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number), FAX (608) 222-9225, or through the City Police Department TDD telephone number 222-2535. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. 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 stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

PUBLIC WORKS COMMITTEE

Draft Minutes – January 6, 2016

The regular monthly meeting of the Public Works Committee for the City of Monona was called to order at 6:30pm by Alderperson Thomas.

Present: Alderperson Thomas, Alderman Speight, Mr. McConnell, Mr. Stolper, Ms. Busse, Mr. Franklin, Mr. Besch, Mr. Turino, Mr. Podell

Excused:

Also Present: DPW street operations supervisor Jeff Johnson

APPROVAL OF MINUTES

A motion was made by Mr. Besch, and seconded by Mr. McConnell to approve the Public Works Committee minutes of October 14 2015, was carried.

APPEARANCES – None

UNFINISHED BUSINESS

5A: Resident request for No Parking at 4501 Winnequah Rd. – This was a topic that was discussed at a previous meeting based on a request by a nearby resident. As stated by Director Stephany, the last discussion left off with committee members viewing the area to determine if No Parking was needed at this location. Mr. Besch, Mr. Podell, and Mr. Stolper viewed the area and feel that this area does not need to be signed No Parking. Ms. Busse sees this more of an issue for the safety of walkers in the area because of the obstructed views by the parked cars. Aside from that, Ms. Busse also agrees that this should not be signed as No Parking. The residents who live there would have nowhere else to park. Mr. Turino mentioned that the families he knows in the area are not happy with the current views at this intersection. Coming out of Outlook the views are obstructed. He would be in favor of looking into the request further. Mr. Turino noted that the cars that are parked there during the day are gone at night. The cars belong to employees who work at a local cleaning business.

Alderman Speight asked if there was an approved Ordinance that limited items in the right of way to a height of thirty six inches, to limit sight line obstruction. Director Stephany stated that City Ordinance does provide language on vision triangles. Public works staff can assist the situation by helping to keep right of way vegetation clear in the sight line area.

A motion was made by Mr. Turino, and seconded by Alderman Speight to table the discussion and have staff notify area residents that the committee is seeking their feedback on this No Parking request was carried.

NEW BUSINESS

6A: Dredging request discussion – Director Stephany explained that he received a request from Mr. Barlow, to dredge Lake Monona shoreline near Frost Woods Beach Park going south towards the river. Mr. Barlow did not appear tonight to discuss his request. Alderperson Thomas stated the island is owned by the Frost Woods Neighborhood Association and they would have to pay their share if the shoreline is dredged. The committee discussed the current amount of sediment in the area and if there is any obligation for the City to dredge the shoreline. The committee will discuss this topic in the future if the request is brought forward again.

6B: Discussion and approval of the tandem axle cab and chassis with snow plow equipment proposal – Director Stephany presented the resolution, fiscal note and proposal summary to the committee. V&H Inc. Trucks provided the low cost proposal, Truck Country the second low proposal, and Lakeside International the high cost proposal. V&H did

not provide any explanation for deficiencies related to the truck specifications, which were written based off the Lakeside International specifications. Truck Country's proposal left out \$4,050 worth of items that were required in the RFP issued by the City. This is not reflected in the Proposal Summary submitted in the packet. Director Stephany and public works staff is recommending the purchase of the truck offered by Lakeside International. Five of the six snow plow trucks the City has are International models, the truck not an International is a Peterbilt. Jeff Johnson, the streets supervisor, was on hand to explain items in the proposals that did not meet specifications.

Mr. Franklin asked if the specs were built off the International model, making it so another company couldn't meet the specs. Director Stephany responded by stating proposers can meet the requirements if the deviations from the specification are explained. The \$4,050 worth of deviations was not included in the Truck Country price proposal. The RFP allows for equal models or minor deviations. Each manufacturer has their own engine model, but deviations from the specification need to be explained. Mr. Franklin thought a better way to get a comparable price would be to send the RFP to three different International representatives.

Mr. Stolper stated what caught his eye was that Lakeside International met every spec written in the RFP, and believes it would be a waste of time for another company to submit a proposal. If the tax payer money is to be spent on equipment, there needs to be some degree of competition. A spec needs to be built that various people can meet, which would then provide a reasonable set of proposals. Then everyone has a fighting chance at the proposals. Mr. Stolper believes the process put in place to receive proposals doesn't come close to being competitive, and it is a single source contract.

Mr. Stolper also added that he found it curious that Lakeside International provided an analysis of the V&H Truck proposal, and asked if it was standard procedure that this be done. Director Stephany stated that it is normal for a competitor to ask to see another's response, and that the comparison was not asked for. The Lakeside International rep asked to see their competitor's proposal and then provided an explanation of the differences.

Mr. Stolper questioned the fact that Burke Truck Equipment was the preferred equipment provider and listed in the RFP. Director Stephany stated that the crew preferred the Burke package because the last truck that was purchased had the Monroe Truck Equipment package and it failed on the very first operation. It failed many times and eventually all items that were not working were completely replaced, and staff did not want to go through that issue again. The majority of the Monroe Truck issues were covered under warranty. Mr. Stolper again stated that this was a single source RFP.

Alderman Speight added that the process does allow for apples to apples comparison. Alderperson Thomas stated that we do have a bias to the International model because we have five trucks now. Mr. Johnson confirmed that staff does prefer the International and Burke package, and added that any driver can get in a truck and all the controls are the same, which makes it easier to operate. The same goes for the mechanic in that it is easier to maintain one type of truck versus many different types of trucks. There is no bias against any one type of truck, but just that it is preferred that all the plow trucks be the same.

Mr. Besch stated that so many analogies could be looked at. A contractor should be able to give you what you want according to specs. Specs provide items that we want. He considers the proposal received a no brainer. It's a proposal and not a bid.

Mr. McConnell stated that it is not reasonable for the City to draw up its own specs because it requires a tremendous amount of work, a lot of skill and time. Things change all the time for staff to draw up specs.

Ms. Busse stated that the process shows what we want and provides a way for a competitor to show you that this is what they have, and that they think their spec could be just as good.

Alderperson Thomas suggested in the future, a process could be created where a sub-committee could be formed to review vehicle purchases. What staff has done with this RFP is appropriate and legitimate, and has followed past

practices. Alderperson Thomas stated further that she is pleased with what the staff does, and has faith in what staff wants which would allow them to do the best job for the city.

In the future, non-consequential items should not be listed in the spec, such as where the coat hook is hung, or what the decibel of the back-up alarm should be.

A motion was made by Mr. Turino, and seconded by Ms. Busse to approve the Lakeside International proposal as submitted was carried. Voting nay were Mr. Stolper and Mr. Podell.

6C: Discussion and approval of a one ton dump truck cab and chassis proposal – Director Stephany explained the resolution, fiscal note and State contract documents for cooperative purchasing. The proposal presented is to purchase the cab and chassis from Ewald Automotive through the State of Wisconsin cooperative purchasing program. The public works department and police department has purchased many vehicles in the past as offered through the State contract. This purchase would be a joint purchase with the parks department.

Mr. Stolper stated we are getting a discount, but questioned when the last time anyone paid MSRP pricing. The City will be receiving an \$11,538 discount.

The City is upsizing the truck from a 2500 level pickup to the one ton dump based on need. Both the parks department and public works department are often competing for the single one ton dump that we have. We would be buying a truck that comes with gasoline instead of diesel due to cheaper pricing.

Mr. Stolper questioned why we are purchasing from Ewald Automotive and not Kayser Automotive, to which Director Stephany responded that it is the preference of the City based on past purchasing from Ewald Automotive. The police department and public works department have purchased many vehicles successfully from Ewald Automotive. If needed, warranty work can be done locally.

A motion was made by Ms. Busse, and seconded by Mr. Turino to approve the purchase of the one ton dump truck cab and chassis from Ewald Automotive was carried.

6D: 2016 Projects Update – Director Stephany provided a verbal update on various projects in 2016. Information sheets were passed out to the committee on the Adaptive Management Program and the Bridge Road Pedestrian Plan, as completed by Strand Associates. The 2016 projects will be discussed at various meetings in the near future.

NEXT SCHEDULED MEETING: Wednesday, February 3, 2016.

ADJOURNMENT

A motion was made by Ms. Busse and seconded by Mr. Franklin to adjourn was carried (8:19 pm).

Daniel Stephany
Director of Public Works

City of Monona – Public Works & Utilities

5211 Schluter Road
Monona, Wisconsin 53716
Phone: 608-222-2525
Fax: 608-222-9225
Website: www.mymonona.com



January 14, 2016

Re: Resident Feedback on Proposed Winnequah Road No Parking Zone

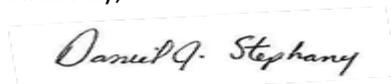
Dear Property Owner/Resident:

I am writing you at the request of the City of Monona Public Works Committee. The committee is reviewing a resident request to approve a no parking zone on Winnequah Road, fronting the addresses of 4501 and 4503 Winnequah Road. The no parking zone is being considered based on complaints of unsafe entry to Winnequah Road due to obstructed views from parked cars and vegetation south of this intersection. Since you live in this area, the committee is requesting your feedback regarding sight line issues as you enter Winnequah Road from the dead end of Outlook Street. Please see the enclosed map displaying the proposed no parking zone, and a daytime view of the obstructed sight line.

The Public Works Committee will be discussing this issue at its February 2, 2016 meeting, held at 6:30 p.m. at Monona City Hall (5211 Schluter Road). You are welcome to share your feedback about the proposed no parking zone with the committee at this meeting. Alternatively, you may call or email your comments to me at (608) 222-2525 or dstephany@ci.monona.wi.us, and I will share all comments with the committee members on February 2.

Thank you for your feedback.

Sincerely,



Daniel J. Stephany
Director of Public Works & Utilities

cc: April Little, City Administrator
Public Works Committee

enc: Proposed no parking zone map; obstructed view map



Length of proposed No Parking zone is approximately 75', fronting properties at 4503 and 4501 Winnequah Road.

From: [Ken Walz](#)
To: [Daniel Stephany](#)
Subject: Winnequah Road No parking zone
Date: Wednesday, January 20, 2016 10:00:53 AM

Dear Director Stephany,

I am writing to express my support for the proposed no parking zone fronting the addresses of 4501 and 4503 Winnequah Road.

We live on Outlook Street, and I can say from personal experience that it can be very dangerous entering onto Winnequah when vehicles are parked curbside at this location. It is NOT an issue with vegetation. It is an issue with vehicles - especially large trucks, vans, and SUVs. The visibility to the south is obstructed, and you cannot see oncoming traffic without nosing out slowly to peek around the corner. I have had many close encounters at this intersection and have seen others do so as well.

Beyond the motor vehicle traffic, this is also an issue for pedestrians and cyclists. The dead end on Outlook Street is a popular spot for cyclists, joggers, dog walkers, and parents with strollers to stop and watch the sunset in the summer months. When these individuals then head back towards Winnequah street, it is typically at dusk, and they are crossing this intersection when visibility is at its poorest. It is not uncommon to see pedestrians, sometimes with children, peering cautiously to try and get a view around vehicles while inching into the intersection to try and cross the street.

In the winter months, Outlook Street is used as a point of entry for many people using the frozen surface of Lake Monona. This includes ice fisherman, snowshoers, and skiers. When these folks are walking back up the street, they are bundled in winter parkas that may hinder their own peripheral vision, and they are typically hiking in heavy winter boots with poor traction, while carrying various types of gear and equipment. The winter visibility is further compromised by snowbanks, which force the parked cars even further out into the roadway. When roads are slippery and cars are less able to slow, this makes this intersection even more dangerous for motorists and pedestrians alike.

In short, the obstructed view at this corner creates a very hazardous situation. I was pleased to receive the notification in the mail announcing that the city is examining this intersection. I would also add that the proposed no parking zone will not present an undue burden for motorists, since there is ample space for parking a bit further down Winnequah drive and on Outlook St.

Although I would like to appear at the Public Works Committee meeting on Feb 2, I unfortunately am already engaged that evening. I would appreciate it if you would share my comments and express my support for the no-parking zone.

