

VILLAGE OF EPHRAIM

FOUNDED 1853



Community Protection Committee Agenda
Thursday August 3, 2023 3:30 PM
Village Hall 9996 Water Street

NOTE: This Meeting of the Village Community Protection Committee will also be held via teleconferencing. It will be available to the public to attend in person or by computer, phone, tablet, or dial in. Connection information is included below in this notice.

1. Call to order
2. Changes in Agenda
3. Previous minutes – July 11, 2023
4. Visitors' comments
5. Discussion and Consideration on Survey work on German Rd. & Anderson Ln.
6. Discussion on Firehouse Marina Closure for Fyr-Bal 2024
7. Discussion on General Safety Issues in the Village
8. New business for next meeting
9. Adjournment

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/543061957>

You can also dial in using your phone.

Access Code: 543-061-957

United States: [+1 \(571\) 317-3122](tel:+15713173122)

**It is possible that a quorum of the Village Board or other Village Committees may be present at the meeting. However, no action will be taken by any other Board or Committee unless specifically noticed.*

	Date <u>7/31/2023</u>
<hr/> Andrea Collak, Clerk	<input checked="" type="checkbox"/> Village Administrative Office
	<input checked="" type="checkbox"/> Visitors' Center
	<input checked="" type="checkbox"/> Post Office
<hr/> Kim Roberts, Deputy Clerk	<input checked="" type="checkbox"/> Website: ephrain.wi.gov
	<input checked="" type="checkbox"/> Emailed to WDOR/ Peninsula Pulse

**VILLAGE OF EPHRAIM
COMMUNITY PROTECTION COMMITTEE MINUTES
THURSDAY, JULY 11, 2023 - 3:30 PM
9996 WATER STREET**



ACTION ITEMS:

Dukehart moved, Krist seconded to approve the minutes of April 6, 2023, with Mulliken recusing herself, all ayes. Motion carried.

Cox moved, Dukehart seconded to investigate through the WisDOT and relevant state statute(s) to determine what can be done for parking signage on STH 42 along with the distance between signage if allowed, all ayes. Motion carried.

Cox moved, Krist seconded to invite Door County Highway Department Commissioner, Thad Ash to the August 2023 meeting to discuss speed issues on CTH Q and the procedures and rules for changing speed limits on a county highway, all ayes. Motion carried.

Cox moved, Krist seconded to adjourn at 4:30 PM, all ayes. Motion carried.

Present: John Cox, Keith Krist, Dan Shannon, Tad Dukehart, and Carly Mulliken - Chair.

Staff: Justin MacDonald – Village of Ephraim Fire Chief and Kim Roberts-Deputy Clerk.

Guests: Matt Meacham, John Held, Julie Watkins, BD and Nancy Thorp, Geoff and Claudia Werner, and Kelsey Stone (EBC).

1. **Call to Order:** The meeting was called to order by Mulliken at 3:30 PM. A quorum was present for this meeting.

2. **Changes to the agenda:** There were no changes.

3. **Approval of the previous minutes:**

Dukehart moved, Krist seconded to approve the minutes of April 6, 2023, with Mulliken recusing herself, all ayes. Motion carried.

4. **Visitors' Comments:**

Held inquired about the decisions made to not install crosswalks at Brookside Lane and the Ephraim Wetlands this year.

MacDonald noted that the discussion came before the Physical Facilities and Utilities Committee during the June Meeting. It was not a Community Protection Committee "CPC" item.

5. **Discussion regarding parking on STH 42 (Water Street):**

A discussion was held regarding the best way to review parking sections on STH 42. Dukehart felt that timing and different views of circumstances were a struggle; it is important to note the chokepoints, especially from an emergency response point of view. John Held and Julie Watkins discussed striping no parking areas and "no parking" signs so that motorists do the right things based on the rules of the road. Cox felt there was a need for a Village parking plan because the parking problem is not going to go away. He noted that enforcement would be a key element in crafting a solution. The Door County Sheriff's Department doesn't have the time to enforce parking.

