

**BOARD OF PUBLIC WORKS MEETING AGENDA**  
**Monday, September 12, 2011 – 6:15 p.m.**  
**(or immediately following previously scheduled meeting)**  
**Lincoln Center – 1519 Water Street, Stevens Point, WI 54481**

[A quorum of the City Council may attend this meeting]

1. Consideration and possible action to approve a consulting agreement with AECOM for services related to an advance railroad warning at the intersection of Country Club drive and the CN Railroad (attachment)
2. Consideration and possible action to approve a consulting agreement with AECOM for services related to annual field screening to comply with the City's Wisconsin Pollutant Discharge Elimination System (WPDES) permit (attachment)
3. Director's Report (attachment)
4. Adjournment

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TOD #346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481

Copies of ordinances, resolutions, reports, and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.



**CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED**

THIS AGREEMENT between AECOM Technical Services, Inc., a corporation organized and existing under the laws of the State of California, with offices located at 200 Indiana Avenue, Stevens Point, Wisconsin 54481 (hereinafter referred to as ATS); and City of Stevens Point, Wisconsin, with offices located at 1515 Strongs Avenue, Stevens Point, Wisconsin, 54481 (hereinafter referred to as the CLIENT).

- 1. ATS agrees to perform the services described in Appendix A ("SERVICES")
- 2. CLIENT authorizes ATS to perform these SERVICES for the following project and location: 2011 Illicit Discharge Detection and Elimination (IDDE) Program, Portage County, Wisconsin.
- 3. ATS is willing to perform the SERVICES in exchange for the following fee:  
  
CLIENT will pay on a time and material basis the estimated amount of \$6190.
- 4. **Billing:** ATS will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent per month not to exceed the maximum rate allowed by law for any payment received by ATS more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, ATS may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.
- 5. Special Provisions:  NONE  ATTACHMENT

CLIENT confirms reading this document in full (including the terms 6 through 17 on the following page). This Agreement when executed by ATS is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

**CLIENT**

**AECOM TECHNICAL SERVICES, INC.**

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

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

Richard C. Hope, P.E.

Andrew Halverson  
(Name and Print)

Title: Mayor

Title: Vice President

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

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

6. **Standard of Care:** ATS will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

7. **Indemnity/Limitation of Liability:** Subject to any limitations stated in this Agreement, ATS will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of ATS or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. ATS will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for special, indirect, incidental, consequential or punitive damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against ATS and not against its officers, employees, directors, or shareholders. *The CLIENT agrees to limit ATS's liability due to breach of contract, warranty or negligent acts, errors or omissions of ATS to \$50,000 or the fee paid to ATS under this Agreement, whichever is greater.*

8. **Insurance:** During the period that Services are performed under this Agreement, ATS will maintain the following insurance: (1) Workers' Compensation coverage in accordance with the laws of the place having jurisdiction over its employees engaged in the Services and Employer's Liability Insurance (limit of \$500,000 each occurrence); (2) Commercial General Liability Policy with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate; (3) Commercial Automobile Liability with a limit of \$500,000 per occurrence and a \$1,000,000 aggregate; and (4) Professional Liability coverage with a \$500,000 limit on each claim and a \$1,000,000 aggregate.

9. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed ATS. In the event ATS encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, ATS may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that ATS has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless ATS, from any claim or liability, arising out of ATS's performance of work under this Agreement and made or brought against ATS for any actual or threatened environmental pollution or contamination except to the extent that ATS has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by ATS in defense of such claim.

10. **Sample Ownership:** All samples cuttings and excavation materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, ATS may return all contaminated materials and laboratory byproducts to the CLIENT for proper disposal or treatment.

11. **Buried Utilities:** In those situations where ATS performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to ATS information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. ATS will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, ATS will furnish CLIENT a plan indicating the locations intended for penetration. CLIENT will approve the location of these penetrations and authorize ATS to proceed.

12. **Documents and Records:** CLIENT acknowledges that ATS's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data ATS prepares for CLIENT under this Agreement will remain the property of ATS. CLIENT will not use any ATS data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. ATS will retain these Records for a period of three (3) years following completion of this project. During this time, ATS will reasonably make available the records to the CLIENT. ATS may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

13. **Change Orders:** ATS will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. ATS will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless CLIENT objects in writing within five (5) days, the change order becomes a part of this Agreement.

14. **Third-Party Rights:** This Agreement does not create any rights or benefits to parties other than CLIENT and ATS.

15. **Assignment/Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of ATS. ATS is an independent consultant and not the agent or employee of CLIENT.

16. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If CLIENT terminates without cause, CLIENT will pay ATS costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

17. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments which are specifically identified in this Agreement or are initiated and dated by both parties constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties.