Thank You for your Consideration
Ken Walz
4405 Outlook St.
Monona, WI

From: nwmoor@earthlink.net
To: [Daniel Stephany](#)
Subject: Proposed Winnequah Road No Parking Zone
Date: Friday, January 22, 2016 12:34:42 PM

Dan –

I am writing in response to the proposed no parking zone fronting 4501 and 4503 Winnequah Road. Indeed, I would extend it to include the street between the driveways of 4505 and 4503 Winnequah.

As the owner of the residence at 4505 Winnequah Road, I can completely concur that there are obstructed views from parked cars and vegetation. Indeed, because of the parked cars, newer plantings at 4503 Winnequah, and the packed driveway and yard of 4503 Winnequah, my view on to Winnequah as I am backing out of my driveway has become completely blocked and egress out of the driveway has become dangerous. I would therefore be in favor of the proposed no parking zone.

That being said, I am concerned the proposed parking zone will only shift the problem. While sight lines will improve, the cars in front of 4503 and its overflowing yard have become an issue because the owner is running a house cleaning business out of his house. His employees arrive for work in their cars, regroup into a smaller number of cars to drive to their assignments, and the majority of the cars are left sitting there all day. And cars are also frequently parked in the street overnight – a clear violation of city ordinances. The police have cited the owner of 4503 a number of times for this but the problem persists.

If the no parking zone is created, I'm confident the owner of 4503 will just tell his employees to park elsewhere nearby, including but not limited to in front of my house. When that has occurred (and it does), it has resulted in a whole other series of complaints (which have been lodged by me, the postman and others directly) because the cars are blocking my mailbox, other mailboxes, my trash and/or recycling bins on Tuesdays, and/or disrupting necessary snow removal.

In short, unless the City has some zoning ordinance to prevent a commercial operation with vehicles on this part of Winnequah or otherwise continues to fine the owner of 4503 for his mismanagement of vehicles, complaints will continue. (In contrast, both Monona Motors and the Ice Cream Shop are terrific and welcome neighbors and *always* respectful as it relates to parking and operating their businesses.)

Again, I am in favor of the no parking zone because safety is an issue. But the City needs to be aware that parking regulations are otherwise not being followed by the owner of 4503 Winnequah.

Thank you –
Nancy

Nancy W. Moore
N.W. Moore & Associates
4505 Winnequah Road
Monona, WI 53716
608-630-8553
847-644-1026 cell
nwmoor@earthlink.net

This day is yours; own it

From: [Anne Brindley](#)
To: [Daniel Stephany](#)
Subject: Fwd: Outlook
Date: Tuesday, January 19, 2016 10:56:47 AM

Hi, Dan:

My husband and I live at 4407 Outlook Street. We received your letter regarding the Winnequah Rd. no parking zone.

I've attached a photo I took this morning as I was proceeding into the Outlook/Winnequah intersection. I cross Winnequah (i.e., play chicken with traffic) every morning on my way to my office. The intersection is dangerous, and even when proceeding with caution, I've had more than a few "near-misses." I think I speak for the majority of drivers proceeding from Outlook Street (dead-end) through or taking a left onto Winnequah that we can't see around the cars parked in front of 4501 and 4503, and have no idea that a car is heading toward Outlook until we're in the middle of the street.

My husband and I are 100 percent in favor of the City establishing a no parking zone, and hope the Public Works Committee and City approve the request.

Please contact me if you have any questions.

Thank you,
Anne Brindley

Forwarded message -----

From: Anne Brindley <abrindley@uwalumni.com>
Date: Tue, 19 Jan 2016 08:51:15 -0600
Subject: Outlook
To: abrindley@uwalumni.com

--

On Wisconsin!







**Resolution No. 16-2-2075
Monona Common Council**

**APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR AN ADAPTIVE
MANAGEMENT PLAN FOR THE YAHARA WATERSHED**

WHEREAS, Wis. Stat. § 66. 0301, entitled “Intergovernmental cooperation,” provides that any municipality (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) may contract with other municipalities for the furnishing of services, and the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, the U.S. Environmental Protection Agency (EPA) has approved Total Maximum Daily Loads for Total Phosphorus and Total Suspended Solids (TSS) in the Rock River Basin (the “Rock River TMDL” or “TMDL”), which includes the Yahara Watershed; and

WHEREAS, municipalities who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) in the Yahara Watershed are required to meet surface water quality standards and/or not exceed wasteload allocations for phosphorus and TSS pursuant to the provisions of Wis. Admin Code § NR 217 and/or the Rock River TMDL; and,

WHEREAS, Wis. Admin Code § NR 217. 18 allows sources holding a Wisconsin Pollutant Discharge Elimination System (WPDES) permit the option known as adaptive management which involves developing an Adaptive Management Plan involving point and nonpoint sources to achieve water quality standards and TMDL allocations; and,

WHEREAS, Wis. Stat. § 283. 13 (7) allows adaptive management to be used to address TMDL allocations for both phosphorus and TSS over four permit terms; and,

WHEREAS, in 2012 Madison Metropolitan Sewerage District (District) developed an adaptive management pilot project with other interested parties within the Yahara watershed as set forth in a Memorandum of Understanding for an Adaptive Management Pilot Project in the Yahara Watershed; and,

WHEREAS, on December 14, 2014, the District entered into a Memorandum of Understanding with the Wisconsin Department of Natural Resources (DNR) regarding the manner in which a full scale Adaptive Management Plan for the Yahara Watershed would be developed and evaluated; and,

WHEREAS, the District has committed to developing an Adaptive Management Plan to fulfill its phosphorus compliance obligations under its WPDES permit and fulfill the phosphorus TMDL obligations of other permittees; and,

WHEREAS, the undersigned municipalities within the Yahara Watershed, (Parties) wish to join together to jointly participate in the Adaptive Management Plan; and,

WHEREAS, the Parties desire to create an intergovernmental agreement and form a group known as “The Yahara Watershed Improvement Network (Yahara WINS) Group” or simply “the Group”; and,

WHEREAS, the Parties desire to create a commission that will administer such participation, information gathering, projects and activities of the Group all as set forth in the attached Agreement; and,

WHEREAS, the Parties desire to implement this Agreement in a collaborative, cooperative, manner to advance the Adaptive Management Plan; and,

WHEREAS, the Parties to this Agreement anticipate that the Group will contract and work collaboratively with agricultural producers, non-governmental organizations, county agencies and other entities to advance the Adaptive Management Plan.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the attached Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed is hereby approved.

Adopted this ____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

Joan Andrusz
City Clerk

Approval Requested By: Public Works Director Dan Stephany

Council Action:

Date Introduced: 2-1-16

Date Approved: _____

Date Disapproved: _____

**INTERGOVERNMENTAL AGREEMENT FOR
AN ADAPTIVE MANAGEMENT PLAN
FOR THE YAHARA WATERSHED**

WHEREAS, Wis. Stat. § 66.0301, entitled "Intergovernmental cooperation," provides that any municipality (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) may contract with other municipalities for the furnishing of services, and the joint exercise of any power or duty required or authorized by law;

WHEREAS, the U.S. Environmental Protection Agency (EPA) has approved Total Maximum Daily Loads for Total Phosphorus and Total Suspended Solids (TSS) in the Rock River Basin (the "Rock River TMDL" or "TMDL"), which includes the Yahara Watershed as shown on Exhibit A;

WHEREAS, municipalities who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) in the Yahara Watershed are required to meet surface water quality standards and/or not exceed wasteload allocations for phosphorus and TSS pursuant to the provisions of Wis. Admin Code § NR 217 and/or the Rock River TMDL;

WHEREAS, Wis. Admin Code § NR 217.18 allows sources holding a Wisconsin Pollutant Discharge Elimination System (WPDES) permit the option known as adaptive

management which involves developing an Adaptive Management Plan involving point and nonpoint sources to achieve water quality standards and TMDL allocations;

WHEREAS, Wis. Stat. § 283.13 (7) allows adaptive management to be used to address TMDL allocations for both phosphorus and TSS over four permit terms;

WHEREAS, in 2012 Madison Metropolitan Sewerage District (District) developed an adaptive management pilot project with other interested parties within the Yahara watershed as set forth in a Memorandum of Understanding for an Adaptive Management Pilot Project in the Yahara Watershed;

WHEREAS, on December 14, 2014, the District entered into a Memorandum of Understanding with the Wisconsin Department of Natural Resources (DNR) regarding the manner in which a full scale Adaptive Management Plan for the Yahara Watershed would be developed and evaluated;

WHEREAS, the District has committed to developing an Adaptive Management Plan to fulfill its phosphorus compliance obligations under its WPDES permit and fulfill the phosphorus TMDL obligations of other permittees;

WHEREAS, the undersigned municipalities within the Yahara Watershed, (Parties) wish to join together to jointly participate in the Adaptive Management Plan;

WHEREAS, the Parties desire to create an intergovernmental agreement and form a group known as "The Yahara Watershed Improvement Network (Yahara WINS) Group" or simply "the Group";

WHEREAS, the Parties desire to create a commission that will administer such participation, information gathering, projects and activities of the Group all as set forth in this Agreement;

WHEREAS, the Parties desire to implement this Agreement in a collaborative, cooperative, manner to advance the Adaptive Management Plan;

WHEREAS, the Parties to this Agreement anticipate that the Group will contract and work collaboratively with agricultural producers, non-governmental organizations, county agencies and other entities to advance the Adaptive Management Plan;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to create this Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed (“Agreement”) as follows:

1. GOALS OF THE GROUP.

The Parties hereby agree to cooperate to exercise their municipal powers jointly for:

- a. Providing review and comments on the Adaptive Management Plan prepared by the District;
- b. Contracting with consultants, legal counsel, and other parties to further the development, implementation and evaluation of the Adaptive Management Plan;
- c. Coordinating or contracting with the DNR and other pertinent agencies, units of local government, and non-governmental organizations and entities to achieve the goals of the Adaptive Management Plan;
- d. Pooling resources in accordance with the provisions of cost allocations in Exhibit B to achieve the goals of the Adaptive Management Plan.
- e. Achieving compliance with WPDES permit requirements related to the Rock River TMDL.

2. MEMBERS OF THE GROUP

a. In General. The members of the Group (“Members”) created by this Agreement are the Wisconsin municipalities (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) or municipalities who have land within areas served by the Adaptive Management Plan, and which have duly executed identical counterparts or copies of the Agreement pursuant to Section 3 (“Members” collectively and “Member” individually) on or before April 15, 2016.

b. Changes in Membership. Additional Wisconsin municipalities may become Members of the Group with the consent of a majority of the Members by becoming Parties to this Agreement on the condition that payments be made to cover their share of costs based on their phosphorus allocation for the years from the date of this Agreement to their membership date. Members may cease to be Members and Parties to this Agreement pursuant to Section 12.

c. Representative to the Group. All Group Members shall designate a representative and an alternate representative. A Member may remove or replace its representative to the Group at will, with or without cause, at any time. All designations of representatives, alternatives and replacements shall be made in writing, signed on behalf of the Member and delivered to the Secretary of the Executive Committee. Each Member’s representative shall have the authority to act on the Member’s behalf at meetings held under Section 5.

3. AUTHORITY OF MEMBERS TO PARTICIPATE.

a. This Agreement is entered into pursuant to authority granted under Wis. Stat. § 66.0301. Each municipality identified in Section 2. a. that wants to become a member of the Group shall authorize participation in this Agreement by resolution or other binding action by the governing body or person authorized to act for such municipality.

b. By authorizing participation, each Member agrees to the terms and conditions of this Agreement, to the establishment of the Executive Committee created by this Agreement and to appoint a Member representative to the Group;

c. A copy of the document authorizing participation shall be sent to and be maintained on file with the Executive Committee.

4. POWERS OF THE GROUP

The Group, acting through Group Member Representatives, shall have the following powers:

a. To elect the members of the Executive Committee as set forth in Section 6.

b. To approve the five-year and annual budgets under Section 8.

c. To approve the bylaws proposed by the Executive Committee.

d. To share information and advise the Executive Committee on all matters including elements of the Adaptive Management Plan.