After considerable discussion, the committee members present decided to find out what the state DOT will allow on STH 42 regarding signage. Mulliken reminded the committee that parking restrictions would also need to be part of the Village Code of Ordinances.

Cox moved, Dukehart seconded to investigate through the WisDOT and relevant state statute(s) to determine what can be done for parking signage on STH 42 along with the distance between signage if allowed, all ayes. Motion carried.

6. **Discussion regarding parking during Fyr Bal:**

A discussion was held regarding parking issues that occurred during Fyr Bal. Mulliken noted that despite a lot of "no parking" signage there were a few places where cars parked that caused a backup in traffic. Held agreed, shared the Marinas and Moorings "M&M" committee observations from Fyr Bal, and that the

committee agreed to discuss closing the marina for Fyr Bal 2024. Stone stated that the Ephraim Business Council would love to see the marina closed to allow for the shuttle bus to turn around and drop off. She added that using the lot for handicapped parking would be helpful because there is no good location in downtown Ephraim. For the safety of everyone, it may be best to close the launch to boat/trailer traffic we are on board with that 100%, Stone said. The item was noted as new business for the August 2023 meeting to consider for safety reasons.

7. Discussion regarding speeding and other concerns on CTH Q and Village Streets:

A discussion was held regarding speeding concerns. Mulliken noted that there is a Sheriff's Department speed sign located on CTH Q. MacDonald added that the Village speed sign is deployed on Settlement Road. Cox explained that CTH Q has turned into Road America, Norma Hager is ready to tear her hair out as a resident of CTH Q, and German Road is crazy due to speed. Cox felt that it was the Village's responsibility to take care of issues, start remedial actions, and keep going until the issue is fixed. We've received emails from residents, we are responsible to them, and it is time to make a strong recommendation to the Board, Cox said.

Further discussion included resident, summer resident, and contractor by-pass routes to avoid downtown Ephraim, speed study data results, enforcement, previous resident petitions to the County Highway Department to move speed limit signs on CTH Q, and the Village's inability to move speed signs on a county highway. Cox asked about the signs in the brush on CTH Q. MacDonald replied that the County is currently working on clearing CTH Q.

B D Thorp discussed the lack of adherence to traffic signage at the intersection of CTH Q and Moravia Street. He noted that the South Bound traffic rarely stops, or slows down at the intersection and expressed concern about pedestrians coming up and down the Cherry Street Steps. He suggested a crosswalk to slow people down as well as reflectors on the stop signs.

A discussion was held regarding the CTH Q and Moravia intersection. Cox agreed that the area is a problem spot and it was not an option to do nothing. Mulliken noted that there were very specific guidelines for crosswalks on state highways. MacDonald added that it would be easier on Village Streets.

Cox moved, Krist seconded to invite Door County Highway Department Commissioner, Thad Ash to the August 2023 meeting to discuss speed issues on CTH Q and the procedures and rules for changing speed limits on a county highway, all ayes. Motion carried.

Krist noted that something needed to be done with the German Road and Hoganson Rd corner.

Cox stated that the county had no authority over Village streets; CTH Q is their authority.

8. Discussion of general safety issues in the Village:

A discussion was held about safety concerns. MacDonald updated the committee that tree trimming had already commenced with stop signs as the priority. Cox stated the area between Spruce Street and Anderson Lane is dangerous for pedestrians; the area needs to be revisited for the safety of pedestrians. Julie Watkins asked why there were no sidewalks in that area, and why weren't the sidewalks continued all the way to Anderson Lane. Mulliken stated that the intention is to eventually connect, piece by piece. Julie Watkins asked what the status was with the repair to the Spruce Street and Norway Street stone column. Matt Meacham stated that the column is in litigation.

9. New business for the next meeting:

The next meeting of the Community Protection Committee will be held on August 3rd, 2023, at 3:30 PM.

New business:

- a) Firehouse Marina Closure for Fyr Bal 2024.
- b) German Road Safety.
- c) Door County Highway Commissioner - CTH Q speed issues.

