

AGENDA

CITY OF MONONA
PUBLIC WORKS COMMITTEE
City Hall Conference Room
WEDNESDAY January 4, 2012
6:30 P.M.

1. Call To Order
2. Roll Call
3. Approval of Minutes from November 2, 2011 (no meeting for December 2011)
4. Appearances
5. Old Business
 - A. None
6. New Business
 - A. Consolidation of Committees – presented by City Administrator for Mayor Miller
 - B. Contracted Consulting Engineering Services – new proposal for consideration
 - C. Dredging Assessment Formula – consideration to recommend changes to formula with regards to corner parcels, full assessment on long side of property and half assessment on short side of property, similar to road assessment formula
 - D. Public Works Operations Report
7. Miscellaneous Business
8. Next Scheduled Meeting: Wednesday, February 1, 2012.
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

November 2, 2011

DRAFT

Minutes

The regular monthly meeting of the Public Works Committee for the City of Monona was called to order at 6:30 p.m. by Chairman Kugle.

Present: Mr. Stolper (arrived 6:33pm), Mr. Franklin, Mr. Podell, Mr. Besch, Ms. Busse, Mr. McConnell

Absent: Alderman Wiswell

Also Present: Administrator Marsh, DPW Director Stephany, Gregg Bouricki - SCS BT Squared, Polly Brandes – resident, Stuart Brandes – resident, Larry Miller – resident, Susan Manning – resident, Tim Peterson - resident

APPROVAL OF MINUTES

A motion was made by Ms. Busse, seconded by Mr. Besch to approve the minutes of the October 5, 2011 Public Works Committee meeting. Motion carried.

APPEARANCES

The following individuals appeared before the Committee with regards to the 2012 Belle Isle dredging project.

- Stuart & Polly Brandes, 1112 Pocahontas Drive – feels Lagoon du Sud should be removed from the project, the City should purchase a dredging machine to complete the work, and that the majority of people who live on Pocahontas Drive do not support the project.
- Larry Miller, 1110 NE Nishishin Trl – wants to make sure the Pocahontas Drive petition is not forgotten about.
- Susan Manning, 1108 NE Nishishin Trl – feels that the new storm drain system will deposit more silt in the lagoon, the project is too expensive, and suggests the City come up with a new assessment formula.
- Tim Peterson, 1312 Nishishin Trl – is not in favor of dredging Lagoon du Sud, the economy is bad and has issue with the assessment calculation.

OLD BUSINESS

No Parking Winnequah Road – At the request of the Public Safety Commission the public works committee was asked to review and recommend approval of No Parking for the first 30 feet to the east of the intersection with Winnequah Trail at the 5500 block of Winnequah Road.

A motion was made by Mr. Stolper, seconded by Mr. Turino to recommend approval of the no parking limits as presented. Motion carried.

NEW BUSINESS

SCS BT Squared Change Order and Project Scope – Gregg Borucki from BT Squared presented the change order proposal as requested with regards to the 2012 dredging project. The change order consists of tasks for rebidding and construction administration that has already been expensed and for work that is not yet completed. Phase II of the change order shows a credit of \$2,850 due to putting specifications of the Phase II portion in with the new Phase I scope of the project. The future contractor for Phase I would be responsible for completing the restoration.

Mr. Stolper asked if it were possible for the proposal to reflect the removal of Lagoon du Sud in the bidding specifications, and a timely resubmission of an updated change order. Mr. Borucki stated that the proposal could reflect this change in a timely manner.

Chair Kugle asked the Committee if the project should include or not include Lagoon du Sud in the project, based on public appearance discussion. Ms. Busse opined that it should be taken out if the folks do not want it, with hopes that it not be requested once again in a few years. Ms. Busse noted that this discussion has been ongoing for many years and that the residents requested the City complete this project.

Mr. Podell stated the residents on Lagoon du Sud made a compelling case and is unsure why dredging needs to be completed on a lagoon with nearly four feet of water. Lagoon du Nord and Sumac Lagoon should still be considered for dredging.

Mr. Stolper stated a future meeting should be considered to discuss the assessment procedure once again. Mr. Besch added that it would have been nice to have heard from residents who are in favor of the project, and it would have been nice to have been provided with a basis, or reasoning to complete the project.

A motion was made by Mr. Stolper, seconded by Mr. McConnell to recommend approval of the change order as presented, but to remove tasks related to the design, engineering and specification of Lagoon du Sud. Motion carried. Ms. Busse abstained.