5. MEETINGS OF THE GROUP

a. The Group shall meet no less than four times per year.

b. A quorum shall be a majority of the Group Member Representatives and must include the representatives from the District and any other member who contributes at least one fifth of the allocated cost under Exhibit B. If a quorum is not present the members present may meet and share information, but no action may be taken.

c. Unless otherwise expressly provided by this Agreement, all votes of the Group Member Representatives shall be by a majority of the Group Member Representatives present at a meeting where there is a quorum.

d. All meetings shall be open meetings and require public notice in accordance with Wisconsin's open meeting laws. The Group shall encourage the participation of other interested parties including agricultural producers and nongovernmental entities.

6. EXECUTIVE COMMITTEE

a. Creation of Executive Committee. There is created a five member Executive Committee which will be a commission under Wis. Stat. § 66.0301(2) and (3), to administer the joint activities of the Yahara WINS Group. This commission shall be formally referred to as THE YAHARA WINS EXECUTIVE COMMITTEE, and referred to in this Agreement as the "Executive Committee". This Executive Committee shall operate as a governmental body under Wis. Stat. § 19.82(1).

b. Members of the Executive Committee. The Executive Committee shall be comprised of five Member representatives and two non-Member advisors.

(1) The Executive Committee members shall include a representative from the Madison Metropolitan Sewerage District and a representative from any Member, other than the District, who contributes at least one fifth of the allocated cost under Exhibit B. Of the remaining members, one must be from a city or village, one from

a town, and one will be an at large position. Member representatives for the cities and villages participating in this agreement will vote to select their representative to the Executive Committee, and Member representatives for the towns participating in this agreement will vote to select their representative to the Executive Committee, and the Member representatives of the group as a whole will vote to select the at large representative.

(2) Recognizing the key collaborative roles played by Dane County and members of the agricultural community in the Adaptive Management Pilot Project and their anticipated roles as this Agreement moves forward, Dane County and the Yahara Pride Farm Group may each appoint an advisor to the Executive Committee. The Executive Committee may in its discretion appoint additional advisors. The advisors shall be given notice of all Executive Committee meetings and may participate in such meetings as non-voting members.

c. Term. The term of the three elected members of the Executive Committee shall be for five year terms and the elected members may be reelected for one or more additional terms.

d. Purposes and Powers of the Executive Committee.

(1) To make, amend and repeal bylaws and rules related to the purpose and operation of the Group subject to approval by the Group.

(2) To invest funds not required for immediate disbursement in properties or securities as permitted by state law.

(3) To make and execute contracts and other instruments of any name or type necessary or convenient for the exercise of the powers granted herein, including contracts with engineers, legal counsel, administrative staff and other consultants.

(4) To accept contributions of capital from Members or third parties.

(5) To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Group and the Parties and to carry out the purposes and powers granted to it by this Agreement.

(6) To sue, and be sued, complain and defend in all courts, and also, appear in or before applicable governmental agencies administrative tribunals and legislative bodies.

e. No Compensation. The members of the Executive Committee shall serve without compensation, provided, however, that the Executive Committee shall have discretion to reimburse members of the Executive Committee for reasonable expenses incurred for special services to the Executive Committee.

f. Quorum. A quorum shall be a majority of the members of the Executive Committee and must include the representative from the District and the representative of any Member (other than the District) who contributes at least one fifth of the allocated cost under Exhibit B. No action may be taken in the absence of a quorum.

g. Voting. The members of the Executive Committee shall vote upon matters in the following manner:

(1) Voting in General. Unless otherwise expressly provided by this Agreement, the bylaws, or some other subsequent action of the Executive Committee, all votes shall be by a majority of the members of the Executive Committee present at a meeting where there is a quorum.

(2) Voting on Matters Which May Affect WPDES Permit

Compliance. The Executive Committee shall provide written notice to all Members of any

Intergovernmental Agreement-Final

Executive Committee proposed or recommended action potentially affecting any Member's WPDES permit, other than the development and implementation of the Adaptive Management Plan. Such actions include the following: (i) the development or implementation of terms and conditions of a WPDES permit; (ii) a violation of a WPDES permit, (iii) a WPDES permit modification or revocation (iv) a change in WPDES permit limits or compliance plan; or (v) any other action that could jeopardize a Member's WPDES permit compliance. Any Member so notified has 30 days from the date of the notice to provide a written objection to the Secretary of the Executive Committee to any such actions that affect its WPDES permit. In such a case, no final action may be taken by the Executive Committee without the further written consent of the objecting Member.

(h) Meeting. The Executive Committee shall meet no less frequently than quarterly. Additional meetings may be held at the request of any member of the Executive Committee.

7. OFFICERS.

a. Officers of the Executive Committee. The Officers of the Executive Committee are a President, a Vice-President, a Secretary, a Treasurer and such other Officers as the Executive Committee may designate. The President shall be the District representative. The Vice-President, Secretary, Treasurer and any other officers shall be elected by the members of the Executive Committee from among the members of the Executive Committee and shall serve five year terms.

b. Dual Signature Required. The signatures of two officers shall be required on all forms of approval for payment, and all legally binding documents executed in the name of the Executive Committee or the Group.

c. Duties. Unless otherwise determined by the Executive Committee, the duties of the officers shall include the following:

(1) President. The President shall be the principal executive officer of the Executive Committee, shall preside at all meetings of the Executive Committee and set the agenda.

(2) Vice-President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President.

(3) Secretary. The Secretary shall keep minutes of the meetings of the Executive Committee in one or more books provided for that purpose; see that all notices are duly given in accordance with this Agreement, or as required by law; and be custodian of the Executive Committee's records. The Secretary shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

(4) Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Group and shall have charge of the financial records of the Group. The Treasurer will work with District staff to set up a segregated account for the funds of the Group. The Treasurer shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

d. Removal. An officer other than the President may be removed from office with cause upon a majority vote of the members of the Executive Committee.

8. BUDGET

The Executive Committee shall prepare budget documents as follows:

a. Project Budget. The 20 year adaptive management cost to Members and the associated annual cost are listed in Exhibit B to this Agreement.

b. Five Year Budget. The Executive Committee shall break down the 20 year adaptive management costs into five year intervals corresponding with the estimated permit terms. The Five Year Budget shall be approved by a majority of the Member Representatives present in the meeting of the Group in which action on the Project Budget is taken. The Five Year Budget shall be updated no less than every five years and approved by the Group. Estimated project costs shall be allocated equally over the 20 year Adaptive Management Plan period to the extent practicable.

c. Annual Budget. The Executive Committee shall prepare a detailed annual budget of the estimated expenditures associated with the Adaptive Management Plan for the next calendar year, and present the annual budget to the Group for review no later than September 30th of each year. The annual budget shall be consistent with the Five Year Budget approved in Section 8 (b), and shall be approved by October 31st of each year by a majority of the Member Representatives of the Group present at the meeting in which action on the annual budget is taken. The Executive Committee shall send invoices to Members consistent with the annual cost shown in Exhibit B, subject to any revision consistent with Section 9 of this Agreement on or before December 15 of each year. The first invoice under this Agreement will be sent to Members on or before December 15, 2016 and will be for the calendar year 2017. Invoices will be sent to Members annually thereafter on or before December 15th of each year. Payments based on each annual invoice shall be made in two equal installments. The first installment shall be made on or

before February 28th of each year and the second installment shall be made on or before June 30th of each year.

d. Funds for 2016 are based on a continuation of annual payments made by the participants to the Adaptive Management Pilot Project at the same funding level as 2015. The Executive Committee shall receive any such payments to further the purposes of this Agreement and subject to the audit and reporting requirements set forth in Section 10.

9. CHARGES TO MEMBERS.

a. Costs shall be allocated among Members as shown in Exhibit B, except as otherwise provided in this Section. Cost allocations in Exhibit B are based on phosphorus load reductions and are determined by multiplying the total adaptive management project cost by the fraction of the total pounds of required project phosphorus reduction needed by each Member to meet its TMDL allocation under current conditions. For example, if the required phosphorus reduction of an individual member is equal to 5 percent of the total pounds of phosphorus reduction from all sources in this adaptive management project, that member is assigned 5 percent of the total project cost. For the purpose of Exhibit B, required phosphorus reductions were determined as follows:

(1) **Point Source Members:** For the purpose of this section, Point Source Members are those members who own or operate facilities identified in Appendices P, Q, R and S of the Rock River TMDL. The required phosphorus reduction is determined by subtracting the TMDL allocated phosphorus load from the current condition phosphorus load, with the current condition phosphorus load defined as the most recent five year average load (2010 thru 2014) using data obtained from the DNR. For all Point

Source Members, the allocated phosphorus load is consistent with the allocation specified in the TMDL. For Point Source Members that own or operate POTWs, required phosphorus reductions also factor in the need to meet the interim concentration limits specified in Section 14 (b).

(2) **MS4 Members:** For the purpose of this section MS4 Members are those Members who own Municipal Separate Storm Sewer Systems as identified in Appendices T, U, and V of the Rock River TMDL, except that the University of Wisconsin-Madison shall also be considered an MS4 Member. The required phosphorus reduction for MS4 Members is determined by subtracting the TMDL allocated phosphorus load from the TMDL baseline phosphorus load.

b. Members shall commit to payment in accordance with the schedule in Exhibit B.

c. Notwithstanding Exhibit B, it is recognized that MS4 Members may update stormwater modeling consistent with the DNR guidance document titled “TMDL Guidance for MS4 Permits: Planning, Implementation and Modeling Guidance” (October 20, 2014). If the updated modeling is reviewed and approved by DNR, and shows a required annual phosphorus reduction that is different than what was used to develop the cost allocation in Exhibit B, the cost for that MS4 Member in Exhibit B will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

If the revised phosphorus reduction information is received by the Executive Committee on or before September 1st of any year, the revised cost will be applied to all years going forward. For example, if data is received on or before September 1, 2017 that results in a revised cost being calculated, that revised cost will be applied to annual payments beginning in 2018. Additionally, a true-up will be allowed at the end of every five year WPDES permit term to reflect practices that may have been added during that WPDES permit term that result in a revised phosphorus reduction and therefore a revised cost, provided those reductions are in excess of the baseline reductions in Section 14 (a). Revised costs would be calculated using the above formula and would be applied to annual payments going forward.

d. If an MS4 makes an initial payment in 2017 based on Exhibit B and subsequently submits information that results in a revised cost that is less than shown in Exhibit B, the amount of overpayment shall be credited to the MS4 over the next four year period in equal annual installments. If an MS4 makes an initial payment in 2017 based on Exhibit B and subsequently submits information that results in a revised cost that is greater than shown in Exhibit B, the underpayment shall be recovered from the MS4 over the next four year period in equal annual installments.

e. Notwithstanding Exhibit B, the costs for Point Source Members will be revised at the end of 2016 using the most recent five year phosphorus load averaging period if it is different than the averaging period used in developing the cost allocations in Exhibit B. The cost will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

The revised cost will be applied to the years going forward. Additionally, a recalculation of the phosphorus load will be made at the end of every five year WPDES permit term using the most recent five year average and will be used to calculate a revised cost, which will be applied to annual payments for the years going forward. The revised cost will be calculated using the formula in this section.

f. MS4 Members and Point Source Members participating in this agreement may choose to accomplish some of their TMDL required phosphorus reduction independently and therefore “purchase” only a portion of their required phosphorus reduction through adaptive management. In this case, the Exhibit B cost or the Revised Cost (whichever is applicable) will be adjusted by multiplying it by the fraction of the required phosphorus reduction that is purchased through adaptive management. For example if an MS4 Member or Point Source Member purchases ninety-five percent of its required phosphorus load through adaptive management, the cost would be revised as follows:

$$\text{Exhibit B Cost or Revised cost (whichever is applicable)} \times 0.95 = \text{Adjusted Cost}$$

g. MS4 Members and Point Source Members choosing to purchase only a portion of their required phosphorus reduction through adaptive management agree that they must have a plan in place to accomplish the portion not purchased. The plan should identify significant anticipated milestones. In addition, they agree to provide a summary to the Group at a frequency of at least once every two years specifying progress made in achieving the reductions not accomplished through adaptive management.