10. Adjournment:

Cox moved, Krist seconded to adjourn at 4:30 PM, all ayes. Motion carried.

Recorded by, Kim Roberts – Deputy Clerk

It appears to be roughly half a mile of road work. I would retrace the right-of-ways as shown on any recorded surveys, however, quite a few parcels have nothing on file so we would research the deeds of record for all adjoining tracts to determine if any road rights are mentioned. We would locate the physical centerline and edge of the existing blacktop and show all our findings on a large print.

Brent is aware of what our maps look like. The map we would create would be similar and can be used to determine the exact location of the blacktop within the right-of-way.

We're usually 4-6 weeks out at any given time of the year, currently booking the first week of December. It would be very important to obtain all our measurements before the snow and ice covers the area. I would think that a map could be completed by the first part of January.

Cost would be \$2500, not to exceed \$3500.

Thanks for the opportunity to send this estimate and I hope we can be of service.

Brian

Brian D. Frisque PLS-2429

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***Brian Frisque Surveys Inc.
3121 Mathey Road
Sturgeon Bay, WI. 54235
Home Office: 920-743-7183
Cell Phone: 920-493-7183
Fax: 920-743-7773***



Stantec Consulting Services Inc.

312 North Fifth Ave
PO Box 105
Sturgeon Bay, WI
54235

February 20, 2022

Village of Ephraim
Attn: Brent Bristol
PO Box 138
Ephraim, WI 54211

Re: German Road and Anderson Lane Right of Way Map

Dear Brent,

Thank you for the opportunity to provide you with the following proposal for preparing a Right of Way Map for German Road and Anderson Lane. Please review the following Scope of Services and Fee Proposal and contact me if you have any questions, would like any revisions to the scope, or if we can be of further assistance in any respect.

If the proposed fees and attached terms and conditions are acceptable to you, please sign the last page of this proposal and return it to us via email.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads 'Mike McCarty'.

Mike McCarty, PLS
Survey Project Manager

Re: German Road and Anderson Lane

Scope of Services

Task 1 – Field Operations

- Conduct a field survey for German Road from STH 42 and Norway St
- Conduct a field survey for Anderson Lane from 100 feet west of Moravia St. to the east lot line of 3014 Anderson Lane
- Mark existing property corners with pin flag
- Locate existing pavement of Anderson Land and German Road

Task 2 – Map Preparation

- An right of way map for German Road and Anderson Lane will be prepared with the following shown:
- Property boundaries per Door County GIS website
- Right-of-way boundary per found property corners and existing surveys
- Existing pavement the roads
- Adjacent property owners' information per Door County GIS website

Deliverables:

- PDF and hard copy of the right of way maps

Assumptions:

- The maps will be performed according to the latest recorded deeds as per the county GIS website parcel information and existing surveys on file at the Door County Land Information Office.
- No property corner will be set for this project.
- Work will not be performed outside of this scope of services without proper authorization from the client.

Fee Proposal:

Stantec will invoice this project on a Time and Materials basis with an estimated cost of **\$5,000** as outlined in the attached rate table. The anticipated costs are based on the anticipated Tasks outlined above. Any deliverables outside of the defined scope will be charged time and materials, according to the rates attached. This is an estimate only, not a limit, invoices will reflect the actual effort it takes to complete the scope of work proposed.

Schedule:

We will be able to have the Right of Way survey will be completed within approximately 60 days from receiving a signed proposal. This proposal is valid for 90 days.

By signing this proposal, the client authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on _____ (date)

On behalf of: _____

Print Name & Title

Signature

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be



used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.



ATTACHMENT – STANDARD RATE TABLE

BC1938_0_2023

LABOR RATES

Staff Level	Billing Level	Hourly Rate
CAD Technician, Civil Designer, Inspector, Planner, Project Technician, Scientist	3	\$98
	4	\$104
	5	\$115
	6	\$119
	7	\$127
Civil Technician, Designer, Engineer, Field Supervisor, GIS Analyst, