



CITY OF WISCONSIN DELLS  
UTILITY INSTALLATION PERMIT APPLICATION  
P.O. Box 655  
Wisconsin Dells, WI 53965  
(608) 253-2542  
Fax: (608)254-8904

Application No \_\_\_\_\_  
Receipt No \_\_\_\_\_  
Fee Amount \$ \_\_\_\_\_

This is a Utility Permit Application for all utility installations including electric, telecommunications, cable TV, telephone, and natural gas. The applicant agrees to comply with the UTILITY PERMIT REQUIREMENTS (see reverse side). Compliance shall be determined by the sole discretion of the City of Wisconsin Dells as deemed necessary to promote public health, safety and the general welfare. These requirements shall apply unless waived in writing by the City prior to installation.

Company Name: Cross Country Cable / Tri-state Directand Drilling / Adam Makowski

Applicant Name: Randy Schmidt / Kory Kolk / Adam Makowski

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone Number: (608) 209-3095 / (608) 574-1002 / (608) 963-6861

Contact Person: \_\_\_\_\_

Location of Utility Work: 1022 River Rd,

Description of Work: Directional Drill From 1022 River Rd. (Riverwalk Inn) underneath River Rd. TO Bridgeview building across River

Start Date: 3-20-17 Completion Date: 4-1-17

Randy Schmidt  
Applicant Signature

3-9-17  
Date:

Public Works Director Approval

Date:

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Company Name: CrossCountry Cable / Tri-State Directional Drilling / Adam Makowski  
Applicant Name: Randy Schmid / Kory Kolb / Adam Makowski  
Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone Number: (608) 209-3095 / (608) 574-1002 / (608) 963-6861

Contact Person: \_\_\_\_\_

Location of Utility Work: 400 City HWY A

Description of Work: Directional Drill From Bldg. 17 to Bldg. 18 +  
install 3" Innerduct under Sweetbriar St

Start Date: 3-20-17 Completion Date: 4-1-17

Randy Schmid  
Applicant Signature

3-9-17  
Date:

Public Works Director Approval

Date:

## UTILITY PERMIT REQUIREMENTS

- A. **Permit Required-** No Applicant shall install any lines unless such Applicant has obtained a Utility Permit from the City and has agreed in writing that said installation will comply with all ordinances and requirements of the City for such work. Applicants agree to hold the City free from liability for all damage to Applicant's property which occurs proximately as a result of the Applicant's failure to comply with said ordinances or requirements.
- B. **Work Location Plans-** The applicant shall file a completed work location plan as an attendant to this Utility Permit Application. The work location plan shall set forth the location of the proposed line on the road system or along lot lines and include a description of the proposed installation. The Applicant is responsible for all surveys necessary to establish location of easements and right-of-ways.
- C. **Notice of Work-** At least ten (10) complete working days prior to the proposed installation, the Applicant shall file with the City a completed Utility Permit Application stating the approximate date, location and nature of the proposed installation including Applicant name, street address, city, state & zip code, telephone number, contact person, and any other information as may be required by the Director of Public Works.
- D. **Inspection-** The City of Wisconsin Dells may provide an inspector during the installation of all lines to review compliance with this Utility Permit. The inspector may request to inspect the work during reasonable hours and after showing proper identification, and shall be allowed to enter any installation site in the discharge of the inspector's official duties, and to make any inspection or test that is reasonably necessary to protect the public health, safety and welfare.
- E. **Issuance & Fee-** Upon approval of the application, the Utility Permit will be issued by the City. The permit fee will be \$ \_\_\_\_\_.
- F. **Non-Conforming Work-** The City may halt the installation at any time if the Applicant's work does not meet the requirements set forth in this Utility Permit.
- G. **Emergency Work-** In emergency situations, work may be initiated by an Applicant without first obtaining a Utility Permit. However, a Utility Permit must be obtained within fourteen (14) days initiation of the work. All emergency work shall be done in conformity with the provisions of this ordinance and shall be inspected for full compliance.
- H. **Violation of Ordinance-** Violation of any of the provisions of this permit shall be a simple misdemeanor punishable with a civil penalty of \$ \_\_\_\_\_ for each violation. Each day that a violation occurs or is permitted to exist by the Applicant constitutes a separate offense.
- I. **Diggers Hotline Locates-** The Applicant or his representative shall be responsible for contacting the Diggers Hotline to issue utility locate requests for any work initiated by the Applicant or his representative.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Wisconsin River





To whom it may concern:

High Rock Café has purchased 737 Oak Street, an adjacent building. We will renovate this building to become a lounge/waiting area for High Rock. The new renovation will be known as {Side Bar}.

High Rock Café is asking for a motion to allow the front door entrance of 737 Oak Street to swing out into the sidewalk. We understand the door would swing into public property and the multiple reasons for this motion are as follows:

1. Building code requires the door to swing out as it currently swings in.
2. In order to build a vestibule to keep the outward swinging door inside our property, we would need to move a staircase. This greatly changes the floor plan and increases our renovation costs exponentially.
3. The front door of 232 Broadway, High Rock Café, currently swings into public space and we are asking to do the same at 737 Oak Street as there is ample sidewalk space with no parking stall.

We look forward to adding a much needed facet to alleviate congestion during peak seasons. This will offer a more complete experience to our guests. We thank you for your consideration and look forward to updating a historic building.

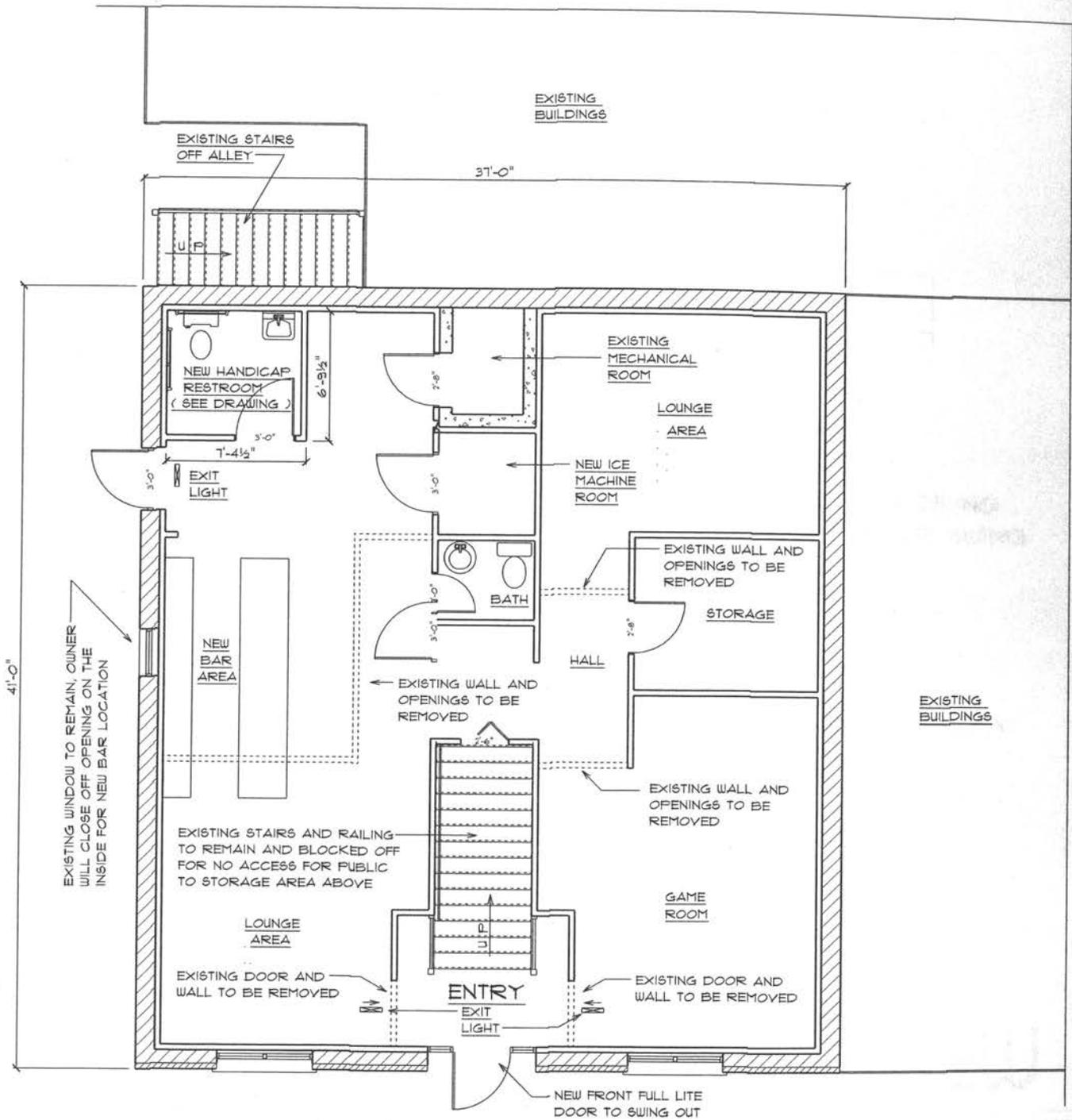
Sincerely,

Justin Draper and Wade Bernander  
Owners/Operators  
High Rock Café

*High Rock Café*

**232 Broadway - Wisconsin Dells, WI 53965 - [www.highrockcafe.com](http://www.highrockcafe.com)  
Email: [info@highrockcafe.com](mailto:info@highrockcafe.com) - Phone: 608-254-5677**