MS4 Members and Point Source Members shall specify at the time they execute this agreement the portion of their required phosphorus reduction, expressed in pounds per year, which they will accomplish independently. The adaptive management project costs will be reviewed at least 360 days prior to the end of a five-year WPDES permit term for which the Adaptive Management Plan is a permit condition. The costs may be adjusted based on this review and upon approval by a majority of the Members. Adjustments (if any) may result in either a lower or higher charge to members going forward. Adjustments (if any) in the charge to Members will be made at the start of the next five-year WPDES permit term and will be made proportional to the required phosphorus reduction of Members. Adjustments will be reflected in the Five Year Budget under Section 8.

10. AUDIT AND REPORTING

- a. The Executive Committee shall arrange for a financial audit of the Group's financial records on an annual basis by an independent accounting firm using generally accepted accounting principles.
- b. The Executive Committee shall prepare an annual report and provide it to all Members and to other government agencies as may be required. In addition to containing financial information, the annual report shall describe activities undertaken and progress made over the preceding year with respect to implementation of the Adaptive Management Plan. The annual report shall review the effectiveness of the measures undertaken as part of the Adaptive Management Plan and to the extent possible document the amount of phosphorus reduced by each of the project elements implemented under this

Adaptive Management Plan. The annual report shall be distributed to the Group and published on the Group's website by June 30th of each year.

11. LIABILITY OF THE EXECUTIVE COMMITTEE AND/OR GROUP.

a. In the event any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is not directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be treated as a cost of the Group to be allocated among all Members proportional to the phosphorus reduction associated with each Member as determined consistent with this Agreement.

b. If any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be allocated among those Members whose actions caused the imposition of the costs or expenses to the Group or Executive Committee, in proportion to their responsibility as determined by the presiding official of the judicial or administrative proceeding, or if no such determination, by the Executive Committee. Any member of the Executive Committee who represents a Member with an interest in the determination shall recuse themselves from all participation on the Executive Committee as to that issue. Any Member not satisfied with the decision of the Executive Committee can request the issue be resolved through mediation. The costs of mediation are to be borne equally by each Member to the mediation.

12. TERM OF AGREEMENT AND WITHDRAWAL.

a. The term of this Agreement shall begin on April 15, 2016 and will generally coincide with the term of the approved Adaptive Management Plan which is anticipated to be approximately 20 years from approval.

b. This Agreement shall terminate upon conclusion of the Adaptive Management Plan or termination of the Adaptive Management Plan if the Adaptive Management Plan is terminated by DNR. This Agreement may also be terminated at a duly noticed meeting of the Group, upon a two thirds vote by Member Representatives of the Group to terminate the Agreement, at least 270 days prior to the end of a WPDES permit term for which the Adaptive Management Plan is a permit condition. In no event shall termination become effective prior to the end of a WPDES permit term.

c. An individual Member may withdraw from the Agreement by providing notice at least 270 days prior to the end of a five-year WPDES permit term for which the Adaptive Management Plan is a permit condition, if the Member has paid its contribution for the five year WPDES permit period.

13. ADAPTIVE MANAGEMENT ADMINISTRATION

a. The Adaptive Management Plan shall be prepared by the District. The purpose of the Adaptive Management Plan when implemented is to fulfill the phosphorus TMDL obligations of Members, after accounting for baseline requirements that Members are required to meet individually pursuant to Section 14, and after accounting for adjustments that may be made pursuant to Section 9. TSS reductions associated with phosphorus reduction practices will also be quantified as part of the Adaptive Management Plan. If this Agreement is in effect prior to the submittal of the Adaptive Management

Plan to DNR by the District, then the District shall submit the Adaptive Management Plan to the Group for review and comment at least 60 days prior to District submittal to DNR.

b. Every five years as the WPDES permits come up for renewal, the District will prepare any amendment to the Adaptive Management Plan necessary to achieve the project goals and approval by the DNR. The District shall submit any Adaptive Management Plan amendments to the Group for review and comment at least 90 days prior to District submittal to DNR.

c. The District shall be responsible for administration and management of the Adaptive Management Plan and related activities, including contract management. The District will also serve as the primary contract laboratory for analysis of routine parameters (e. g. phosphorus, TSS, and nitrogen) from water samples collected as part of the adaptive management project, and can recover associated analytical costs from the Group.

14. ADAPTIVE MANAGEMENT PERMITTEE PROVISIONS

a. All MS4 Members participating in this Agreement are individually responsible for meeting the TMDL baseline conditions for sediment (TSS) and phosphorus control. The baseline condition for MS4 Members is 40% TSS control and 27% phosphorus control. These reductions must be achieved within each stream reach that they discharge to as identified in the TMDL. Trading with another MS4 member located within the same stream reach that has exceeded the baseline condition can be used to meet the baseline condition, but trade agreements are the responsibility of the participating Members and are not addressed directly through this Agreement.

b. All POTWs participating in this Agreement are required to meet an annual average effluent phosphorus concentration of 0.6 mg/L by the end of the first full WPDES permit term following implementation of the DNR approved Adaptive Management Plan, and an annual average effluent concentration of 0.5 mg/L by the end of the second full WPDES permit term following implementation of the DNR approved Adaptive Management Plan.

c. In the event the Adaptive Management Plan is terminated by DNR prior to the end of the original term of the Adaptive Management Plan, or if at the end of the adaptive management period DNR determines that the phosphorus and sediment (TSS) allocations identified in the TMDL have not been met for a stream reach, Members will be individually responsible for taking any additional steps needed to achieve compliance with phosphorus and sediment (TSS) reduction requirements in their WPDES permits. This could include converting to a water quality trading program that is consistent with applicable DNR guidance. Verifiable phosphorus and sediment (TSS) reductions or “credits” achieved through the adaptive management project will be distributed to Members proportionate to the Charges to Members under Section 9 of this Agreement, but use in a water quality trading program is subject to applicable DNR guidance.

d. In the event municipal boundaries change during the term of this Agreement, as land transfers from one municipality to another, the associated phosphorus load reduction and the associated payment responsibility also transfers to the new municipality.

e. Upon completion or termination of the adaptive management project, any funds remaining in the segregated account for the Group following payment of all

project expenses, shall be returned to members of the Group in direct proportion to the contribution made by each member of the Group.

15. NONDISCRIMINATION

In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age color, sex handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status.

16. MISCELLANEOUS

a. Municipal Liability. Nothing in this Agreement shall constitute a waiver of any limitations on municipal or state agency liability that may exist as a matter of law, including but not limited to limitations in Wis. Stat. ch. 893.

b. Counterparts. This Agreement may be executed in counterparts, and the signatures of each party on separate copies of the Agreement shall be fully effective to bind each of them to the Agreement with any other party that signs any separate copy of the Agreement.

c. Entire Agreement. This Agreement supersedes any prior studies, memoranda, letters or oral discussions or understandings about the participation of any of the Members in this joint project. This Agreement represents the entire agreement of the Parties as to organization and the goals of the Group.

d. Amendment or Modification. No amendment or modification may be made to this Agreement except in writing signed by a two thirds majority of all Members.

e. Choice of Law. This Agreement shall, in general, be governed by and construed in accordance with the laws of the State of Wisconsin.

f. Exclusive Benefit. This Agreement is for the exclusive benefit of the Parties and their successors in interest and shall not be deemed to give any legal or equitable right, remedy or claim to any other entity or person.

g. No Joint Venture. This Agreement does not establish or evidence a Joint Venture or partnership between the Parties. No Party is liable for another Party's actions as a result of entering into this Agreement.

h. Succession. All the terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including future governing bodies of the respective Members.

i. Notice. Any notice required or given under this Agreement shall be effective if mailed by U. S. mail, postage prepaid, to the representatives at the addresses set forth after the signatures below, or any substituted address or representative as is filed with the Secretary of the Executive Committee.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the dates set forth below:

By:

Date of Execution

Municipality Name

(Authorized Representative Signature)

(Authorized Representative Typed Name)

(Authorized Representative Title)

Address:

Exhibit A: Map of the Yahara Watershed

Rock River TMDL Reaches

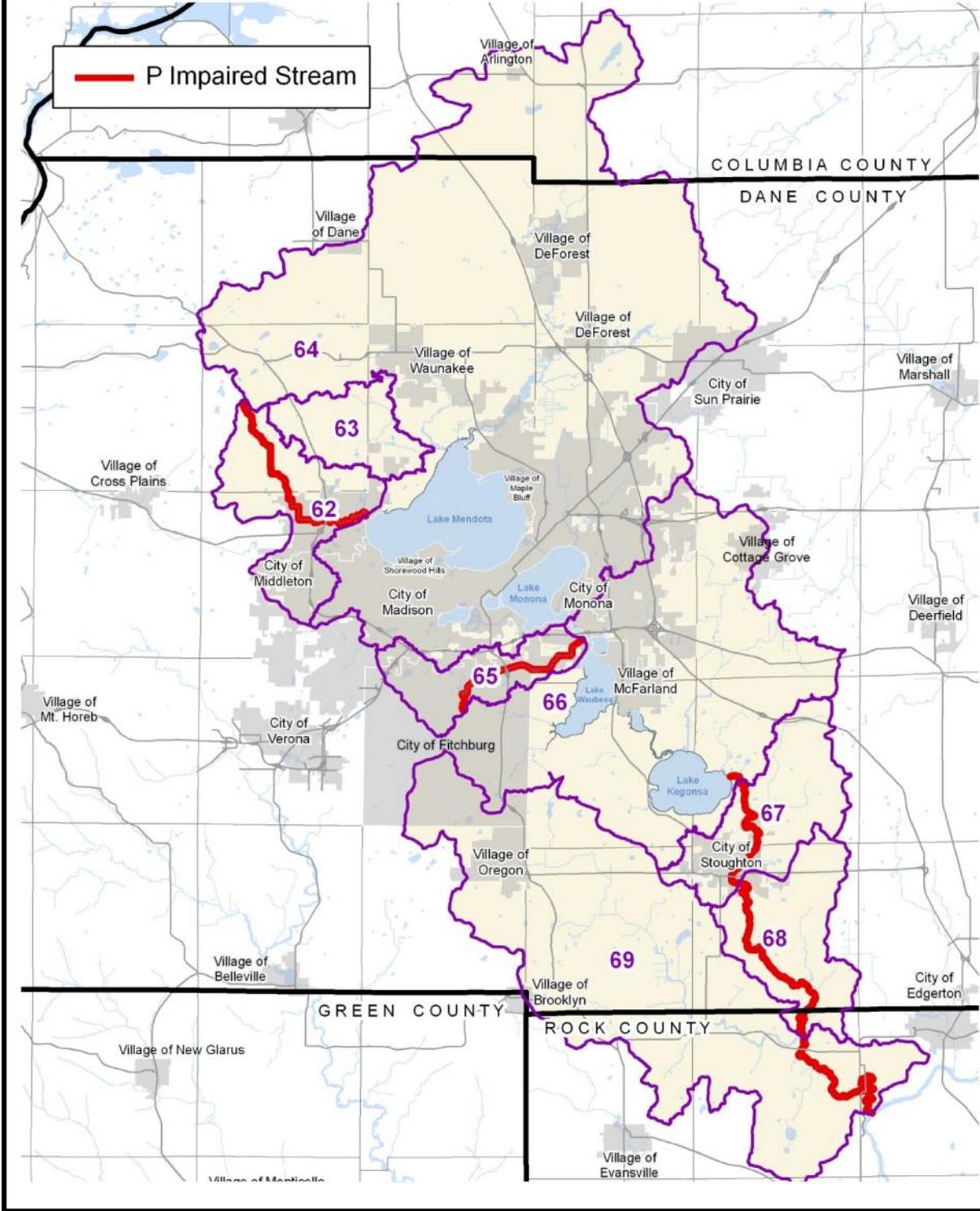


Exhibit B: Preliminary Cost Allocations
(Note: Section 9 outlines how preliminary costs can be adjusted)

Member	Required Phosphorus Reduction (lbs/yr)	Annual Adaptive Management Cost
Blooming Grove, Town	460	\$23,000
Bristol, Town	412	\$20,000
Burke, Town	1,139	\$56,000
Cottage Grove, Town	635	\$31,000
Cottage Grove, Village	240	\$12,000
DeForest, Village	837	\$41,000
DNR-Fish Hatch	209	\$10,000
Dunkirk, Town	553	\$27,000
Dunn, Town	703	\$35,000
Fitchburg, City	2,141	\$105,000
Madison, City	15,836	\$779,000
Madison, Town	580	\$29,000
Maple Bluff, Village	181	\$9,000
McFarland, Village	736	\$36,000
Middleton, City	2,370	\$117,000
Middleton, Town	475	\$23,000
MMSD (BFC) WWTP	10,444	\$514,000
Monona, City	862	\$42,000
Oregon WWTP	1,619	\$80,000
Pleasant Springs, Town	432	\$21,000
Shorewood Hills, Village	221	\$11,000
Stoughton WWTP	109	\$5,000
Stoughton, City	229	\$11,000
Sun Prairie, City	634	\$31,000
University of Wisconsin-Madison	431	\$21,000
Waunakee, Village	1,091	\$54,000
Westport, Town	940	\$46,000
Windsor, Village	1,351	\$66,000



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

October 9, 2015

Mr. Daniel Stephany
Director of Public Works and Utilities
City of Monona
5211 Schluter Road
Monona, WI 53716

Re: Bridge Road and Frost Woods Road
Pavement Marking and Signing Updates

Dear Mr. Stephany:

Strand Associates, Inc.® has reviewed alternatives for providing additional pavement markings and signage for the major intersections of Bridge Road/Winnequah Road and Bridge Road/Frost Woods Road. The alternatives presented in the enclosed marking and signing plan are discussed in more detail as follows.