Consideration of Dredging Request of Squaw Bay (Cove Circle and Squaw Circle) – Director Stephany brought forward a request by Dick Adler to have the Cove/Squaw Circle channel dredged in 2012. The channel could be included in the same bid package as the Belle Isle project; however, a separate Chapter 30 permit is needed.

Mr. Stolper stated that the Committee has discussed this already and feels it should be moved forward. The project will have to be approved on a separate Chapter 30 from the WDNR.

A motion was made by Mr. Turino, seconded by Ms. Busse to recommend completing the Cove/Squaw Circle channel dredging in 2012. Motion carried.

No Parking Copps Avenue – Director Stephany presented a request for No Parking on the west side of Copps Avenue to approximately 245 feet north from the Broadway Avenue intersection, and on the east side of Copps Avenue to a point approximately 225 feet north from the Broadway Avenue intersection. Approving the recommendation as requested will improve sight lines for vehicles exiting business locations on Copps Avenue, and prevent parking on the newly installed loop detectors for the nearby traffic light.

A motion was made by Mr. Besch, seconded by Mr. Franklin to recommend approval of the no parking limits as presented. Motion carried.

Tecumseh Avenue Speed Study Results – Director Stephany presented the results of the speed study that was completed by the Monona Police Department with regards to Tecumseh Avenue. The study revealed that 85% of the traffic traveling on Tecumseh Avenue is traveling at speeds twenty-nine miles per hour or less. Federal standards indicate the data collected meets the standard for the speed limit posted.

A motion was made by Mr. Turino, seconded by Mr. Stolper that the traffic counts and speed data generated on Tecumseh Avenue indicate that no action is necessary to change the posted speed limit. Motion carried.

MISCELLANEOUS BUSINESS

Mr. Turino asked if the generators in the Belle Isle area will be screened from view. The parks director is working on a landscaping plan to screen the Oneida Park generator and control panel. Mr. Podell asked if some form of screening is planned for the Pocahontas Drive lift station and Nishishin Trail lift station. There are limitations for screening due to the closeness of structures to the curb and street.

Mr. Podell stated that he would like the utility valve maintenance machine listed on the 2012 capital improvement plan in place of waiting until purchasing the unit in 2013. Alderman Kugle would create a capital budget amendment for this item.

NEXT SCHEDULED MEETING: Wednesday, December 7, 2011.

ADJOURNMENT

A motion by Mr. Podell, seconded by Ms. Busse to adjourn was carried (7:40pm).

Respectively Submitted,

Daniel Stephany
Director of Public Works

DRAFT

City of Monona – Department of Public Works

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



Memorandum

To: Public Works Committee

From: Dan Stephany, DPW Director

Date: December 28, 2011

Subject: Agenda Item Information

Agenda Item:

6A – Consolidation of Committees: Mayor Miller brought this topic up at the last Council meeting for Committees to discuss and make recommendations for any committee consolidation. This topic will be presented by the City Administrator. One committee consolidation mentioned was for the Ad Hoc Flood Committee to be covered by the Public Works Committee.

6B – In your packet is an example of contracted consulting engineering services for the City of Middleton. The City has a few firms under contract for engineering services for an identified length of time, and which projects are awarded based on firm expertise. It allows the City to have an engineer (*s) under contract for large projects as well as small miscellaneous projects that come up within a specific timeframe. This type of agreement should address some of the concerns that were previously pointed out with regards to competitive price proposals.

6C – Dredging Assessment Formula: in your packet are minutes from the September 6, 2011 City Council meeting pertaining to assessment formula, as well as a copy of the current City Code related to dredging. As indicated in the minutes, there is interest in revisiting the formula to recommend changes for assessing corner parcels, full assessment charge on the long side and half assessment charges on the short side. There was no request to revisit the 70/30% cost ratio or costs based minimum footages or lineal footage.