ALLEY



Oak St SIDEWALK

### NEW 1ST. FLOOR PLAN

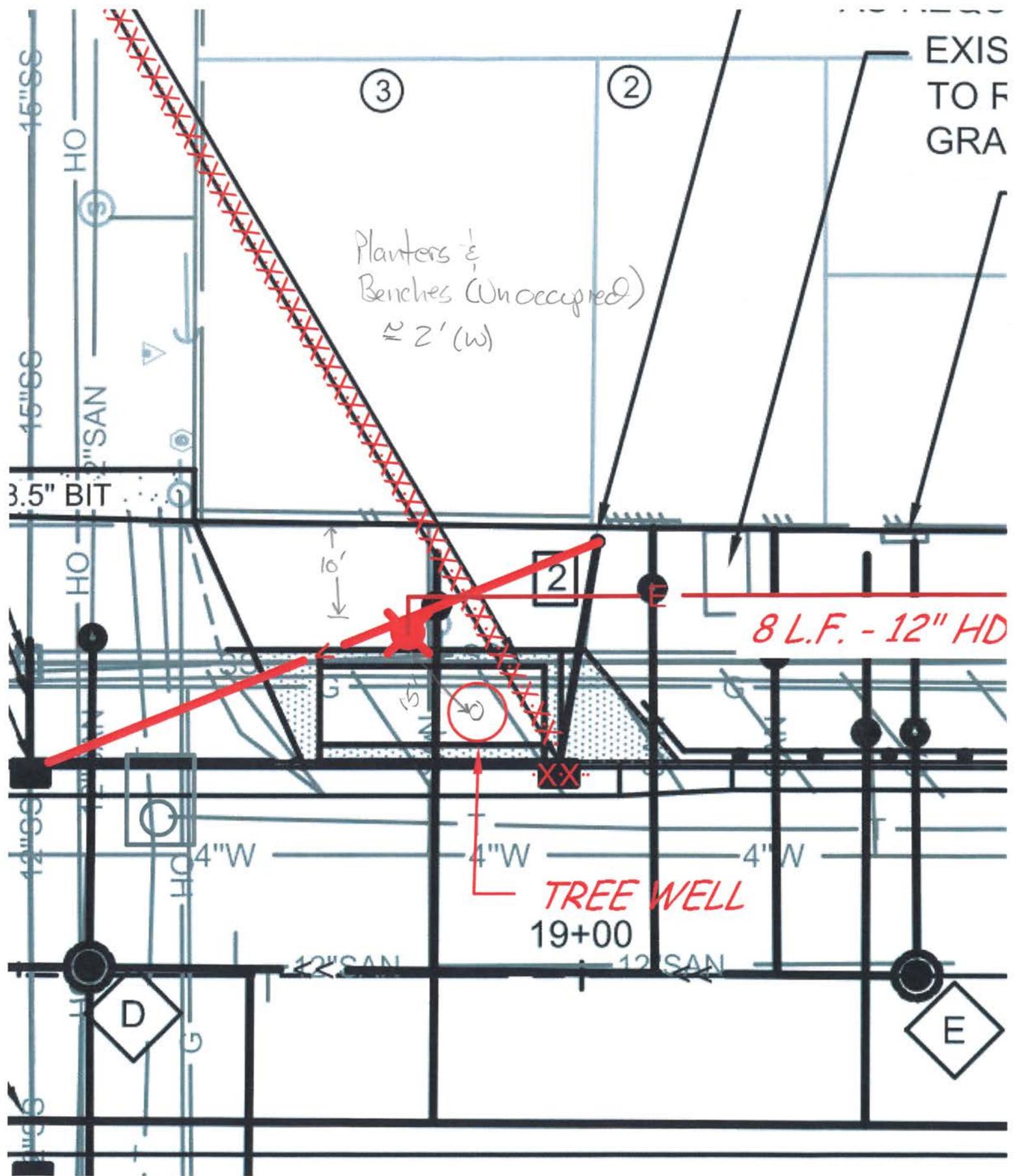
1,517 SQ. FT.

SCALE : 1/8" = 1'-0"

CONTRACTORS SHALL VERIFY FINAL BAR DESIGN AND LAYOUT OF EQUIPMENT PRIOR TO CONSTRUCTION



OAK ST.



EXIT TO F GRA

3

2

Planters & Benches (Unoccupied)  
≈ 2' (w)