Bridge Road and Winnequah Road

Currently this intersection has stop-control for the northbound, westbound, and southbound through and left-turn approaches. The eastbound approach and southbound right turn operate under a free-flow condition. Traffic volumes on Bridge Road are 8,300 vehicles per day (vpd) west of the intersection and 2,700 vpd east of the intersection. Winnequah Road has a daily volume of 4,100 vpd north of the intersection. In our review of this intersection, we developed two alternatives for consideration to convert this intersection to a more traditionally operating intersection.

A. Two-Way Stop-Control

The first alternative developed was the conversion of this intersection to two-way stop-control on Bridge Road. This will involve removing the stop sign for westbound Bridge Road and installing a stop sign for the southbound right-turn. The location of the stop sign for the southbound right turn will require it to be placed in the existing sidewalk adjacent to the roadway or behind the walk with an extension arm. This alternative will also paint crosswalks on the south and east approaches and repaint the crosswalk on the west approach.

An advantage of this alternative is that it maintains the existing free-flow conditions for eastbound Bridge Road traffic and allows the intersection to be converted to a more standard operating condition with westbound Bridge Road also operating free flow. A disadvantage is the increased delays on the northbound and southbound legs.

B. All-Way Stop-Control

The second alternative developed was the conversion of this intersection to all-way stop-control. This will involve installing stop signs on the eastbound approach and the southbound right turn. The location

KRH:plh\S:\MAD\1000--1099\1093\026\Wrd\Bridge Road Reivew\2015-10-09 Bridge Road Marking and Signing.docx

Mr. Daniel Stephany
 City of Monona
 Page 2
 October 9, 2015

of the stop sign for the southbound right turn will require it to be placed in the existing sidewalk adjacent to the roadway or behind the walk with an extension. This alternative also includes the additional painted crosswalks from the two-way stop-controlled alternative.

An advantage of this alternative is that it improves operations on the northbound, westbound, and southbound legs and convert the intersection to a more standard operating condition. A disadvantage is increasing delay on the southbound right turn and the eastbound leg.

An additional item to address with both alternatives at this intersection is the curb ramps in the southwest quadrant. Today there are two curb ramps with detectable warning fields but only the eastern crosswalk is painted directing pedestrians across Bridge Road as shown in Figure 1. The western curb ramp is not used and could cause confusion for pedestrians.



Figure 1 Existing Curb Ramps in Southwest Quadrant of Bridge Road/Winnequah Road

The intersection alternatives can use both curb ramps. The western one allows pedestrians to cross Bridge Road and the eastern one allows pedestrians to cross Winnequah Road. This change would be required for the all-way stop-control because, if the current crosswalk location is maintained, the western curb ramp would be near where the stop sign should be placed. This could inadvertently direct pedestrians into the cars stopped at the stop bar. Even though there is no stop bar located here with the two-way stop-control alternative, we still recommend changing the crosswalk striping in a similar manner. The curb ramp at this location could be modified to a more standard Wisconsin Department of Transportation Type 1 layout, and both crosswalks could use the same curb ramp at approximately the location of the eastern curb ramp.

Mr. Daniel Stephany
City of Monona
Page 3
October 9, 2015

Bridge Road and Frost Woods Road

Currently this intersection has stop-control on northbound Bridge Road and westbound Frost Woods Road. Southbound Bridge Road has no sign control. Our review of this intersection indicated it would be desirable to convert the intersection to all-way stop-control and add crosswalks on all approaches. These changes will convert the intersection to a more standard operating condition. The inclusion of the crosswalks will increase recognition of this location as a major intersection where pedestrian traffic may be present. A stop sign will also be required at the southbound approach with this alternative.

The other minor intersections along Bridge Road and Frost Woods Road were also reviewed for modifications. It is not recommended to make marking modifications, including the addition of crosswalk marking, at these locations because it may set a precedent to add crosswalks to all minor intersections in the City. If sidewalks existed at these intersections, crosswalks would be warranted.

If you have any questions about this analysis and the enclosed pavement marking and signing plans, please call.

Sincerely,

STRAND ASSOCIATES, INC.®

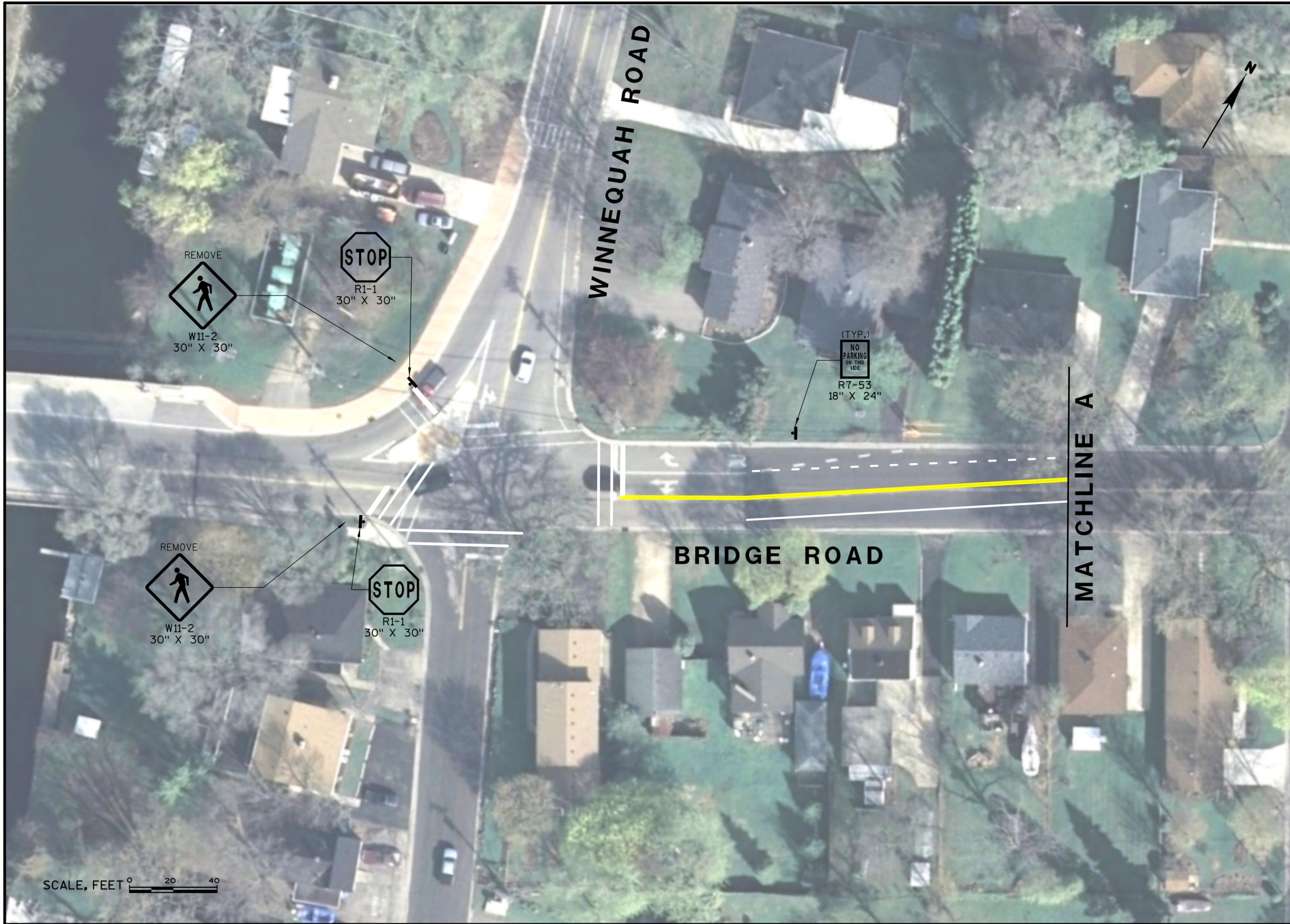


Josh Straka, P.E.



Kyle Henderson, P.E.