City of Monona – Office of the City Administrator



5211 Schluter Road
Monona, Wisconsin 53716
Phone: 608-222-2525
Fax: 608-222-9225
Email Address: pmarsh@ci.monona.wi.us

Memo

To: Finance & Personnel Committee
From: Patrick Marsh, City Administrator & Dan Stephany, Director of Public Works
Date: December 5, 2011
Re: Contracted Consulting Engineer Services

Cities all over Dane County and the State of Wisconsin manage their needs for outside consultants in different manners. Some take proposals on most work and choose either the best-qualified firm using a Quality Based Selection (QBS) process, or they choose the least expensive firm. Taking proposals using a QBS process on every project can be very time consuming and difficult because comparison of proposals is not straightforward. Each firm will form their proposal to emphasize their individual strengths. However, comparison between firms and comparison to the needs of the community can be an arduous task. Likewise, taking proposals using cost as a primary measure can also lead to several significant problems. In our opinion, we have made this mistake a few times in recent years.

The current process for selecting an engineering consultant, where we issue RFP's for each project to an unlimited number of consultants, requires extensive time and effort from city staff, the Public Works Committee and the City Council. This makes it difficult to build a relationship with any one firm or any one engineer.

We would like to recommend an option that was brought to us by Vierbicher and is currently used in the City of Middleton (their City Administrator speaks highly of it). The City of Middleton has two-year contracts with three different engineering consultants. The agreement allows the City to negotiate with any of the three firms for a project. The City determines which firm is most suitable or has the greatest capacity to complete the project at the time the need arises. The City then negotiates with that firm. The contract also states that the City reserves the right to issue a Request for Proposal (RFP) for a specific project if they feel it is necessary.

The benefits of this type of contract arrangement are that, after the City has chosen its preferred two to three consultants, the City can concentrate more on the projects and less on the consultant selection when a need arises. The City could move swiftly to engage a consultant and address the problem. The City could also take bids from two or more of the selected consultants if desired. Although bidding a project may occasionally be necessary, we have observed situations where accepting the lowest bid consultant cost resulted in a lesser project.

In a situation where the City has two to three firms to select from, competitive pressure will elicit the best performance from each firm. If the consultants fail in any of these areas, we know the other firm may get the next project. Each firm in the current relationship is looking to build a long term relationship based on trust and value provided.

Responding to RFP's requires time and money. If we have consultants that we trust, their resources would be better spent in assisting the City with our issues as opposed to trying to convince us of their suitability to work on a particular project.

We strongly recommend that the Finance & Personnel Committee along with the City Council approve staff moving forward with this process.

**Resolution No. 11-12-1821
Monona Common Council**

**APPROVAL TO ISSUE A REQUEST FOR PROPOSALS FOR
CONTRACTED CONSULTING ENGINEER SERVICES**

WHEREAS, per City Ordinance 1-11-625, adopted on February 7, 2011, the position of City Engineer/ Director of Public Works was divided into two separate positions; and,

WHEREAS, since the adoption of the above-mentioned ordinance, the City hired a new Director of Public Works, and all city engineering services have been provided by various engineering firms on a project-by-project basis; and,

WHEREAS, City staff recommends that the City contract with three different firms, each for a two-year period, in order to provide engineering consulting services for various City projects, under the direction of the City Administrator, in order to best meet the needs of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona that City staff is hereby authorized to issue a request for proposals for contracted consulting engineer services.

Adopted this _____ day of _____, 2011.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Requested By: Patrick Marsh, City Administrator; Daniel Stephany, Director of Public Works

Council Action:

Date Introduced: 12-5-11

Referred to Public Works Committee: 12-5-11

Date Approved: _____

Date Disapproved: _____



October 27, 2009

Vierbicher Associates, Inc
ATTN: Bill Biesman
999 Fourier Dr, Suite 20
Madison, WI 53744-4010

Subject: Request for Proposal for General Survey and Engineering Consulting Services

Dear Bill:

Enclosed is a draft agreement for general survey and engineering services. The agreement includes a scope of typical services the City may request from time to time but no actual services are requested at this time. The term of the agreement is two years (2010 - 2011). Actual services will be requested on an as-needed basis and will have the specific scope defined in a Notice to Proceed.

It is intended that the type of services will be consistent with those your firm is prepared to provide, which might not include all those listed in the agreement. The primary purpose for this agreement is to ensure services are readily available, often on short notice, in support of Developer projects or relatively **minor** City projects and studies. In most cases, services to support **major** City projects will be solicited by requests for proposal and be governed by a separate agreement.

Thank you for your interest in providing these services. You should sign both copies of the agreement, attach a current fee schedule to each and return same to me (see address at base of letterhead) by November 18, 2009 for presentation to the Public Works Committee on November 23 and Common Council on December 1. If you have any questions, you may contact me at 827-1070.

Sincerely,

Gary Huth
Assistant City Engineer

AGREEMENT
BETWEEN THE CITY OF MIDDLETON
AND
VIERBICHER ASSOCIATES, INC
FOR ENGINEERING SERVICES

PREAMBLE TO AGREEMENT

WHEREAS, the City of Middleton finds it necessary to provide engineering services in support of Developers' needs and City projects; and

WHEREAS, the requirements for these support services include survey services, engineering design review services, traffic impact analysis and review services, construction engineering observation services, construction administration services and general design and planning services; and

WHEREAS, it is necessary for the City of Middleton to retain certain consulting firms who have the degree of survey, planning, engineering, and related capabilities to provide it with such support services; and

WHEREAS, Vierbicher Associates, Inc has the necessary expertise and experience to provide such support services,

NOW, THEREFORE, the parties do mutually agree as follows:

I. SCOPE OF SERVICES

A. Parties. The parties to the Agreement are the CITY OF MIDDLETON, hereinafter referred to as the "City", and VIERBICHER ASSOCIATES, INC, hereinafter referred to as the "Consultant".

B. General Obligations.

The Consultant shall:

1. Provide survey, planning and/or engineering services and perform specific engineering tasks on an "as needed" basis when requested by the City Administrator, in support of Developer activities or City projects. Typical services requested by the City include, but are not limited to, the following:
 - a. Review concept plans, General Implementation Plans (GIPs), Specific Implementation Plans (SIPs), Certified Survey Maps (CSMs), Preliminary Plats, and Final Plats, as prepared by the City or submitted by others.

- b. Review developer-submitted Traffic Impact Analysis (TIA) reports in accordance with the Traffic Impact Analysis Guidelines, published February, 2005. Review comments must be returned to the City within 20 days of the Consultant's receipt of the TIA.
- c. Review City/Developer Agreements.
- d. Perform preliminary and final design review on submittals to Plan Commission.
- e. Review public improvement plans and specifications.
- f. Monitor construction contract solicitation and award.
- g. Perform resident construction observation services. (NOTE: These services do not include the authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by the City's/developer's contractors.)
- h. Submit daily written reports on a weekly basis of observations and construction activities.
- i. Review applicant/developer created record drawings and supplement the reviewed data with Consultant's field observations. (NOTE: The City shall provide to the Consultant for each project a listing of record drawing critical data.)

NOTE: "Review" includes, but is not limited to:

- 1. Analyze the data, with respect to the appropriate references.
 - 2. Draft written comments/recommendations.
 - 3. Discuss comments/recommendations with applicant/developer and/or City staff.
 - 4. Draft written comments/recommendations with respect to changes/modifications to the policy/ordinances.
- 2. Perform all services in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed.
 - 3. Pre-qualify with the City Engineer any and all personnel whose services will be utilized as a part of this agreement. Prequalification, as defined in this agreement, consists of a two (2) page or less resume for each person

highlighting only professional schooling, and the last five (5) years of activities, which can be tied specifically to services enumerated in paragraph 1. Prequalification documents must be received by the City no less than five (5) working days prior to any person's first day of work under this contract.

4. Attend Common Council and City committee and commission meetings, as requested by the City, to answer questions concerning assigned projects.
5. Utilize only those personnel who have been approved as qualified by the City Engineer. Utilization of any other personnel shall be grounds for Consultant contract default.
6. Perform City requested services utilizing the same personnel, especially throughout the duration of a given project, to the greatest extent possible.

It is understood that the Consultant may not have personnel available who are trained in every area of specialty for which City requires services. Consultant shall not be required to provide services if suitable personnel in the employ of Consultant are not available at the time of the request for services.

The City shall:

1. Initiate requested Consultant activities and provide Developer contact information.
2. Provide copies of documents for which review comments or recommendations are requested.
3. Specify formats and criteria for reports and other products Consultant may produce.
4. Provide interim reviews of Consultant's activities on a mutually agreed upon schedule.
5. Make decisions on project alternatives.
6. Provide a City point-of-contact to work with the Consultant to the extent necessary for the Consultant to perform the requested services.

II. RESPONSIBILITIES OF THE CONSULTANT

A. Compliance with the City's Applicable Rules and Regulations and General Specifications. Unless otherwise mutually agreed, the Consultant hereby agrees to comply with applicable rules, regulations and general conditions and specifications of the City in the performance of these obligations.