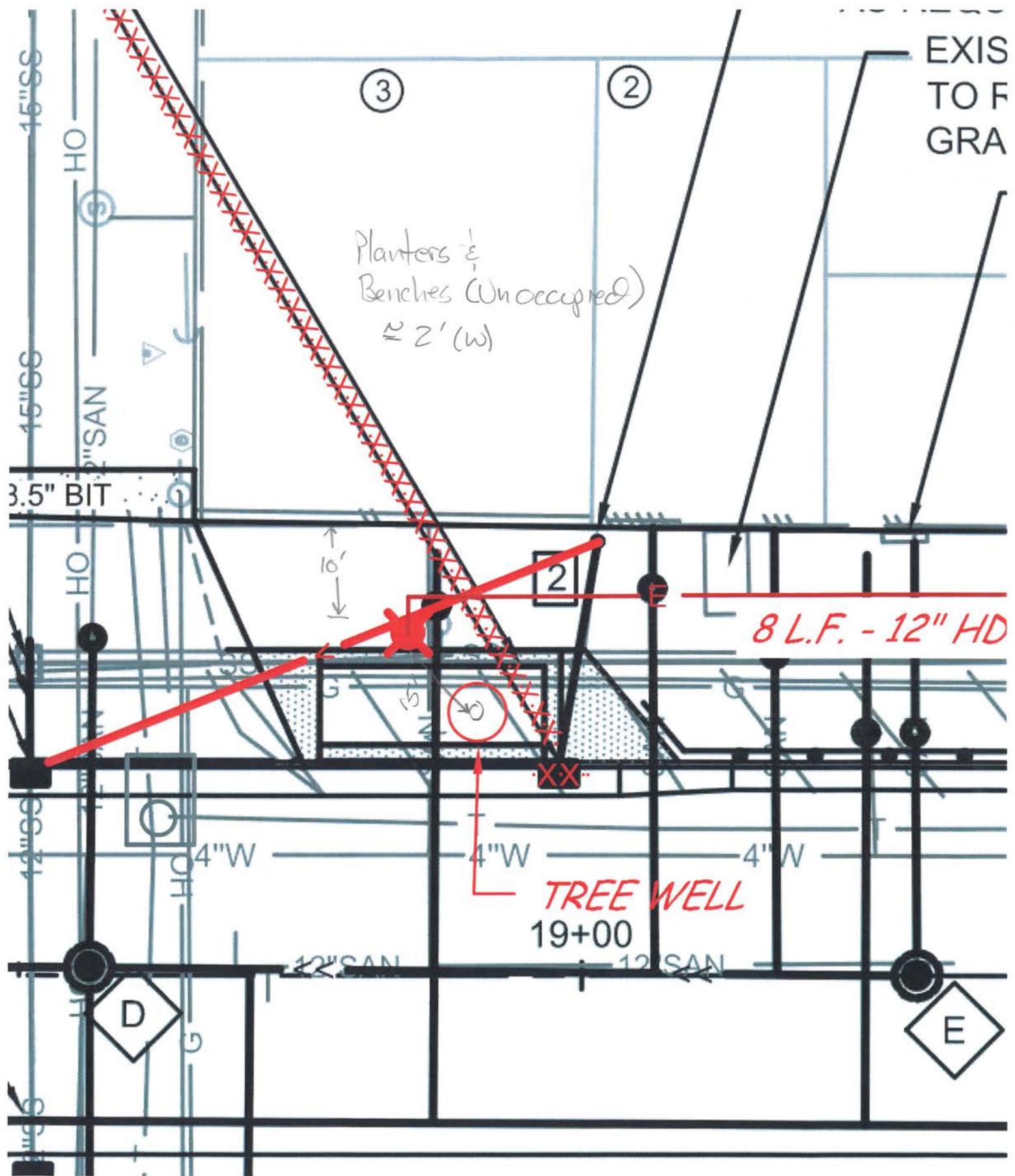
3.5" BIT

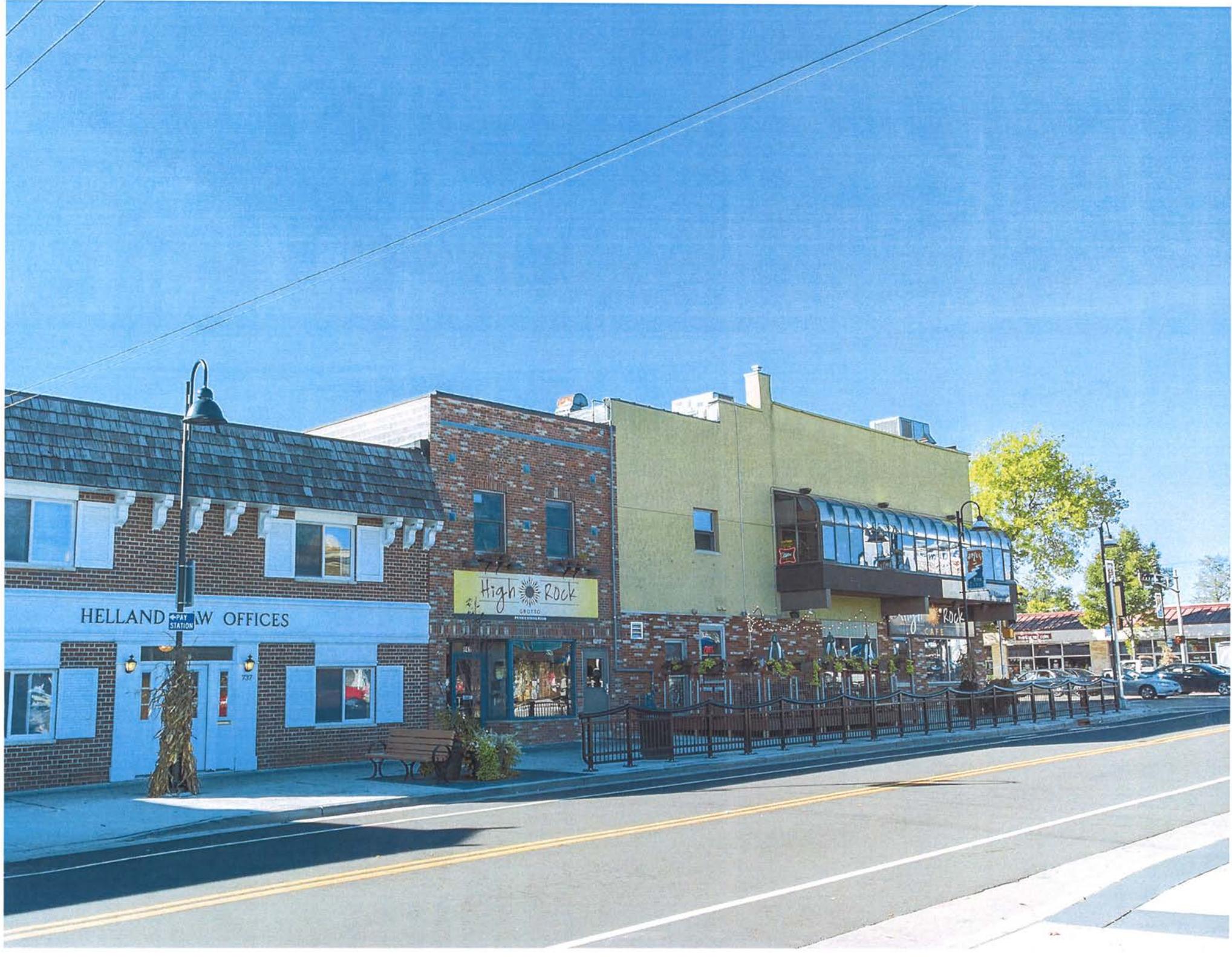
8 L.F. - 12" HD

TREE WELL  
19+00

D

E





HELLAND LAW OFFICES

PAY STATION

737

High Rock  
Grotto

High Rock  
Cafe



OLSON  
PAINT

GRAHAM

ING CENTER

Century  
21  
AFFILIATED

ANTIQUE MARKET

NIGHT LIFE  
Jewelry Boutique

BICYCLE

**City of Wisconsin Dells & \_\_\_\_\_  
Accommodation Agreement**

This Accommodation Agreement is by and between the City of Wisconsin Dells (“City”),  
and \_\_\_\_\_.

**Recitals :**

- A. \_\_\_\_\_ owns real estate in the City of Wisconsin Dells located at 206 Broadway.
- B. \_\_\_\_\_ operates a business at \_\_\_\_\_ known as \_\_\_\_\_ .
- C. \_\_\_\_\_ has requested the City’s consent to the use and occupation of an elevated exterior deck and constructed over the sidewalk.
- D. After discussion and deliberation, the City and \_\_\_\_\_ have concluded this Accommodation Agreement.

**Agreement**

- 1. The City and \_\_\_\_\_ acknowledge that the elevated deck is in the highway right-of-way jurisdiction of the State of Wisconsin.
- 2. The City does not assert authority to permit the presence of the structure in the state right-of-way. However, the City asserts and \_\_\_\_\_ acknowledges the City’s interest in regulating outdoor commercial activities in the downtown business district.
- 3. The City has licensed private uses of public space and imposed a fee. As an accommodation to the City and the City’s interest in treating similar activities evenly, \_\_\_\_\_ will pay an annual fee of \$ \_\_\_\_\_. The payment shall be made on or before July 1 annually and shall be paid to the City’s general fund.

4. As a further accommodation to the City and its interests, \_\_\_\_\_ agree as follows with \_\_\_\_\_ respect to the deck:

- a. The structure over the sidewalk will be maintained in structurally safe condition and comply with applicable codes and rules.
- b. Plastic serving products and utensils will be used.
- c. No smoking.
- d. No interference with signage on adjacent buildings.
- e. Monitor customer behavior and activities to prevent interference in the \_\_\_\_\_
- f. No additional improvements to the structure, including sides or roof, without City approval.

\_\_\_\_\_ will not use charcoal brickets to burn hookahs on the outdoor or indoor park of their business.

\_\_\_\_\_ will comply with any future safety related orders from City officials or their designees, including but not limited to: removing of tables and/or chairs deems to block egress from the building or the free movement of pedestrians on the sidewalk, removing any heaters deems to be a fire hazard, removal of any items deemed to be a hazard to the public right of way on the street level.

5.

\_\_\_\_\_ will obtain any future license that may be required for a sidewalk cafe.

\_\_\_\_\_ will be responsible for all damages to persons or property by reason of or connected to the deck/patio and shall indemnify, defend and hold harmless the City and provide proof of insurance as set forth in Exhibit A attached.

6.

This agreement and use will be reviewed annually by the City which may

7.

terminate this agreement and use at any time the City determines, in its sole

8.

removal at \_\_\_\_\_ expense which, if not paid, may be levied and collected, without notice, as a special charge against the \_\_\_\_\_ property pursuant to Wis. Stat. Sec. 66.0627.

9. This agreement constitutes an Accommodation Agreement by and between the City and \_\_\_\_\_ and does not create or confer upon \_\_\_\_\_ any property rights.

10. \_\_\_\_\_ may not assign or transfer this agreement without the City's consent.

**CITY OF WISCONSIN DELLS**

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

By: \_\_\_\_\_  
Brian Landers, Mayor

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

By: \_\_\_\_\_  
Nancy Holzem, Clerk/Administrative  
Coordinator

\_\_\_\_\_

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

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

\_\_\_\_\_.

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

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

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

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

Documented drafted by:  
Joseph J. Hasler  
LAROWE GERLACH TAGGART LLP  
Post Office Box 231  
Reedsburg, Wisconsin 53959  
(608) 524-8231

Wisconsin Dells -

Exhibit A to  
Accommodation Agreement

RISK MANAGEMENT

1. INSURANCE.

- A. \_\_\_\_\_ will carry, at its own cost and expense, the following insurance: (i) worker's compensation insurance as required by law; (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Five Hundred Thousand (\$500,000.00), per occurrence and One Million Dollars (\$1,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage.
- B. \_\_\_\_\_ CGL insurance shall be issued by an insurer authorized to issue CGL insurance policies in the State of Wisconsin and shall contain a provision including the City as an additional insured.
- C. \_\_\_\_\_ shall file with the City a Certificate of Insurance signed by the insurer's representative evidencing the required coverage. The evidence shall include an additional insured endorsement.

2. INDEMNIFICATION.

Except for the negligent acts or willful misconduct of City's agents or employees, \_\_\_\_\_ agrees to indemnify, defend, and hold harmless the City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by City or for which City may be held liable, which arise from the negligence, willful misconduct, or other fault of \_\_\_\_\_ or its employees, agents, or subcontractors in the performance of this Lease and Agreement.