**APPENDIX A (SERVICES)  
2009 ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) PROGRAM  
PORTAGE COUNTY, WISCONSIN  
CITY OF STEVENS POINT, WISCONSIN**

**PART I  
ATS' RESPONSIBILITIES**

**A. PROJECT DESCRIPTION**

The CLIENT has several requirements to meet in 2011 to comply with the Wisconsin Pollutant Discharge Elimination System (WPDES) Storm Water Discharge Permit. The following item is included in this Scope of Services:

1. 2011 IDDE Outfall Screening

The Scope of Services outlines the proposed activities necessary to complete the 2011 IDDE Outfall Screening.

**B. SCOPE OF SERVICES**

**1. Annual Field Screening**

ATS will conduct a single field screening of each of the major outfalls. The field crew will use an existing outfall screening form developed by ATS.

Where flow is observed, ATS will record information on an inspection form, including field analysis performed on grab samples using portable test kits. Where an outfall is submerged or otherwise inaccessible, the field crew will move upstream to an accessible manhole or other location on the mainline sewer/ditch, assuming the field crew can safely conduct the investigation. While the actual number of submerged outfalls is unknown, for the purposes of this scope, it is assumed that four outfalls will require upstream tracing following existing stormwater system mapping and that up to two hours per submerged outfall will be required to identify an accessible screening point. Only the mainline sewer system (to the extent that it exists) will be initially followed for sample point determination. It is assumed that all outfalls or upstream manholes/locations can be accessed with the field staff available, and will not require confined space access or to be revisited at a later date under this current scope of Services.

Test parameters will include pH and temperature using electronic probes and total chlorine, total copper, total phenol, and detergents (surfactants) using CHEMetrics products. Based on our previous project experience with municipalities, it will be assumed that 50 percent of the outfalls (six) will be active (flowing in sufficient quantities to conduct these tests).

ATS will supply up to two staff persons to conduct the outfall screening and a CLIENT staff person may be present during the screening process.

**2. Report and Meetings**

ATS staff will meet with or otherwise communicate with the CLIENT at the beginning of the project to discuss the field screening process, confirm outfall and potential upstream screening locations, and to confirm lines of communication.

ATS personnel will meet with the CLIENT to discuss the screening results and the ongoing program. Outfalls where flow was observed and chemical testing indicates potential illicit discharges will be focused on for further study as well as inaccessible outfalls. The decision to conduct any follow-up illicit discharge investigations will be based on discussions with the CLIENT and, if necessary, after consultation with the Wisconsin Department of Natural Resources (WDNR). No follow-up efforts to identify potential illicit discharges/connections are included in this proposal.

Results will be summarized in a report form acceptable for inclusion in the CLIENT's Annual Report. It is assumed that up to five print copies of the draft report will be delivered to the CLIENT for review and comment. Five print copies of the final report, that incorporates CLIENT comments, will be delivered to the CLIENT with one electronic copy.

**C. SCHEDULE**

The IDDE outfall screening is weather dependent, but effort will be made to complete screening by October 15, 2011.

The IDDE report will be developed following the outfall screening process and is anticipated to be completed by November 15, 2011.

**PART II  
CLIENT'S RESPONSIBILITIES**

CLIENT has the following responsibilities:

**A. REPRESENTATIVE**

Designate a representative of the project who shall have the authority to transmit instructions, receive information, interpret and define CLIENT'S policies, and make decisions with respect to the SERVICES.

**B. Obtain permission for ATS to access all outfalls.**

**PART III  
COMPENSATION, BILLING, AND PAYMENT**

The estimated fees for these services are as follows:

<b>Task</b>		<b>Budgeted Hours</b>	<b>Estimated Fees</b>
<b>IDDE Annual Screening</b>			
1	Field Screening of 12 Major Outfalls (assume 6 active)	34	\$2,770
2	Upstream Tracking of Submerged Outfalls (assumes 4 at 2 hours each)	6	\$1,240
3	Results Meetings and Summary Memo	2	\$2,180
<b>TOTAL</b>		<b>74</b>	<b>\$6190</b>

**DRAFT**



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- 1. AECOM agrees to perform the services described in Appendix A ("SERVICES").
- 2. CLIENT authorizes AECOM to perform these SERVICES for the following project and location: Advance Warning Beacon on Country Club Drive, Stevens Point, Wisconsin
- 3. AECOM is willing to perform the SERVICES in exchange for the following fee:

CLIENT will pay for **Time and Material** in the amount not to exceed \$18,000.

4. **Billing:** AECOM will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent per month not to exceed the maximum rate allowed by law for any payment received by AECOM more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, AECOM may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions:   X   NONE        ATTACHMENT

CLIENT confirms reading this document in full (including the terms 6 through 18 on the following page). This Agreement when executed by AECOM is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

**CLIENT**

**AECOM**

By: \_\_\_\_\_  
Andrew Halverson

By: David R. Hansen  
David R. Hansen, P.E.