B. Supervision. The Consultant will perform under the general supervision of the City Director of Public Works, or his/her designee.

C. Services Schedule. The Consultant shall complete all requested services, as agreed upon by the City Administrator, City Engineer and the Consultant.

III. TERM OF AGREEMENT

A. This Agreement shall commence immediately upon receipt by the Consultant of a fully executed Agreement or on January 1, 2010, whichever is later. Consultant shall not commence with the performance of actual services until receipt by Consultant of a Notice to Proceed from the City specifying the requested scope of services. This Agreement shall terminate on December 31, 2011, except that it may be extended by mutual agreement into calendar year 2012 to cover the completion of those projects that were started prior to December 31, 2011. (NOTE: This agreement is intended to cover approximately a two-year period.)

B. The City reserves the right to terminate this Agreement at any time for the convenience of the City upon thirty (30) calendar days written notice to the Consultant. In the event of termination, the City will pay the Consultant for all satisfactorily completed services prior to termination of this Agreement.

C. The Consultant shall not withdraw from this Agreement prior to completion, except upon thirty (30) calendar days prior written notice to, and consent of, the City.

D. In the event the Consultant shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) calendar days after written notice thereof to the Consultant, the City, at its option and in addition to all other rights and remedies which it may have at law including expressly the specific enforcement hereof, shall have the cumulative right to immediately terminate this Agreement in accordance with Section III.B. above.

E. Further, in the event of lapse of insurance policies or of coverage and protection as required by this Agreement the City may, without notice of default, declare this Agreement terminated in addition to all other rights and remedies which it may have at law or in equity against the Consultant, including expressly the specific enforcement of this requirement of this Agreement.

IV. COMPENSATION

A. Structure. Compensation for City requested services shall be on an hourly basis plus expenses in accordance with the Consultant's attached fee schedule. The fee schedule shall include Consultant's date of annual rate adjustment. The rates listed in the fee schedule are guaranteed for one year between the dates of annual adjustment but may be adjusted annually on or about that date. The Consultant will submit to the City for the

City's review and approval the proposed adjustments to the rates at least thirty (30) calendar days before the adjustments are intended to take effect. The Consultant will submit to the City Engineer on a monthly basis a separate itemized bill for each Project for which time has been expended, in a format approved by the City Engineer. The City will pay the Consultant within thirty (30) calendar days after Common Council approval of each bill.

B. Independent Consultant Status. It is agreed that Consultant is an independent Contractor, and not an employee of the City and, that any persons whom the Consultant provides for services under this Agreement are employees of the Consultant and are not employees of the City. The Consultant agrees to refrain from doing any private development business in the City while a party to this contract, except as agreed to by the City, in writing. The Consultant also agrees to furnish the City with its taxpayer identification number prior to commencement of services under this Agreement. Failure or delay in furnishing taxpayer identification numbers may result in the withholding of amounts due to the Consultant from the City. The Consultant is informed that as an independent Contractor it may have a responsibility to make estimated tax returns, file tax returns and pay income taxes and make social security payments on the amounts received under this Agreement and that no amounts will be withheld from payments made to the Consultant for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Consultant. The Consultant is further informed that it may be subject to civil and/or criminal penalties if it fails to properly report income and pay taxes and social security taxes on the amount received under this Agreement.

V. ASSIGNABILITY

The Consultant shall not assign or subcontract any interest or obligation under this Agreement without prior approval of the City. All of the services required hereunder will be performed by the Consultant and any other persons which the parties may deem necessary to employ.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification. The Consultant agrees to indemnify, defend, and save harmless the City and all of its officers and employees from and against all loss or expenses (including costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, to the extent directly arising from, in connection with, caused by or resulting from the Consultant's negligent acts or omissions in the performance of this Agreement.

B. Insurance. The Consultant shall maintain during the term of this Agreement, the following insurance coverages:

1. Comprehensive general liability insurance including broad form contractual liability coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence, for bodily injury and property damage. The City, its officers, officials, boards, commissions, agents and employees shall be named as an additional insured for primary coverage.
2. Worker's Compensation coverage, as required by the Wisconsin Statutes.
3. Professional errors and omission policy with limits of at least One Million Dollars (\$1,000,000) per occurrence.