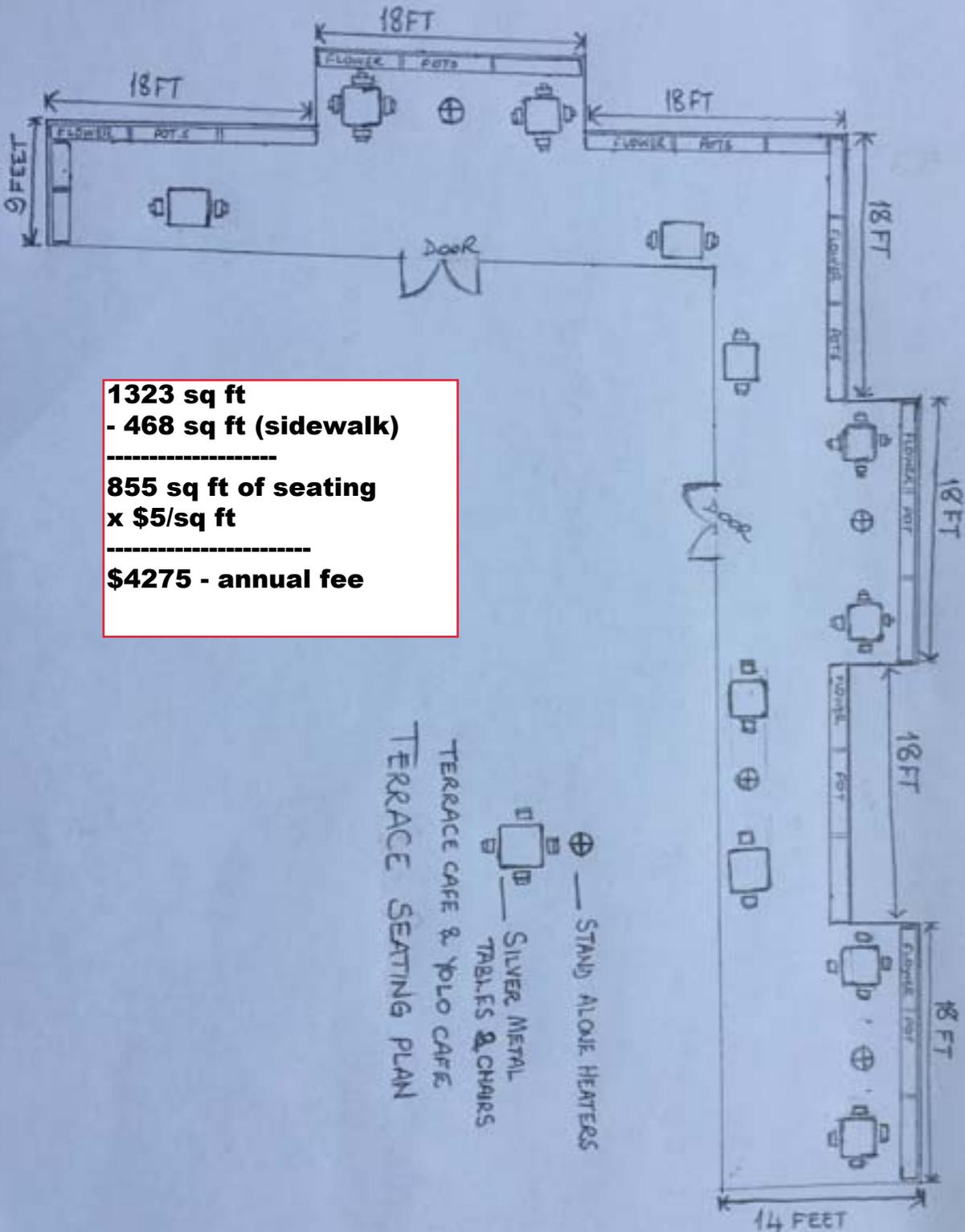
# Coffee Shop Proposal

## EXECUTIVE SUMMARY

- 1) Our mission is to will provide a friendly, comfortable atmosphere where the customers can receive quality food, drinks, and service at a reasonable price.
- 2) Terrace café will offer a variety of choices to the customers. Cappuccinos, lattes, espressos, smoothies, regular coffee, soft drinks, and tea of all sorts will be available.
- 3) The café will also serve deli-style breakfast sandwiches with the freshest ingredients
- 4) Coffee Spot Café will be open from 8:30 A.M. to 9:00 P.M. Monday-Sunday.

## GOALS AND STRATEGIES

- 1) Use the quality of our service and advertising to soon become well-known throughout Wisconsin Dells.
- 2) Work hard to have the best-tasting coffee, treats, and service in town and surrounding areas.



1323 sq ft  
 - 468 sq ft (sidewalk)

855 sq ft of seating  
 x \$5/sq ft

\$4275 - annual fee

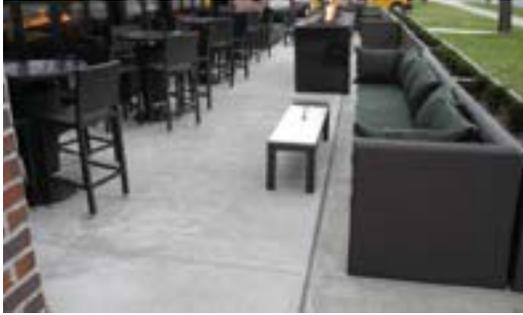
⊕ — STANDS ALONG HEATERS  
 □ — SILVER METAL  
 TABLES & CHAIRS  
 TERRACE SEATING PLAN  
 TERRACE CAFE & YOLO CAFE

## LOCATION

The location of my business will be where Chalet Building is at 402 1/2 Broadway Street in Wisconsin Dells







Proposed  
March 2017



PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional  
Services Agreement

This AGREEMENT (Agreement) is made today March 6, 2017 by and between CITY OF WISCONSIN DELLS (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** Eddy Street Signal Design

**The scope of the work authorized is:** See Attached – Task 1 Only

**The schedule to perform the work is:** Approximate Start Date: March 20, 2017  
Approximate Completion Date: Sept 1, 2017

**The lump sum fee for the work is:** \$43,000

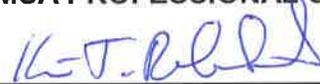
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF WISCONSIN DELLS

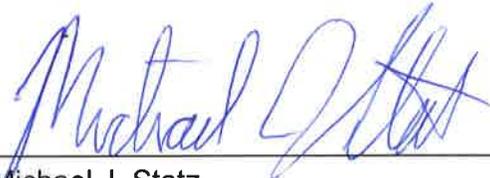
MSA PROFESSIONAL SERVICES, INC.

\_\_\_\_\_  
Brian Landers  
Mayor  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Kevin J. Ruhland  
Team Leader  
Date: 3-6-17

Attest: City/Township/Village Clerk (WI Only)

\_\_\_\_\_  
Clerk Name: Nancy R. Holzem  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Michael J. Statz  
Program Manager  
Date: 3-6-17

300 LaCrosse Street  
Wisconsin Dells, WI 53965  
Phone: 608-254-2012

2901 International Lane, Suite 300  
Madison, WI 53704  
Phone: 608-242-7779

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**Scope of Services Update  
For City of Wisconsin Dells  
Traffic Analysis and Improvements  
(Downtown Area)  
March 6, 2017**

This scope is to assist the City of Wisconsin Dells with design plans and traffic operations analysis for the downtown area. Preliminary findings indicate that the installation of a traffic signal at the intersection of Broadway and Eddy Street that is coordinated with the River Road/Superior Street signal will improve operations throughout the downtown. In discussions with City Officials and Staff, as well as feedback from WisDOT staff, the following long term project outline was identified to improve the overall traffic safety and operations within the downtown:

1. Design and prepare construction documents for the installation of a Traffic Signal for the Broadway and Eddy Street intersection. The signal should be operational prior to Memorial Day 2018
2. Collect traffic data to study vehicle and pedestrian safety and operations with the new Eddy Street signal. This data collection would occur during the summer of 2018 to help determine if additional improvements or changes to traffic patterns are necessary to further improve traffic safety and operations.
3. Finalize the traffic study and recommend any additional improvements to the downtown area, in particular Superior Street. The Superior Street pavement will be close to needing repair by the 2020 construction season. A traffic study will determine if the segment should be designed to accommodate different traffic flow, parking, or multimodal needs, and if those should be included in the design recommendations. The study and recommendations should be completed in the fall of 2018.
4. Redesign Superior Street from Broadway to La Crosse Street based on the recommendations of the 2018 study. Improvements could also include restriping and/or changes to La Crosse Street and/or Washington Street in close proximity to Superior Street to facilitate the necessary overall traffic flow plan. Design plans are planned to be completed in 2019 with a possible construction start in the fall of 2019 with an optimal goal of construction being completed prior to Memorial Day 2020.