Enclosures



**BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN**

ALL-WAY STOP CONTROL

CITY OF MONONA
MONONA, WI



FIGURE 2-1A
1093.026

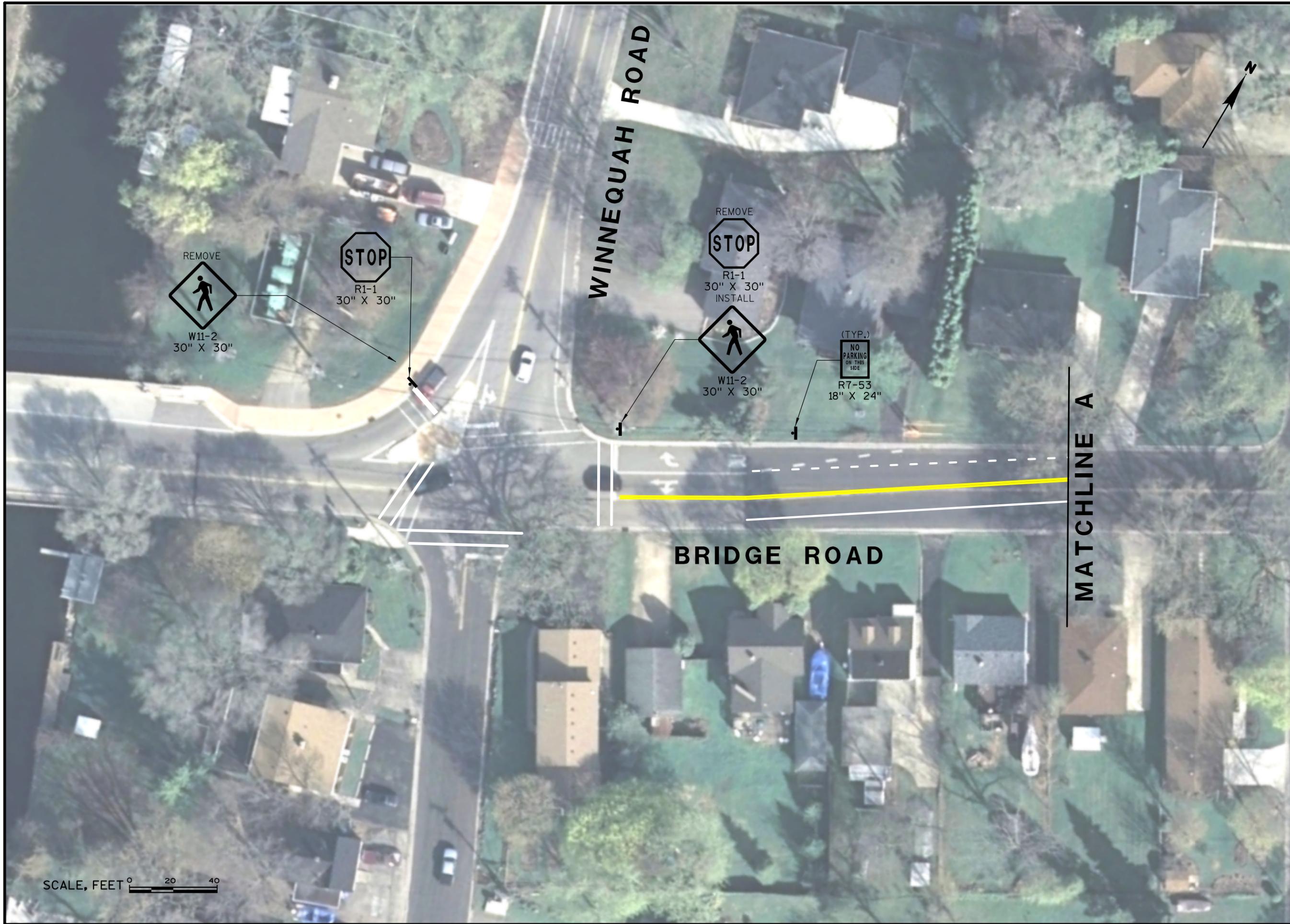
SCALE, FEET 0 20 40

\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$



SCALE, FEET 0 20 40

**BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN
TWO-WAY STOP CONTROL**
CITY OF MONONA
MONONA, WI



FIGURE 2-1B
1093.026

\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$



SCALE, FEET 0 20 40

**BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN**

**CITY OF MONONA
MONONA, WI**



FIGURE 2-2
1093.026

\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$



**BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN**

**CITY OF MONONA
MONONA, WI**



FIGURE 2-3
1093.026

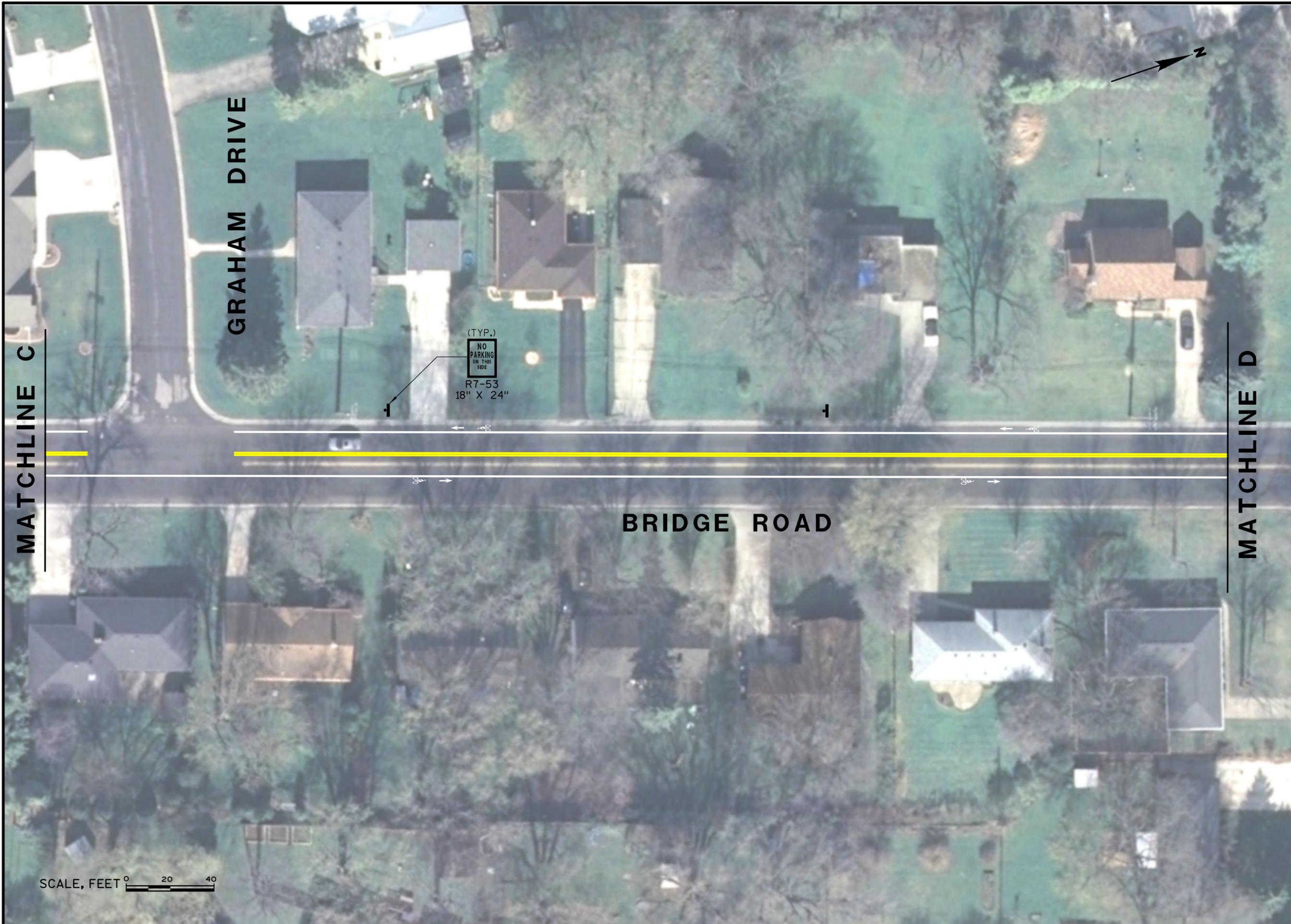
SCALE, FEET 0 20 40

\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$



MATCHLINE C

GRAHAM DRIVE

(TYP.)
NO
PARKING
ON THIS
SIDE
R7-53
18" X 24"

BRIDGE ROAD

MATCHLINE D



SCALE, FEET 0 20 40

BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN

CITY OF MONONA
MONONA, WI



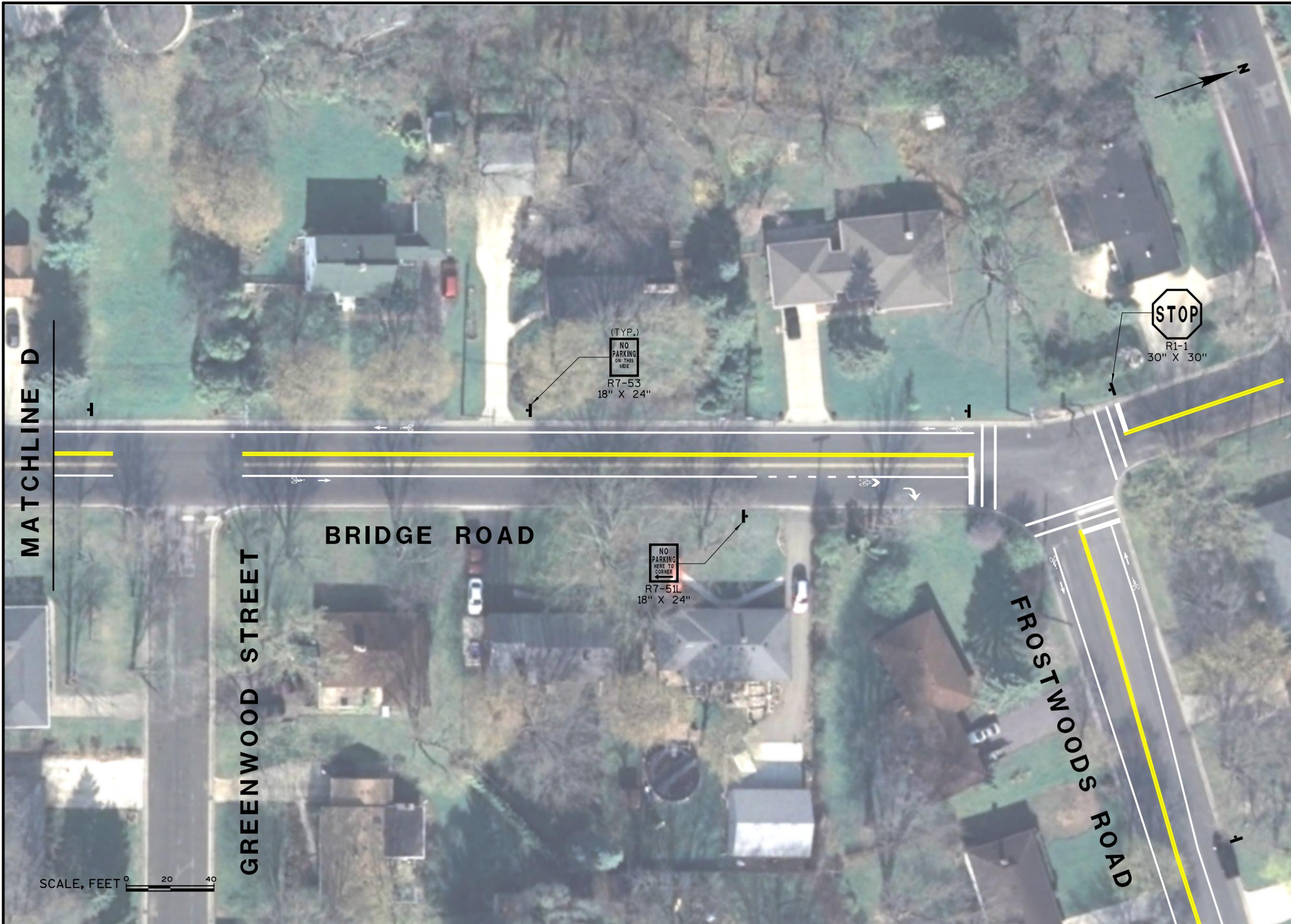
FIGURE 2-4
1093.026

\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$



MATCHLINE D

BRIDGE ROAD

GREENWOOD STREET

FROSTWOODS ROAD

(TYP.)
NO PARKING
ON THIS
SIDE
R7-53
18" X 24"

NO PARKING
HERE TO
CORNER
R7-51L
18" X 24"

STOP
R1-1
30" X 30"



SCALE, FEET 0 20 40

BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN

CITY OF MONONA
MONONA, WI



FIGURE 2-5
1093.026

\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$



CARINAL CRECENT

FROSTWOODS ROAD

BRIDGE ROAD

MATCHLINE E

NO PARKING
HERE TO CORNER
R7-51L
18" X 24"