C. Certificates of Insurance. Certificates of insurance shall be filed with the City before commencement of any services undertaken pursuant to this Agreement. All insurance policies shall be issued by companies authorized to do business in the State of Wisconsin. Insurance coverage provided on a claims made basis shall be maintained for six years following completion of the services required under this Agreement. At least thirty (30) calendar days notice must be given to the City of any cancellation or material change in any insurance policy. In the event that the insurance coverages required herein are not maintained, the City shall have the right, in addition to any other remedies, to terminate this Agreement even if this act of default has been remedied at the time of receipt of the City's notice of cancellation of this coverage.

VII. AMENDMENT

This Agreement may be amended only by written Agreement of the parties to this Agreement.

VIII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Consultant will be responsible for full compliance with applicable City policies, standard specifications and ordinances and all applicable federal, state and local laws.

IX. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data, etc., which the Consultant prepares or receives while the Agreement is in effect are the sole property of the City. The Consultant will not publish any such materials or use them for any research or publication, other than services required by this Agreement, without the written permission of the City. The Consultant will deliver all final reports, plans and other documents to the City in a form sufficient for reproduction by the City. The City understands that those documents are not intended or represented to be suitable for use by the City or others, other than for the current project and any other use will be solely at the City's risk.

X. SEVERABILITY

It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

XI. NON-DISCRIMINATION

In the performance of services under this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment 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, political beliefs or student status.

XII. BINDING ON PARTIES

A. This Agreement shall be binding on the parties hereto, their respective heirs, devisees and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this Agreement.

B. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of any third party, including the City's / applicant's / developer's contractors, if any.

XIII. GOVERNING LAW

This Agreement shall be governed by and construed, interpreted and endorsed in accordance with the laws of the State of Wisconsin.

XIV. NO WAIVER

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Consultant shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Consultant therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

XV. CONSTRUCTION OF AGREEMENT

A. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal

existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

B. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

XVI. NOTICES

All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

City of Middleton
7426 Hubbard Ave.
Middleton, WI 53562

FOR THE CONSULTANT:

Vierbicher Associates, Inc
ATTN: Travis Schreiber, PE
999 Fourier Drive, Suite 201
Madison, WI 53717

- a. Following review and approval of the project's final design plan, the cost of the proposed cleaning work shall be specially assessed pursuant to the following schedule:
- b. Seventy Percent (70%) Abutting Property Owners and Thirty Percent (30%) City-For any cleaning work within fifty (50) foot average distance from the shoreline. For any cleaning work of a total width of fifty (50) foot average or less.
 1. Sixty Percent (60%) Abutting Property Owners and Forty Percent (40%) City-For any cleaning work which extends from the shoreline more than fifty (50) and less than one hundred (100) foot average distance. For any cleaning work of a total width of fifty (50) feet and less than one hundred (100) feet average.
 2. Fifty Percent (50%) Abutting Property Owners and Fifty Percent (50%) City-For any cleaning work that extends from the shoreline one hundred (100) feet or more distance. For any cleaning work of a total width of one hundred (100) feet or more average.
 3. The average distance shall be the mean of the length of a set of parallel lines extended from the shoreline to the point of the dredging limits evenly spaced at ten (10) feet. Only one (1) assessment schedule per project shall apply.
- c. The assessment methodology shall utilize the meander line for calculation of frontage method. This assessment schedule shall not apply to shoreline stabilization. The City shall pay no costs for shoreline stabilization except pursuant to Subsection (b)(7)d below.
- d. Notwithstanding the above the City may elect to follow a different special assessment schedule when in the judgment of the Common Council, after review by the Public Works Committee, it would be inappropriate and unfair to apply the schedule set forth above.

(8) Assessment and Cleaning Work Policy-Lagoons, Rivers and Channels. (This section added per Ordinance 4-11-623, adopted May 2, 2011.)

- a. Following review and approval of the project's final design plan, the cost of the proposed cleaning work shall be specially assessed pursuant to the following schedule:
- b. Seventy Percent (70%) Abutting Property Owners and Thirty Percent (30%) City.
- c. The assessment methodology shall utilize the shoreline for calculation of frontage method. This assessment schedule shall not apply to shoreline stabilization. The City shall pay no costs for shoreline stabilization except pursuant to Subsection (b)(8)d below.
- d. Notwithstanding the above, the City may elect to follow a different special assessment schedule when in the judgment of the Common Council, after review by the Public Works Committee, it would be inappropriate and unfair to apply the schedule set forth above.
- e. City cost sharing for cleaning work associated with the Belle Isle channels shall occur no more often than once every 25 years.
- f. City cost sharing for cleaning work associated with the Cove Circle channel and Schluter Beach channel shall occur no more often than once every 15 years.