Based on this outline of projects, the following is a more detailed discussion of Tasks 1 through 3. Once the findings of the study are complete, a cost estimate for the design of Superior Street can be prepared.

**Task 1. Eddy Street Traffic Signal Design – Lump Sum Fee of \$43,000**

To complete the design of a traffic signal at the intersection of Broadway and Eddy Street, the following tasks are recommended to be undertaken

**Task 1A – Field Survey**

MSA will complete a field survey of the intersection area to document existing conditions. The survey will include existing roadway geometry, sidewalk locations, overhead and underground utilities (including storm sewer), signage, landscaping, and other above ground features located within or

adjacent to the roadway right-of-way with the project limits. Project limits are defined as along Broadway from the radius return immediately east of La Crosse Street to the radius return immediately west of River Road/Superior Street (approx. 650 feet) and along Eddy Street from Broadway to La Crosse Street (approximately 350 feet). Survey will generally be from building face to building face along both streets.

Additionally, MSA will document existing right-of-way by surveying property lines and utilizing GIS data provided by the City. It is expected that all signal equipment fit within the existing right-of-way. Should this prove not true, MSA will coordinate with the City on potential alternatives and any scope amendments.

In preparation of the base map for project plan deliverables, it is anticipated that as-built plans are available from the City and/or WisDOT for sanitary sewer, water main, and storm sewer from recent construction projects. These plans will be used to assist in the creation of an existing conditions map/survey and verify utility connections.

#### *Task 1B – Traffic Signal Plans, Specifications, and Estimate*

It is assumed for this subtask that the signal installation will be a retrofit project, with minimal geometric changes to accommodate relocated pedestrian crossings at the intersection. MSA will prepare traffic signal plans for the intersection of Broadway & Eddy Street. Plans will include a plan view sheet, sequence of operations chart, cable routing sheet, and pavement marking and permanent signage plan. Additional details for curb ramps, minor sidewalk and curb replacement, and pavement replacement (in order to remove the in-pavement lighting system and install new conduit) are included.

Pavement Markings will include the restriping of Eddy Street as a “Northbound Only” Street with a relocated pedestrian crossing of Broadway at Eddy Street to the east side of the intersection due to the overall operational benefits to the entire roadway network for both pedestrians and vehicles. Northbound Eddy Street would permit left and right turning vehicles. Traffic will not be allowed to turn from Broadway onto Eddy Street. Parking will be restriped to accommodate northbound traffic, but no reconstruction of Eddy Street is included at this time.

It is anticipated that some of the decorative fence on the southeast corner of the intersection will be removed, and that the fence can either be salvaged and reinstalled, or that the City can provide plans for the previous installation as a basis for any new railing. Removal, replacement, or design of the planter boxes along the north side of Broadway are not included and are assumed to remain.

It is assumed that traffic control will be handled using WisDOT Standard Detail Drawings. One lane of traffic will remain open at all times during construction. Upon completion of the plans, MSA will provide the plans to the City of Wisconsin Dells and to WisDOT for review and comment.

Plan preparation will also include coordination with the electric utility regarding providing a power supply to the new traffic signal. Changes to the street lighting are also anticipated, and coordination of those removals, relocations, or combinations with traffic signal poles are included in the plans.

MSA will coordinate with the City and WisDOT to determine the specific traffic signal equipment necessary to accommodate the following features prior to the start of plan documents

- Vehicle detection, including video or microwave vs. in pavement loops
- Interconnectivity including fiber optic or spread spectrum radio to the Superior Street/River Road intersection
- Need for audible pedestrian signals (APS)
- Potential for fold-out stop signs
- Potential for Emergency Vehicle Preemption (EVP)
- Other unique signal features as requested by the City and/or WisDOT

Following guidance on the necessary equipment for these and any other identified features, final plans will be developed. Changes to the equipment requirements after this meeting may require an amendment to update plan documents and special provisions

MSA will prepare project specifications, provide standard detail drawings, and complete a quantity list and project cost estimate as part of the project. It is anticipated that Wisconsin Department of Transportation Standard Specifications will be used for the construction specifications and standard details.

#### Task 1C – Bidding Services

MSA will advertise and bid the project through the online Quest Bidding Program. MSA will prepare advertisement for bids and send for publishing in the local newspaper. Bidding documents will require bids to be sealed and delivered to City Hall. One MSA staff member will attend the bid opening. A bid tab will be prepared as well as a letter of recommendation to award the project. MSA will coordinate signatures and assist with executing the contract documents. Attendance at the preconstruction meeting is included.

It is assumed that the bid letting will be held in late Summer/Early Fall of 2017, with construction beginning after Labor Day 2017. Completion of the underground construction is recommended to be prior to November 17, 2017. Above ground construction and final punch list items should be completed prior to May 18, 2018. *Note that this proposal does not include construction staking, administration, or oversight services at this time.*

#### Task 1D – Signal Timing Plans and WisDOT Coordination

Utilizing the traffic volume information collected as part of the previous downtown study, MSA will prepare a signal timing plan for the intersection. Timing will require close coordination with WisDOT regarding the volumes and timing plan for the intersection of Broadway & River Road/Superior Street. The scope assumes two timing plans will be prepared; Summer Peak and non-summer traffic.

The proposal assumes that the new Eddy Street signal would be a “secondary” signal to the River Road signal, and that the timing plan for the existing signal will not be modified. Plans will be provided to WisDOT for review and implementation.

The proposed timing plans are based on a random sampling of traffic volumes and may need to be adjusted after implementation to reflect variations in volume patterns not seen in the sample data.

No timings plans at this time will include pedestrian scramble phasing. If, through coordination with WisDOT, it is determined that scramble phasing can be included at the Superior Street/River Road intersection. MSA will prepare an addendum for additional traffic signal timing plans.

## **Task 2. Downtown Traffic Data Collection – Cost - \$1,000/Day (up to 6 setups per day) + \$500 per setup (12 hour count assumed)**

MSA will utilize traffic video equipment for turning movement counts at designated intersections within the Downtown area. Video will be recorded from 9:00 AM to 9:00 PM on a summer Thursday, Friday, or Saturday to assess existing traffic patterns. Ideally the counts will be taken in July to assess peak summer traffic conditions. Counts will include pedestrians and bicyclists within the crosswalks and bicycles on the road. Traffic counts will be collected using video recording data and the hours will be submitted to Miovision for tabulation and summary.

At a minimum, it is recommended to count the intersections of Broadway with La Crosse Street, Eddy Street, River/Superior, Oak, and Elm Street. If determined appropriate, additional counts could be completed at intersections such as Eddy & La Crosse, La Crosse & Superior, Washington & La Crosse, Washington & Superior, River & Wisconsin, etc.

## **Task 3. Update Downtown Traffic Study. – Estimated costs \$20,000-\$25,000**

Using the traffic data collected above, there are five potential alternatives that will be revisited at this time using Synchro Traffic Analysis Software. They are described in more detail below. The updated analysis of each of these alternatives would be completed with the following assumptions.

1. The Duchess Plaza on north Oak Street is in place and will remain long term.
2. Traffic analysis assumes the updated traffic volumes are a reasonable reflection of future conditions. No new development or redevelopment is considered as part of the analysis.
3. Analysis will consider one time period for each/any alternative analyzed – Peak summer traffic conditions.
4. All analyses assume four traffic signals installed on Broadway – Eddy Street, River/Superior Street, Oak Street, & Elm Street.
5. All analyses assume two vehicle travel lanes in both the east and west directions on Broadway as well as one bike lane in each direction.
6. Model output will report Level-of-Service by movement for each of the four study intersections identified in item 4 above. Reporting will also include average delay and 95% queue lengths per the Highway Capacity Manual.

In addition to these assumptions, the following alternative specific information is provided to clarify the analysis effort proposed:

- **Alternative 1 - Maintain Existing 2-way accessibility on River/Superior Street & Elm Street**
  - This alternative is anticipated to be the “Existing Conditions” at the time of study and will be used as a baseline for comparison of Alternatives 2 and 3.
- **Alternative 2 – Original One-Way Conversion of River/Superior Street and Elm Street**
  - For this alternative, the analysis completed would be an update of the original analysis to address questions or comments from the DOT regarding implementation of this alternative, and to ensure consistency between this alternative and the newly analyzed alternatives. Analysis will also include an operational assessment of the proposed roundabout north of downtown where the one-way pair is will reconnect on River Road.