Title: Mayor

Title: North Wisconsin Transportation Manager

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

Date: 7-28-11



6. **Standard of Care:** AECOM will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.
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17. **Dispute Resolution & Governing Law:** Any controversy or claim arising out of or related to this Agreement or the breach thereof, that cannot be resolved by the parties, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules using the office nearest to the place of performance. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree that California law governs the interpretation of this Agreement and any dispute involving this Agreement.
18. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments which are specifically identified in this Agreement or are initialed and dated by both parties constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties.

**APPENDIX A  
COUNTRY CLUB DRIVE ADVANCE RAILROAD WARNING  
CITY OF STEVENS POINT, WISCONSIN**

**PART I  
PROJECT SCOPE**

**PROJECT DESCRIPTION**

1. The project consists of a traffic engineering study to determine the project concept for providing an actuated advance warning beacon on Country Club Drive north and south of the CN Railroad crossing of Country Club Drive, to warn southbound drivers there is a train at the CN Railroad crossing.

**A. DATA COLLECTION**

2. Collect and review data from the City of Stevens Point for use in the traffic engineering study. This data may include, but is not limited to:
  - As-built roadway construction drawings
  - Existing utility locations
  - Aerial photograph
3. Collect available traffic volume data from WisDOT. No traffic counts will be performed.
4. Perform one site visit to verify existing conditions, observe traffic operations, and identify potential beacon location sites..

**B. RAILROAD COORDINATION**

5. Coordinate with the WisDOT NC Region Railroad Coordinator and/or the Office of the Railroad Commissioner to identify statutory and other requirements for installing railroad crossing detection.
6. Coordinate with the CN Railroad to obtain train volumes, lengths, speeds, and length of time the crossing gates are down, and also concerning connecting into their crossing bungalow.

**C. TECHNICAL INVESTIGATION**

7. Determine the location(s) for the advance warning beacon(s) and sign(s). Coordinate with the City public works and police departments.
8. Identify alternative train detection methods, such as direct connection into the CN Railroad grade crossing bungalow or video camera detection. Determine the

advantages and disadvantages of the two most promising methods, including approximate cost

9. Identify alternative communication methods between the train detection and the advance warning beacon, such as wireless radio or fiber optic cable in conduit. Determine the advantages and disadvantages of the two most promising methods, including approximate cost
10. Perform wireless communication field testing to determine the number of repeaters required to provide wireless communication between the railroad crossing and the potential beacon location
11. Prepare a memo summary of the alternative technical approaches for advance warning detection and communication. Prepare a layout sketch of the two most promising alternative systems. Provide to the City and coordinate for selection of a preferred system

#### **D. RECOMMENDATIONS**

12. Develop a recommended concept for the advance warning beacon system.
13. Prepare a memo summarizing the recommended advance warning beacon system concept, how the system would operate, benefits of the system, and installation and maintenance cost. Include a layout of the proposed system.
14. Present the recommendations once to the City.



**PART II**  
**COMPENSATION, BILLING AND PAYMENT**

CLIENT shall pay AECOM for the SERVICES in accordance with the following:

1. Compensation for the SERVICES will be for Time and Material in the amount not to exceed the total amount below. AECOM will notify the CLIENT in writing if it is anticipated that the fee for these SERVICES will exceed this amount.

A breakdown of the estimated cost for SERVICES is provided below.

Item	Description	Hours	Labor Cost	Direct Expenses	Total
1	Data Collection & Site Review	12	\$1,203.17	\$156.75	\$1,359.92
2	Railroad Coordination	22	\$2,298.52		\$2,298.52
3	Technical Investigation	84	\$8,653.75	\$156.75	\$8,810.50
4	Recommendations	40	\$4,465.35	\$180.35	\$4,645.70
5	Project Management & Admin	11	\$885.36		\$885.36
<b>AECOM Total</b>		<b>169</b>	<b>\$17,506.15</b>	<b>\$493.85</b>	<b>\$18,000.00</b>
<b>Subcontractor's Total</b>					<b>0</b>
<b>Total</b>					<b>\$18,000.00</b>

September 7, 2011

DIRECTOR OF PUBLIC WORKS REPORT  
Joel Lemke

The following report is a highlight of current/anticipated activities in the Department of Public Works:

## 1. Engineering Department

### · 2011 Construction projects

- Engineering and Streets staff are actively involved in the scheduled 2011 projects. Below is an overview of what is currently happening.
  - § The survey and design work have begun for a reconstruction project in 2012 that is located on Michigan Avenue between Main Street and Fourth Avenue, and Fourth Avenue between Michigan Avenue and Minnesota Avenue. Replacement of water, sewer, and storm main on Michigan Avenue along with the addition of storm sewer on Fourth Avenue are elements of this project. Curb and gutter is scheduled to be installed on Fourth Avenue, and the road will be entirely reconstructed in the mentioned areas.
  - § Franklin Street - The project consists of a total reconstruction project on Franklin Street between Second Street and Union Street with reconstruction of the road only between Pulaski Street and Division Street. The underground utility work is complete on this project and the entire length has at least the binder course of asphalt in place.
  - § Downtown square reconstruction project - The reconstruction of the square is complete. All contracts and construction activities were executed with little change on the projected timeline and within the estimated budget. We are currently working on the final closeout for this project. Farmer's Market and other vending activities have begun and appear to be working very well in the new space.

### · Business 51 RFP

- Contract negotiations with AECOM of Stevens Point continue to progress on this project. We have defined the scope of services and are working through the proposed cost estimate at this time. I expect to have a contract proposal in front of the Board in the month of October.

- **City Wide Relamping Project**
  - This project was completed in March of 2011. DPW staff will bring back a report on findings after approximately a year of usage. I expect to have a report to the Board at the May meeting.
  
- **Grade Separation at Hoover Avenue and CN Railroad**
  - Survey work has begun on the feasibility study for the grade separation at the intersection of Hoover Avenue and the CN Railroad.
  
- **Wisconsin River Seawall Project**
  - The Department of Public Works along with Community Development has been working with AECOM, Consolidated Water and Power Company (CWPCO), and the appropriate regulatory agencies (FEMA, FERC, ACOE) to develop a plan that would modify the "100 year flood zone" in the downtown Stevens Point area on the east side of the river. This modification would remove the need for flood insurance on a large majority of the properties located in that zone. We are currently in the process of submitting documentation to FEMA for a conditional letter of map revision (CLOMR.) We hope to have the CLOMR by the end of the year. This letter will give us the direction and approvals that we need to proceed with the project.
  
- **Additional Ongoing Director\City Engineer\City Surveyor Projects**
  - Right of way work permits review and approval.
  - Storm water permits review and approval.
  - The "schematic design phase" is now complete for the new transit facility planned for 2012 construction in the Portage County Business Park. The facility will house administration, maintenance, storage, and training facilities for the Transit division of Public Works. The new facility is anxiously awaited following the delivery of our four new hybrid buses.
  - The multi-use trail system that has been designed in the Portage County Business Park has begun and will be complete this month.
  - Using approved and budgeted funds, the Engineering and Streets Divisions will be working together this year to develop a program and collect the inventory to meet the needs of the new retro-reflectivity standards that apply to certain street signs.
  
- **Transportation Enhancement Program**
  - It was announced October 27, 2010 by Governor Doyle that Portage County as local sponsor received \$120,000 for the update of the Portage County Bicycle and Pedestrian Plan. It was also announced that funding for the trails in the Portage County Business Park were not successful.

## 2. Streets

- **Street work**

- Continued Garbage and Recycling operations.
- Sign work continued.
- Street lamp maintenance continued.
- Pit operations continued.
- Patching continued.
- Cleaning and repairing catch basins continued.
- Vacuumed water in problem areas as needed.
- Shouldering as needed.
- Brush cutting as needed.
- Completed Franklin Street Project removals
- Completed installation of swales on West Wilson.
- Traffic Paint operation continued.
- Mowing operations as needed.
- Completed Storm Cleanup.

- **Equipment maintenance/garage**

- There were a total of 260 repair orders generated in the month of August. When broken down by department there were:

Engineering	3
Police	30
Parks	48
Fire	14
Streets	159
Water/Waste water	6

- Other activities include; delivery was taken on the new sidewalk snowplow tractor and its attachments. The two police squads that were damaged in the July storm were repaired. Information was gathered for budgeting for the fleet replacement items that are planned for 2012.

- **Signs, posts, barricades, and flags**

- 52 signs were replaced or added, 1 because of an accident, 16 for usual maintenance, 2 signs were moved, 15 new signs were put up, 11 because of vandalism and 7 because of ordinance change.
- 19 poles were replaced or added, 6 because of accidents, 12 for usual maintenance and 1 sign was moved.
- Barricades and barrels Placed and removed for United Way.

- **Garbage/recycling/yard waste/drop-off**

- Garbage and recycling carts repaired/replaced/distributed as needed.
- Regular solid waste collection completed.
- Regular recycling collection completed.
- City drop-off operations were completed.

· Leave

- 71 days 5 hours of vacation, 28 days 3.5 hours sick, 13 floating holidays and 26 days 7 hours workers compensation were utilized.