SCALE, FEET 0 20 40

**BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN**

CITY OF MONONA
MONONA, WI



FIGURE 2-6
1093.026

\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$



MATCHLINE E

MATCHLINE F

FROSTWOODS ROAD

SYLVAN LANE

GATEWAY GREEN



SCALE, FEET 0 20 40

BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN

CITY OF MONONA
MONONA, WI



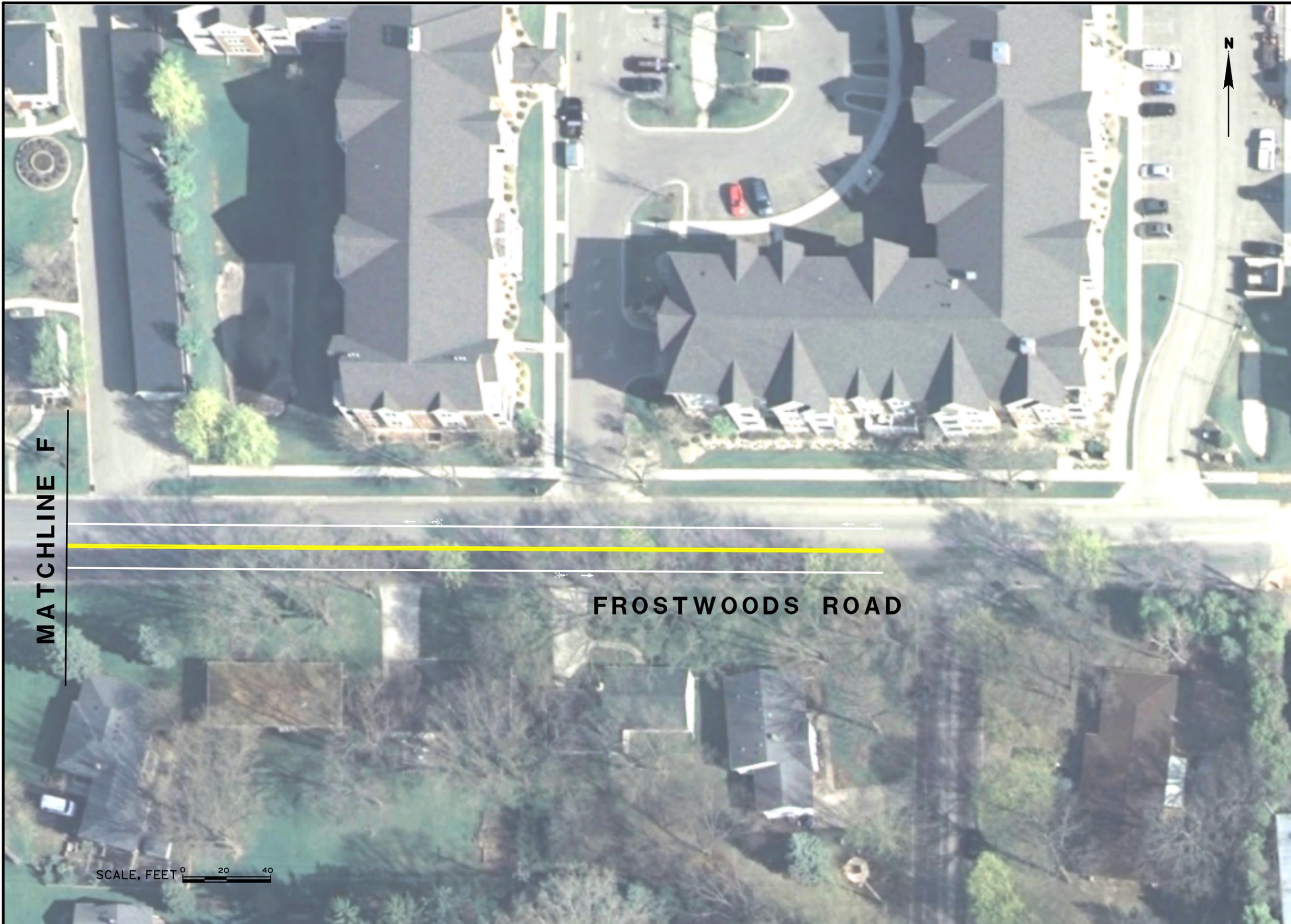
FIGURE 2-7
1093.026

\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$



MATCHLINE F

FROSTWOODS ROAD



SCALE, FEET 0 20 40

**BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN**

**CITY OF MONONA
MONONA, WI**



FIGURE 2-8
1093.026

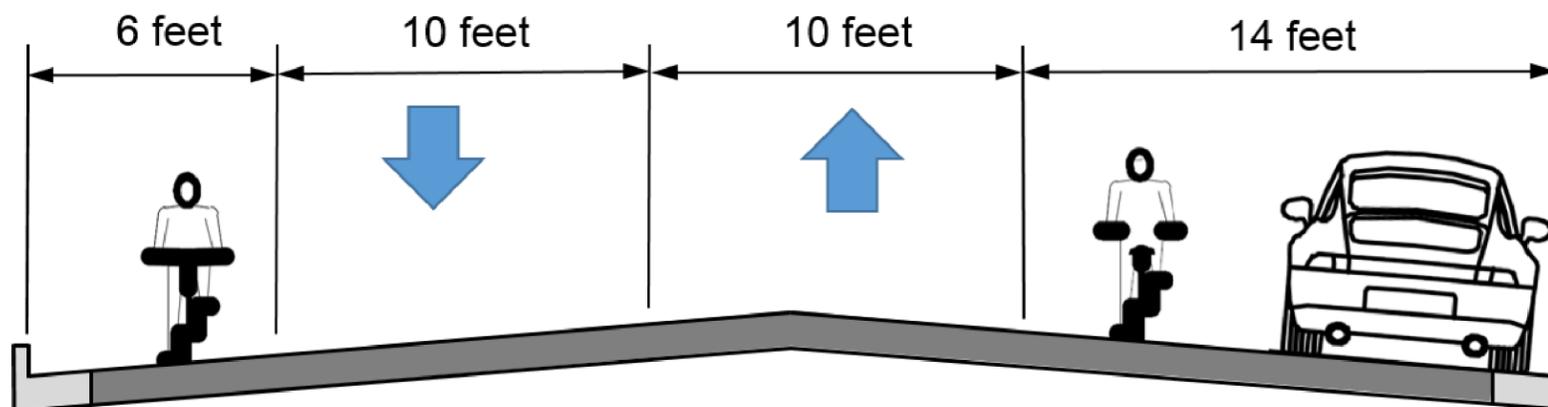
\$FILE\$

\$USER\$

\$DATE\$

\$TIME\$

**Proposed Bike Lane Typical Section
(Bridge Road Looking North)
(Frostwoods Road Looking West)**



**BRIDGE ROAD AND FROSTWOODS ROAD
PAVEMENT MARKING AND SIGNING PLAN
FINISHED TYPICAL SECTION**

**CITY OF MONONA
MONONA, WI**



**FIGURE 1-1
1093.026**

Resolution No. 16-2-XXXX
Monona Common Council

**A RESOLUTION AMENDING THE BRIDGE ROAD RECONSTRUCTION DESIGN
AND CONSTRUCTION ADMINISTRATION SERVICES CONTRACT**

WHEREAS, Strand Associates is currently under contract to complete design and construction administration services for the Bridge Road Reconstruction Project, and is under contract for the Library parking lot reconstruction design; and,

WHEREAS, the 2016 Capital Budget includes an allocation of \$260,000 to complete design services for the 2017 Road Reconstruction Project; and,

WHEREAS, the public works department staff is seeking approval to amend the current Bridge Road Reconstruction services contract with Strand Associates based on familiarity with nearly a dozen Strand staff, the successful design and management of numerous large scale, high cost projects for the City in the recent past, and to maximize project efficiencies (reduced permit costs, fewer projects out for bid, better project coordination, etc.); and,

WHEREAS, the amendment request includes additional 2016 design services expense of \$247,900 (combined total \$331,000), and additional 2017 construction related service expenses of \$219,000 (combined total \$291,000); and,

WHEREAS, the combined project will be referred to as the 2017 Road Reconstruction Project; and,

WHEREAS, the Public Works Committee reviewed this topic at its February 3, 2016 meeting and has recommended approval of the amendment to the Bridge Road Reconstruction services contract with Strand Associates to complete design services for a combined 2016 expense of \$331,000, and to complete 2017 construction services for a combined expense of \$291,000; and,

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the Bridge Road Reconstruction services contract with Strand Associates be amended to include the additional Scope of Services outlined in the proposal, and for the combined 2016 design services expense of \$331,000 and the combined 2017 construction related services expense of \$291,000, and to change the project name to the 2017 Road Reconstruction Project is hereby approved.

Adopted this _____ day of _____ 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Public Works Committee – 2/3/16

Council Action:

Date Introduced: _____

Date Approved: _____

Date Disapproved: _____

City of Monona
POLICY AND FISCAL NOTE

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. 16-02-xxxx
		Ordinance Amendment No. _____

Title:
 Bridge Road Reconstruction Design Contract Amendment

Policy Analysis Statement:

Brief Description Of Proposal:

Strand Associates is currently under contract to complete design services for the Bridge Road Reconstruction Project, for the amount of \$83,100. The attached proposal is an amendment to the Bridge Road design contract that would include design services, and bidding related services for Bridge Road reconstruction, Well 2 parking lot design (originally scheduled for 2017 construction), and the roads listed for reconstruction in 2017; Tonyawatha - Winnequah to Progressive, Schultz-Tonyawatha to Winnequah, Dean-Winnequah to Tonyawatha, Progressive-Tonyawatha to Winnequah, and McKenna-Dean to Greenway. The reconstruction of the library parking lot would be part of the 2017 bid, as Strand is completing this design as well.

Current Policy Or Practice:

Design services for the 2017 road reconstruction project are accounted for in the 2016 Capital Budget.

Approved Capital Budget - Bridge Road Design Services: \$83,100
 Approved Capital Budget - Local Road Reconstruction Design Services:\$260,000
 Total Approved Funding for Design: \$343,100

Impact Of Adopting Proposal:

Proposed additional design costs: \$247,900 (\$331,000 total)
 Capital Budget Allocation for Design: \$343,100
 Expected Capital Budget Balance: \$12,100

The remaining balance will be used to cover permit expenses, and complete any needed testing or analysis.

2017 Capital Budget – Combined Construction Related Services:\$291,000

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
- Creates new expenditure account
- Creates new revenue account
- Increases expenditures
- Increases revenues
- Increases/decreases fund balance: Capital Fund.

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

Expenditure/Revenue Changes:

Budget Amendment No.				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
400	57	57330	983	Bridge Road Reconstruction Design	\$83,100			\$83,100
400	57	57330	987	Local Road Reconstruction Design	\$260,000			\$260,000

Prepared By:

Department: Public Works
 Prepared By: Daniel Stephany, Dir Public Works
 Reviewed By: Marc Houtakker, Finance Director

Date: January 29, 2016
 Date:

Amendment No. 1 to Task Order No. 15-06
City of Monona, Wisconsin (CITY)
and Strand Associates, Inc.® (CONTRACTOR)
Pursuant to INDEPENDENT CONTRACT AGREEMENT
for Municipal Engineering Services dated April 13, 2012

This is Amendment No. 1 to the referenced Task Order.

Project Name: Bridge Road Reconstruction

Under Project Information,

REPLACE Project Name with the following:

“Project Name: 2017 Local Road Reconstruction”

REPLACE Services Description with the following:

“Provide engineering services for the reconstruction of Bridge Road from West Broadway Road to the Yahara River Bridge Crossing, Tonyawatha Trail from Winnequah Road to Progressive Lane, Schultz Place from Tonyawatha Trail to Winnequah Road, Dean Avenue from Tonyawatha Trail to Winnequah Road, Progressive Place from Tonyawatha Trail to Winnequah Road, McKenna Road from Dean Avenue to Greenway Road, and parking and site improvements at Well No. 2.”

Under Scope of Services,

REPLACE Design Services in its entirety with the following:

- “1. Conduct a topographic survey for the project and including approximately 2,000 linear feet (lf) along Bridge Road, 2,400 lf along Tonyawatha Trail, 380 lf along Schultz Place, 650 lf along Dean Avenue, 270 lf along Progressive Place and 1,270 lf along McKenna Road. Provide topographic site survey around Well No. 2. for driveway and parking improvements.
2. Design new water main and storm sewer along Bridge Road and show on the plan and profile drawings. This includes water main design from Winnequah Road to the south side of West Broadway Avenue. Design new water main and line existing sanitary sewer along Tonyawatha Trail, Schultz Place, Dean Avenue, Progressive Place, and McKenna Road and show on the plan and profile drawings. Design intersection storm water improvements along Tonyawatha Trail, Schultz Place, Dean Avenue, and Progressive Place. Design new asphaltic parking and access improvements at Well No 2.
3. Prepare plan and profile drawings and cross sections for street, sidewalk, and utility reconstruction.
4. Prepare erosion control drawings and miscellaneous details.
5. Prepare construction staking and traffic control drawings.
6. Assist CITY with identification of easement and right-of-way for the project. Provide up to four easement descriptions for the project. CITY shall acquire all right-of-way and easements.
7. Submit final drawings, specifications, and related forms to the Wisconsin Department of Natural Resources (WDNR) for an anticipated WDNR Notice of Intent Permit Coverage. Up to two submittals are anticipated.

- 8. Submit final drawings, specifications, and related forms to the WDNR for an anticipated WDNR Chapter 30 Coverage; communicate with the United States Army Corps of Engineers. Up to two submittals are anticipated.
- 9. Submit final drawings, specifications, and water main extension forms to the WDNR for approval. Up to two submittals are anticipated.
- 10. Prepare an opinion of probable construction cost for the project.
- 11. Assist CITY with utility coordination. Correspond with Madison Gas and Electric regarding the burial of overhead lines along Bridge Road.
- 12. Attend up to four design meetings with CITY, two Public Works Committee meetings, two public informational meetings, and two City Council meetings.
- 13. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineering drawings. Bidding Documents will be separated into two bid packages.
- 14. Prepare draft and final special assessment information for McKenna Road.”

REPLACE Bidding-Related Services, item No. 4, with the following:

“4. Prepare up to six sets of Contract Documents for signature.”