MONONA CITY COUNCIL MINUTES
September 6, 2011

The regular meeting of the Monona City Council was called to order by Mayor Miller at 7:33 p.m.

Present: Mayor Robert Miller, Aldermen Jim Busse, Jeffrey Wiswell, Doug Wood, Dennis Kugle, Chad Speight, and Scott Munson

Also Present: City Administrator Patrick Marsh, City Attorney William Cole, Finance Director Marc Houtakker, Public Works Director Dan Stephany, Brad Schultz of BT Squared, City Planner Paul Kachelmeier, Dale and Robin Ganser of Raywood Development, LLC, and City Clerk Joan Andrusz

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A motion by Alderman Wiswell, seconded by Alderman Busse to approve the minutes of August 15, 2011, was carried.

APPEARANCES

Attorney Aaron Halstead appeared before the Council and spoke representing Police Officer Kevin Schneider.

PUBLIC HEARING

Mayor Miller asked those who wished to speak to limit their comments to three minutes each. The Public Hearing To Receive Public Input Regarding the Proposed Levying of Special Assessments for the Dredging of Lagoon du Nord, Lagoon du Sud, and Sumac Lagoon was declared open.

The following individuals registered in favor of Belle Isle dredging in 2011:

- Russ Tieman, 5604 Tecumseh Avenue
- Brian Glassel, 1120 Birch Haven Circle
- Jesse O'Brien, 1107 Nishishin Trail
- Dan Jaworski, 5602 Tecumseh Avenue
- Barb Sainsbury, 1306 Neponset Trail
- Robert Oehlkers, 5504 Winnequah Trail
- Tim Nicholson, 1202 Nishishin Trail
- Megan Nicholson, 1202 Nishishin Trail
- Gerald Zeutzius, 5718 Tecumseh Avenue
- David McMonigal, 1310 Nishishin Trail

Neil Manke, N1497 Lovering Road, Lodi, Wisconsin 53555 appeared before the Council and spoke for informational purposes regarding Belle Isle dredging.

The following individuals registered in favor of Belle Isle dredging in 2012:

MONONA CITY COUNCIL

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- Polly Brandes, 1112 Pocahontas Drive
- Donna Birchfield, 1123 Pocahontas Drive
- Randy Birchfield, 1123 Pocahontas Drive
- Gary Duerst, 1108 Birch Haven Circle
- Ann Badeau, 1108 Birch Haven Circle
- Mark Reif, 5706 Tecumseh Avenue
- Maureen Molony, 5808 Winnequah Trail

The following individuals appeared before the Council and spoke in favor of Belle Isle dredging in 2012:

- Les Nesbit, 1300 Neponset Trail
- Cynthia Everhart, 1304 Nishishin Trail
- Chris White, 1119 Pocahontas Drive

Stuart Brandes, 1112 Pocahontas Drive, appeared before the Council and spoke against Belle Isle dredging.

The following individuals registered against Belle Isle dredging:

- Kay Mayfield, 1201 Pocahontas Drive
- Delores LaBelle, 1100 Nishishin Trail
- Dennis LaBelle, 1201 Pocahontas Drive
- Susan Blackburn, 1210 Birch Haven Circle

There results were ten residents in favor of dredging in 2011, ten in favor of dredging in 2012, and five against any dredging. Mayor Miller thanked all those involved in this project and declared the Public Hearing closed.

CONSENT AGENDA

There was no Consent Agenda.

NEW BUSINESS

The following item was moved forward in the Agenda to accommodate those present.

A motion by Alderman Wiswell, seconded by Alderman Kugle to suspend the rules and take action on Resolution 11-09-1800 Award of Contract for Belle Isle Dredging Project, was carried.

Members discussed waiting on this project until a final plan is in place. Lagoon du Sud may not need dredging as boat traffic is not inhibited. The assessment formula could be revised. Corner parcels should be treated the same as road projects: full assessment on the long side, half on the short side. Better bids may be received if pursued earlier in the year, but this is not certain. All costs were not included in the original engineer estimate so that's not a good comparison. None of the work done so far will be wasted if there is a delay.