- **Alternative 3– Shortened One-Way Conversion of River/Superior Street and Elm Street**
  - For this alternative, the analysis completed would be a shorter version of the one-way alternative for River/Superior Street and Elm Street. The one-way designation would be in place from Wisconsin Avenue on the north to Washington Avenue on the south. Both Wisconsin and Washington Avenues would remain as two-way traffic.
- **Alternative 4 – One-Way Superior Only**
  - This alternative limits the one-way circulation to only Eddy Street (in place at the time the analysis occurs) and Superior Street between Broadway and Washington Avenue. River Road and Elm Street remain bidirectional roadways.
- **Alternative 5 – One Way River/Superior**
  - A final alternative could consider making River Road & Superior Street one-way between Wisconsin Avenue and Washington Avenue, and maintain two-way traffic on Elm Street.

In addition to completing a revised traffic operations analysis, MSA will prepare a schematic layout of the top three preferred alternatives as agreed to with City Staff and officials. These schematics will show the necessary improvements to implement each alternative. From these schematics, an assessment of construction cost and right-of-way impacts will be prepared. The cost estimate will be planning level for major items and break down costs into logical segments. Right-of-way impacts will also be estimated in terms of likely areas and/or property acquisitions to complete the design. Costs estimates for real estate acquisitions are not included.

MSA will prepare a document that summarizes the analyses and processes completed as part of the downtown study efforts. The report will also provide a summary of the cost and impact findings for each alternative. For the preferred alternative, the report will also identify, if necessary, a preliminary breakdown of projects to implement the entirety of the recommendation over multiple years for budgeting and/or impact/scheduling reasons, beginning with the Superior Street reconstruction. The report will include tables, exhibit, and appendix material as necessary to document the process and findings

### **Meetings & Coordination**

Throughout each of these Tasks, MSA will be available to attend City Public Works or Council meetings to specifically address the downtown projects. In addition, MSA will likely need to attend multiple meetings with the City and/or WisDOT staff to review the design and study progress and address WisDOT questions, concerns and recommendations for the project area. Additional project coordination with WisDOT and City Staff and officials is also included for the duration of this project. It is assumed for this scope that one phone coordination effort will be held in advance of each face-to-face meeting.

A public involvement/outreach meeting is not specifically included in the scope at this time, but efforts to assist in holding a dedicated public meeting outside of City Council/Public Works meetings can be provided if requested by the City as part of an amendment. Costs for meetings and coordination will be provided with each of Tasks 1-4 as estimated once the overall project approach is agreed to.

-- END --

# Existing Traffic Count Data

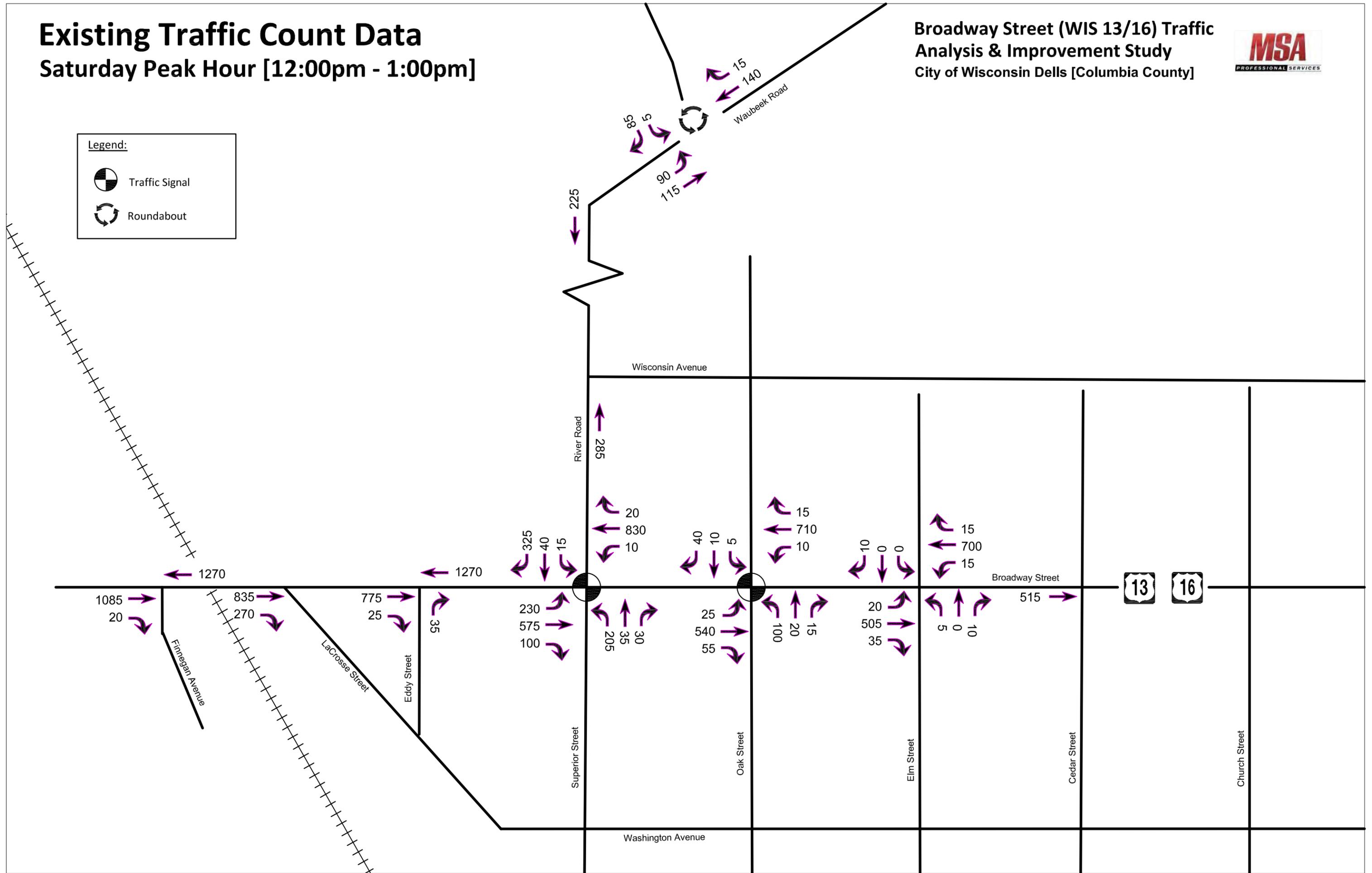
## Saturday Peak Hour [12:00pm - 1:00pm]

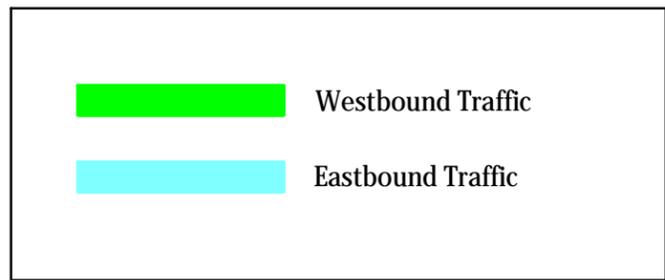
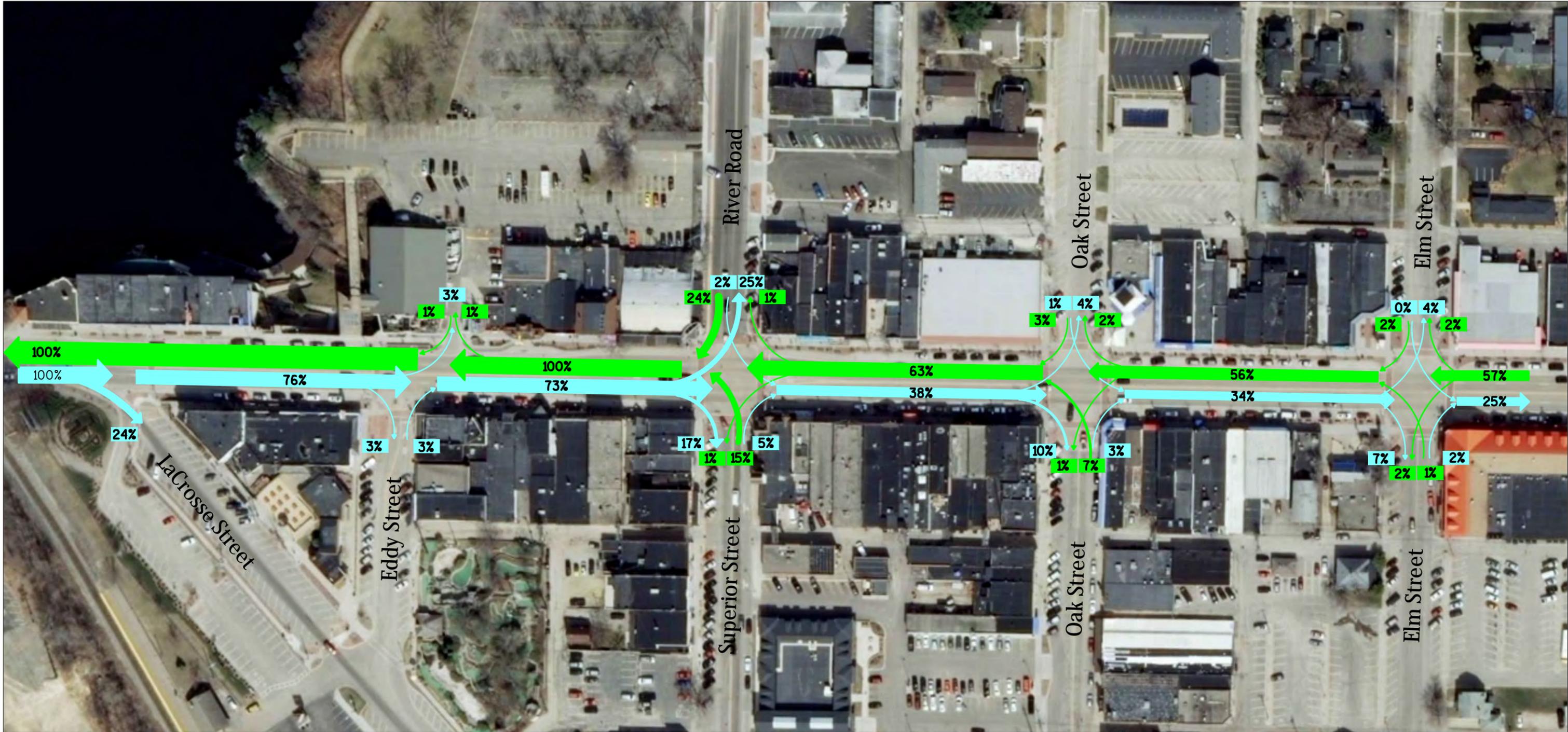
**Broadway Street (WIS 13/16) Traffic Analysis & Improvement Study**  
 City of Wisconsin Dells [Columbia County]