REPLACE Construction-Related Services, item No. 2, with the following:

“2. Provide up to 2,400 hours of full-time Resident Project Representative services.”

REPLACE Compensation in its entirety with the following:

“CITY shall compensate CONTRACTOR for Design Services under this Task Order on an hourly rate basis plus expense an estimated fee of \$331,000 (an increase of \$247,900).

CITY shall compensate CONTRACTOR for Bidding-Related Services and Construction-Related Services under this Task Order on an hourly rate basis plus expenses a fee of \$291,000 (an increase of \$219,000), when authorized.”

REPLACE Schedule in its entirety with the following:

“Design Services will begin upon execution of this Task Order which is anticipated on June 1, 2015. Authorization for Bidding-Related Services and Construction-Related Services is anticipated following the approval of the 2017 CITY budget in the fall of 2016. All services are anticipated for completion on December 31, 2017.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

CONTRACTOR:

STRAND ASSOCIATES, INC.®

CITY:

CITY OF MONONA

DRAFT

Matthew S. Richards
Corporate Secretary

Date

April Little
City Administrator

Date

**NOT FOR
SIGNATURE
DRAFT**



**INDEPENDENT CONTRACTOR AGREEMENT
For Municipal Engineering Services**

**Amendment to Initial Agreement Dated April 4, 2012
3. Contract Term (Renewal)**

THIS AGREEMENT is entered into effective as of the last date of signature by and between the City of Monona, a Wisconsin municipal corporation (hereinafter the "CITY") and the CONTRACTOR identified below (hereinafter the "CONTRACTOR").

CONTRACTOR:	<u>Strand Associates</u>
ADDRESS:	<u>910 West Wingra Drive</u>
CITY/STATE/ZIP CODE:	<u>Madison, WI 53715</u>
CONTRACTOR'S REPRESENTATIVE:	<u>Joshua Straka</u>

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

3. TERM/TERMINATION. Immediately upon completion of the initial three (3) year period expiring April 4, 2015, this AGREEMENT, shall automatically renew under identical provisions for subsequent one year terms, unless at least 90 days prior to the termination date of any such additional term, either party gives written notice to the other of its intention to terminate this AGREEMENT upon termination of then current term. Notwithstanding the previous two sentences, the CITY reserves the right to terminate this AGREEMENT at any time for the convenience of the CITY upon 30 days written notice to the CONTRACTOR. In the event of termination, the CITY will pay the CONTRACTOR for all satisfactorily completed services prior to termination of this AGREEMENT.

Task Order No. 15-06
City of Monona, Wisconsin (CITY)
and Strand Associates, Inc.[®] (CONTRACTOR)
Pursuant to INDEPENDENT CONTRACT AGREEMENT
for Municipal Engineering Services dated April 13, 2012

Project Information

Project Name: Bridge Road Reconstruction

Services Description: Provide engineering services for the reconstruction of Bridge Road from West Broadway Road to the Yahara River Bridge Crossing.

Scope of Services

CONTRACTOR will provide the following services to CITY.

Design Services

1. Conduct a topographic survey for the project area including approximately 1,500 linear feet along Bridge Road.
2. Design new water main and storm sewer and show on plan and profile drawings. This would include water main design from Winnequah Road to the south side of West Broadway Avenue.
3. Prepare plan and profile drawings and cross sections for street and sidewalk reconstruction.
4. Prepare an erosion control plan and miscellaneous details.
5. Prepare construction staking and traffic control plan.
6. Assist CITY with identification of easement and right-of-way needed for the project.
7. Submit final drawings, specifications, and related forms to the Wisconsin Department of Natural Resources (WDNR) for an anticipated WDNR Notice of Intent Permit Coverage.
8. Submit final drawings, specifications, and related forms to the WDNR for an anticipated WDNR Chapter 30 Coverage; communicate with the United States Army Corps of Engineers.
9. Submit final drawings, specifications, and water main extension forms to the WDNR for approval.
10. Prepare an opinion of probable construction cost for the project.
11. Assist CITY with utility coordination.
12. Attend two design meetings with CITY staff, one Public Works Committee meeting, one public information meeting, and one City Council meeting.
13. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineering drawings.

Bidding-Related Services

1. Distribute bidding documents electronically through QuestCDN.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist CITY in the award of the Construction Contract.
4. Prepare up to three sets of Contract Documents for signature.

Construction-Related Services

1. Provide construction-related services, attend the preconstruction conference, prepare bid tab, prepare Contract Documents for signature, review contractor's shop drawing submittals, interpret and clarify Contract Documents, attend construction progress meetings, conduct periodic site visits, and participate in project closeout.
2. Provide up to 600 hours of full-time Resident Project Representative services.
3. Perform construction staking for the general location, alignment, elevation, and grade of the work.
4. Provide record drawings in computer-aided design, a portable document, and hard copy formats from information compiled from contractor's records.

Compensation

CITY shall compensate CONTRACTOR for Design Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$83,100.

CITY shall compensate CONTRACTOR for Bidding-Related and Construction-Related Services under this Task Order on an hourly rate basis plus expenses a fee of \$72,000, when authorized.

Schedule

Design Services will begin upon execution of this Task Order, which is anticipated on June 1, 2015. Authorization for Bidding-Related and Construction-Related Services is anticipated following the approval of the 2016 CITY budget in the fall of 2015. All services are scheduled for completion on November 30, 2016.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

CONTRACTOR:

STRAND ASSOCIATES, INC.®

Matthew S. Richards
Corporate Secretary

Date

CITY:

CITY OF MONONA

Patrick Marsh
City Administrator

Date

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the last date of signature below.

CITY OF MONONA

Patrick J. Marsh

Patrick Marsh, City Administrator

5-27-15.

Date

STRAND ASSOCIATES

By: Matthew S. Richards
Matthew S. Richards
(Name & Title)
Corporate Secretary

5/8/15
Date

H:\Monona\Contracts\Independent CONTRACTOR Agreement - Engineering services.doc

Hi Dan,

Listed below is an outline of the topics we discussed regarding the City hiring Strand for the 2017 Local Road Reconstruction design services.

2017 Local Road Reconstruction - Benefits of hiring Strand.

1. We propose combining the project with the Bridge Road Construction project. This would increase construction quantities which may lower unit prices, resulting in overall construction cost savings.
2. We propose combining the Library Lot and Well No. 2 Parking Improvements within the same project specifications. This is expected to reduce the specification development and bidding assistance design fees.
3. Only one project specification booklet could be required with two separate bids:
 - o Major projects (Bridge Road, Tonyawatha, Schultz, Dean, Progressive, McKenna).
 - o Minor projects (Library Lot, Well No. 2 Parking Improvements).
4. We anticipated savings on permitting fees and permit application assistance. For instances, only one DNR NOI permit, DNR sewer permit and DNR water permit may be required.
5. We expect reduced agency and utility coordination efforts by combining all projects.
6. We propose combining construction observation services for all projects, reducing the amount of field staff required compared to hiring different consultants. This is expected to also reduce the overall construction observation fees for the City in 2017.

Assuming we could combine the 2017 Local Road projects, Well No. 2 Parking Improvements, and Library Parking Lot to our current Bridge Road design project, we propose providing design and bidding services to the City for approximately \$265,000. To design and bid these projects separately would cost approximately \$295,000. (2017 Roads and Well No. 2 Parking Improvements - \$260,000 budgeted, Library lot - \$35,000 budgeted).

As I mentioned, we enjoy working with the City and appreciate this opportunity. We see the City as a partner and have really strived to develop a long lasting relationship with the community. We understand that by reducing your project costs through innovative design ideas and funding opportunities it gives the City the ability to stretch its limited budget. Listed below are ways we have looked out for the City's best interests in the past few years:

1. **Monona Drive Reconstruction** - Helped shape/revitalize the Monona Drive Corridor through an Award winning project. We also obtained a DOT HSIP grant (approximately \$790,500) for Phase I construction.
2. **Water Reservoir No. 2 Expansion (2013)** - Questioned the need for a Water Reservoir No. 2 expansion. Provided an updated water study showing the city had ample capacity. The budgeted expansion was not required saving the City approximately \$550,000. This savings allowed for other well and water improvements in the City where needed.
3. **Broadway Avenue Water Main (2014)** - Strand suggested an alternative design to the Broadway water main project by eliminating the need for two parallel water mains along Broadway Avenue and saved the City approximately \$400,000 to \$500,000 in construction dollars.
4. **Street lights along Broadway Avenue (2014)** - The City asked Strand to assist in replacing lights along Broadway Avenue because of light pole defects. We investigated the situation and

called the supplier realizing the pole may be under a lifetime warranty. The City worked with the manufacture and a majority of the poles were replaced at no material cost.

5. **2014 Storm water projects (2014-2015)** - Provided design and grant writing services to help fund approximate 80% of the 2014 storm water project construction.

	Total Project Cost	\$622,403	
	Yahara WINs Grant	\$10,000	
	DNR UNPS Grant	\$84,198	
	Dane County Urban Water Quality Grant	\$317,400	pending
	Dane County Bridge Aids Grant	\$90,000	pending
	Projected Grant Total	\$501,598	
	% of Total Project Cost	80.6%	

6. **Winnequah Park Dredging (2015-2016)** - During the 2014 Storm Water project, contaminated soils were found in the Winnequah Park lagoons. The DNR is now requiring the City to sample the entire site and potentially remove the contamination where present. Knowing the City has not budgeted for this work, the Strand team contacted the DNR looking for ways to fund the sampling and design services. A Lake Planning grant was submitted to cover 67% of the total project cost of \$37,000. We believe the City has a good chance in receiving the \$25,000 state match.

A couple of other items which we believe set us apart from other engineering firms include:

1. **Redevelopment No. 9 (2015)** - We were contacted by potential private developers to provide design services for the Redevelopment No. 9 area. We declined the work as we did not want to create a potential conflict of interest between the City and developers. We would rather continue to only work directly with the City!
2. **Overall Experience and Consistency** - Continually we have had consistent experienced project teams on all Monona projects. We not only have a vast resource of engineers in our Madison office but also have a very low turnover rate. The City of Monona has never had a member of a Strand team leave a project part way through design or construction.

We really appreciate the opportunity and will strive to continually provide the City with excellent service. If you need additional information for your Public Works Committee Meetings or Council please let me know.

Have a Happy New Year!

Josh

Joshua Straka, P.E.

Strand Associates, Inc. | 910 W. Wingra Drive, Madison, WI 53715

(608) 251-4843 Office | (608) 251-2129 Ext. 1127 Direct

josh.straka@Strand.com | www.strand.com



MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Public Works & Utilities

MONTH OF: January 2016

Accomplishments:

- The boardwalk behind Rutabega and Treysta has been completed.
- Repaired water main leak on the Chase Bank frontage road.
- City staff attended the annual partnership meeting with MMSD. Discussion focused on adaptive management, winter salting practices and chloride levels in water, grease trap requirements, and rates.
- Received the annual change out of the Bobcat.
- Completed recycling disposal of old 32 gallon recycling containers.
- Ordered new 96 gallon recycling carts for inventory.
- Ordered new tandem axle snow plow truck, and the one ton dump truck.
- Change out ballast in shop lights.
- Remove snowflake light decorations from Monona Drive.

Major Projects / Issues:

- The Schluter Park Improvement Project is now out for bids. Bids are due February 18, 2016.

In Progress / Routine Duties:

- Completed meter changes and meter reading for the month.
- Completed daily rounds at the wells and lift stations, collected required water samples, and complete diggers hotline locates for the month.
- Notified our list of residents (8) to begin the annual winter water trickle to prevent freeze-ups.
- Clean floor drains at the shop, complete inventory of shop items, and complete shop maintenance for the month.
- Fill potholes.
- Complete street sign repair for the month.
- Completed Christmas tree pickup.
- Complete snow and ice control as needed.
- Coordinate City projects with our engineers.
- Started research and review of specifications for vehicles scheduled to be replaced in 2017.

Upcoming Objectives / Events:

- The public information meeting for the Schluter Park Improvement Project is scheduled for 6:00pm on March 13, 2016.
- Prepare 2016 road maintenance specifications and manual.

Personnel:

- The department is at full staff.