Members discussed reasons to proceed this year. Lake levels are at the lowest in eight years. Past grants were denied, can assume others would be, too. A source for private donations is unknown. There is time to plan for the assessment as the road work will be on the tax bill issued in December 2012 and dredging

City of Monona – Department of Public Works

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DEPARTMENT PROGRESS REPORT

January 4, 2012

MONONA DRIVE RECONSTRUCTION

Phase I

- The next landscape and warranty inspection is scheduled for spring 2012, and final walk-through inspection will occur in the fall of 2012. Any needed replacement will be addressed in the spring.

Phase II

- The second phase of Monona Drive reconstruction encompasses the section of Monona Drive from Winnequah Road north to Cottage Grove Road, with construction tentatively set to occur in 2012.
- Foth Infrastructure and Environment is the engineering design consultant for the project.
- Pavement type will be asphalt as per recommendation in the Pavement Design report.
- The Ad Hoc Monona Drive Advisory Committee last met November 10, 2011. Discussion focused on the change order presented by FOTH and a real estate update by Peter Miesbauer. The next scheduled meeting will consist of a real estate conference call on December 28, 2011 in the large conference room at City Hall.
- All plans have been submitted for review.
- We have coordinated an order with the City of Madison for two LED street lights to be installed on Monona Drive near Nichols Rd. The goal is to determine if the LED light provides adequate lighting compared to the standard street light in Phase I.

Phase III

- The third phase of Monona Drive reconstruction encompasses the section of Monona Drive from Nichols/Pflaum Road north to Winnequah Road, with construction tentatively set to occur in 2013.
- The Ad Hoc Monona Drive Advisory Committee last met November 10, 2011. Discussion items focused on the project schedule and submittals, Monona Grove School District parking lot coordination, LED lighting, and pedestrian accommodations during construction.
- Phase III 60% plan review took place on September 1, 2011.

2011 STREET IMPROVEMENTS

- Streets included in the program are Tecumseh Avenue, Neponset Trail, Nishishin Trail, Nishishin Trail NE and Pocahontas Drive, and Oneida Park.
- The project is considered complete. Any cracks in the concrete will be addressed this coming spring, within the warranty period.

BELLE ISLE DREDGING PROJECT

- The City has received the Chapter 30 permit (good until 2013) from WDNR for the channel dredging project.

- The dredging project is scheduled to take place in the fall of 2012. City Council approved the contracted engineering change order which allows the project to proceed. We are planning to put the project out for bid in January, 2012.
- Cove Circle lagoon is now part of the 2012 Dredging Project. A new Chapter 30 permit is required for this location.

PUBLIC WORKS - OPERATIONS.

- Tree trimming ongoing throughout the fall.
- Street sign maintenance, ongoing.
- Park maintenance activities, ongoing.
- Patching of potholes, ongoing as needed.
- Street sweeping and inlet cleaning, ongoing.
- Cleaning of Reservoir No. 3 will occur as required by the WDNR. Date to be determined.
- Fall leaf collection is underway and will continue weather permitting.
- Christmas snowflake lights have been installed. Staff continues to address a few light issues.
- New solid waste carts have been distributed. There are approximately 95 units that have not received a cart, which are on back order. Delivery is expected in early February. The City website has all the latest notes regarding our curbside solid waste and recycling program.
- From December 16th to December 26th we had a lot of City infrastructure damaged. A drunk driver hit a tree and street light control box on Monona Drive, a traffic light was hit on Monona Drive/Owen Rd., a fire hydrant hit on Falcon Circle, and two water main breaks.

GIS MAPPING

- Phases I & II Layers: GIS Web training for public works and general staff is complete
- Phase III Scope: water and storm water layers will be further developed, images of all street improvement and utility project as-builts will also be added.
- Additional future layers may include additional Planning Dept. info, Monona Express/Lift routes, Bike Routes, PD & FD routes/statistics, and additional water services, meter data, and valve data.

MISCELLANEOUS PUBLIC WORKS MANAGEMENT AND ENGINEERING

- Monona Sails – Complete. We have obtained pricing to complete the west wall blue wave and backlighting, which was not part of the original project approval.
- HVAC/Windows –All Window/HVAC work has been completed. One grant payment has been received so far. Staff is working on submitting a second reimbursement request.
- Veolia Environmental Services will be the City's contracted solid waste and recyclable materials collector for the next five years.
- The public works committee and City Council approved a water connection agreement with the City of Madison Water Utility. We have received the signed connection agreement back from the City of Madison Water Utility. Connections will be completed in 2012.