**Legend:**

- Traffic Signal
- Roundabout

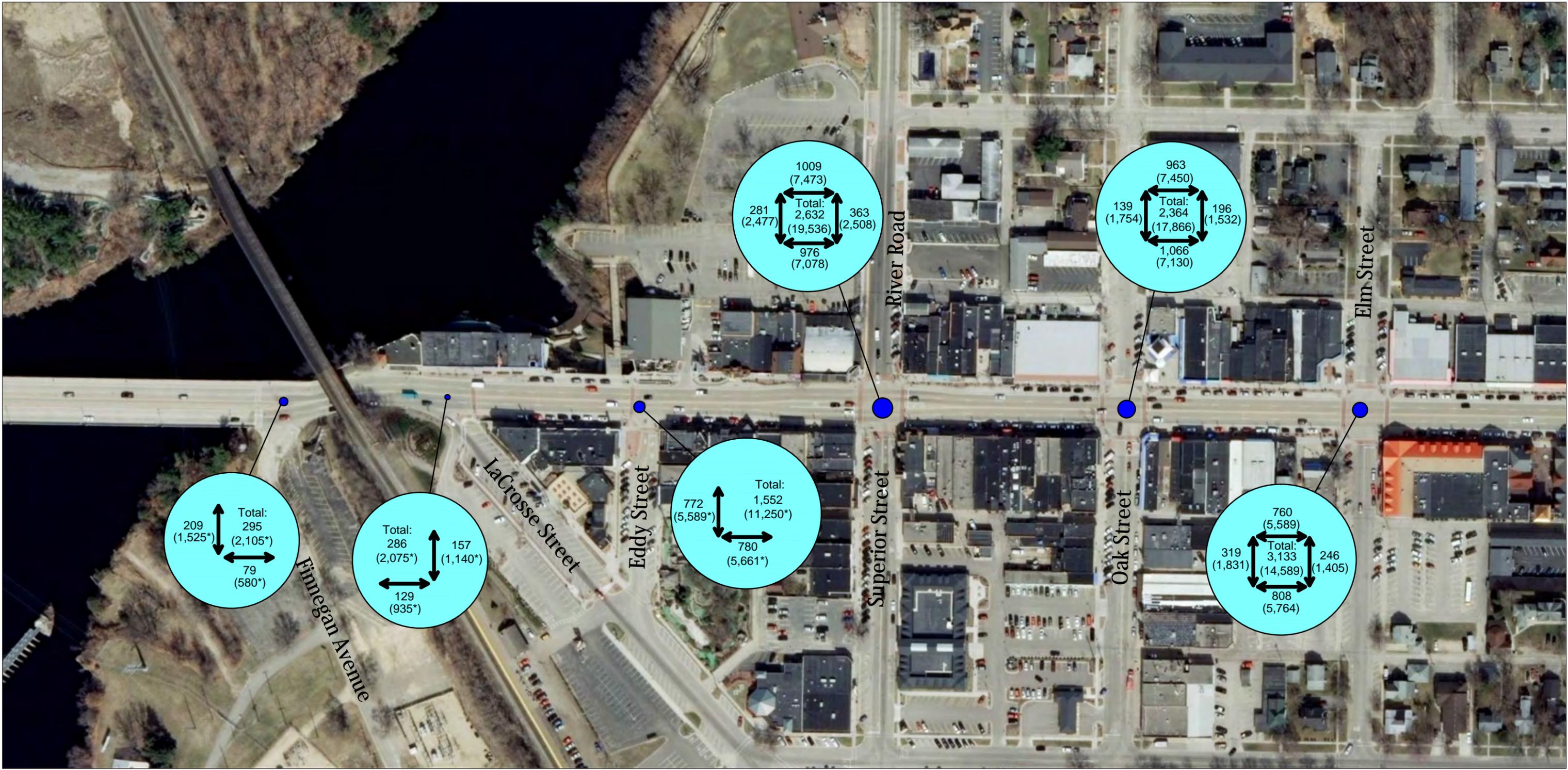




## 2015 Peak Hour Volume (Saturday 12:00-1:00 PM)

Broadway Street (WIS 13/16) Traffic  
 Analysis & Improvement Study  
 City of Wisconsin Dells [Columbia County]





PM Peak Hour Volume (Total 12 Hour Volume)
   
  
 Direction of Pedestrian Movement
   
 \* Approximate 12-Hour Volume calculated



## 2015 Pedestrian Peak Hour Volume Saturday 8:00 - 9:00 PM (12-Hour Volumes from 9AM-9PM)



# Alternative 1

## [Oak Street Plaza]

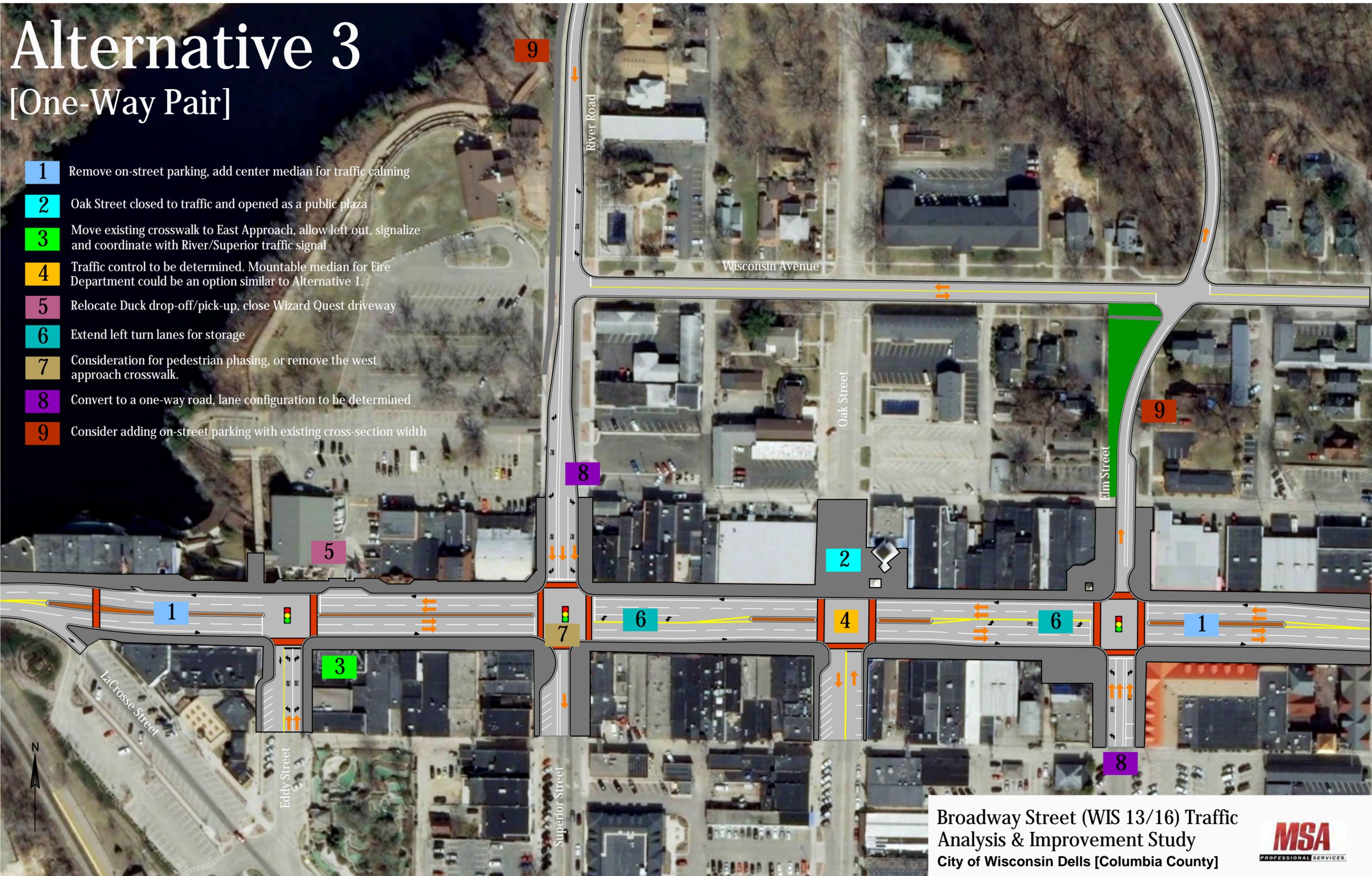
- 1** Remove on-street parking, add center median for traffic calming
- 2** Oak Street closed to traffic and opened as a public plaza
- 3** Move existing crosswalk to East Approach, allow left out, signalize and coordinate with River/Superior traffic signal
- 4** Traffic control to be determined
- 5** Duck drop-off/pick-up, close Wizard Quest driveway
- 6** Extend left turn lanes for storage
- 7** Consideration for pedestrian phasing or removing the west approach crosswalk
- 8** Mountable median for Fire Department



# Alternative 3

## [One-Way Pair]

- 1** Remove on-street parking, add center median for traffic calming
- 2** Oak Street closed to traffic and opened as a public plaza
- 3** Move existing crosswalk to East Approach, allow left out, signalize and coordinate with River/Superior traffic signal
- 4** Traffic control to be determined. Mountable median for Fire Department could be an option similar to Alternative 1.
- 5** Relocate Duck drop-off/pick-up, close Wizard Quest driveway
- 6** Extend left turn lanes for storage
- 7** Consideration for pedestrian phasing, or remove the west approach crosswalk.
- 8** Convert to a one-way road, lane configuration to be determined
- 9** Consider adding on-street parking with existing cross-section width



**Existing Agreement  
from Dec. 2014**



**PROFESSIONAL SERVICES**  
More ideas. Better solutions.

**Professional  
Services Agreement**

This AGREEMENT (Agreement) is made today 12/10/2014 by and between CITY OF WISCONSIN DELLS (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:**

City of Wisconsin Dells –Traffic Analysis and Improvements (Downtown & Exit 87 areas)

**The scope of the work authorized is:** See attached scope of services

**The schedule to perform the work is:**

Approximate Start Date: upon receipt of signed contract

Approximate Completion Date: 12/31/2015

**The estimated fee for the work is: \$150,900**

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF WISCONSIN DELLS**

\_\_\_\_\_  
Brian Landers  
Mayor  
Date: \_\_\_\_\_

Attest: City/Township/Village Clerk (WI Only)

\_\_\_\_\_  
Clerk Name: \_\_\_\_\_  
Date: \_\_\_\_\_

300 LaCrosse Street  
Wisconsin Dells, WI 53965  
Phone: 608-254-2012

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
John M. Langhans, P.E.  
Team Leader  
Date: 12/10/14

\_\_\_\_\_  
Chuck Bongard, P.E.  
Program Manager  
Date: 12/11/14

1230 South Blvd.  
Baraboo, WI 53913  
Phone: 608-355-8895  
jlanghans@msa-ps.com

**Scope of Services  
For  
City of Wisconsin Dells  
Traffic Analysis and Improvements  
(Downtown and Exit 87 Areas)  
December 2, 2014**

**Phase 1 – Data Collection**

**Estimated Fee: \$2,150**

1. Review, Summarize & Forecast available counts
  - a. Contact WisDOT regarding traffic cameras.
  - b. Research online count data.
  - c. Utilize counts from other studies as available.
  - d. Summarize available counts into useful forms
  - e. Submit to WisDOT for forecasting of future traffic volumes
2. Recommend additional counts
  - a. Likely summer counts only needed.
  - b. Low potential to need off-peak supplemental data at unsignalized intersections.

**Phase 2 – Broadway 200 Block Intersection Analysis and Sidewalk Expansions**

**Estimated Fee: \$65,000**

1. Intersection counts at both River/Superior & Oak Streets
  - a. Discuss value of getting winter counts and factoring to summer or waiting for other locations for this Task only.
  - b. Consider additional counts at La Crosse, Eddy, and Elm (not included in Estimated Fee for this task)
2. Get traffic forecasts for scenarios as required by WisDOT (PM/SAT/Summer/etc.)
3. Define variables such as closures, developments, parking locations prior to completing analysis
  - a. Provide 3 alternatives to City, one of which is one-way pair of Elm and River Streets.
    - i. Complete preliminary review of circulation patterns, routing of traffic, emergency services, environmental, arch, or historical impacts, building acquisitions & potential property needs for feasibility as part of analysis
  - b. Develop Synchro Models of 3 options selected.
  - c. Briefly review feasibility of 2 lanes on Broadway based on intersection operations.
  - d. Need roadway widths including bike lanes for pedestrian timings. Consider Ped Scramble phase.
  - e. Analysis needs to consider options for long term solution (Task 4) so that this improvement fits with the long range solution and funds are not lost on the short term construction.
4. Complete Synchro report showing LT needs and write memo. Analysis will consider pedestrian timings.

5. Design Sidewalk Expansions and Streetscaping Improvements for the 200 Block to include sidewalk widening, streetscape features, wall/railing, and utilities. Develop Bidding Documents (plans, specifications, cost estimate). Develop standard details
6. Attend three (3) design review meetings.
7. Project Management, correspondence, and QA/QC.
8. Prepare and Submit WisDOT Work in ROW permit
9. WisDOT Coordination

**Phase 3 – Downtown Circulation Plan and Traffic Analysis**

**Estimated Fee: \$56,750**

1. Significant base traffic count data is needed to analyze different scenarios.
  - a. Complete supplemental or updated counts in summer 2015 at up to 6 locations
2. Extend analysis of 1-3 alternatives from 200 Block analysis to consider additional intersections and impacts. MSA review items like circulation patterns, routing of traffic, emergency services, environmental, arch, or historical impacts, building acquisitions & potential property needs for feasibility.
3. Vetting of ideas through Community officials and stakeholders to narrow focus to preferred alternative for completing traffic analysis. Determine options/variables to be tested in options to set the amount of analysis that is needed. Include concepts and feedback from parking study, market analysis, additional known future developments, closure of streets, Spur road closure impact, and Woodside impact as example potential variables to be tested. Some variables may require additional data collection to properly analyze impacts.
4. City to provide information on parcel ownership/availability.
5. MSA completes analysis assuming appropriate traffic data exists to determine traffic impacts of the variables on the preferred alternative. Up to 4 variables to be tested through Synchro, including rerouting of existing and new traffic volumes based on specific variables to be tested.
6. Analysis/study of enhanced pedestrian crossing between the river and La Crosse Street is included in the analysis, including warrants for a “HAWK” type crossing device.
7. Summary Memo and schematics of alternatives will be prepared through the process.
8. Results discussed and final alternative selected based on findings.
9. Engagement and coordination will be with selected community leaders as defined by the City and WisDOT staff as required by the project. Task 5 specifically includes time for up to 4 meetings with select community leaders at the City of Wisconsin Dells, as well as 2 meeting with WisDOT staff at the Southwest Region Madison office.

**Phase 4 – Exit 87 Traffic Impact Analysis (TIA)**

**Estimated Fee: \$27,000**

1. Complete TIA per WisDOT TIA guidelines
2. Utilize counts from Interstate and Parkway studies in analysis (no new counts)
  - a. Available counts will determine study periods.
  - b. Assume 2 different peak periods (Weekday & Saturday, both in Summer)
  - c. Evaluate Current and 20 year build conditions.
3. City to provide one set of assumed land uses for development properties
4. Review access locations & intersections
  - a. Trout Road & WIS 13
  - b. Interstate Ramp terminal options
  - c. Potential for access between Trout Road & Interstate
  - d. Access to Trout Road (max 2 locations)
5. Coordinate with I-90/94 and Parkway study teams on interchange ideas
6. Analyze Dells Parkway plans/connectivity to CTH A from Trout Road
7. Provide recommended roadway improvements

**Total Estimated Fee for All Phases = \$150,900**

-- END --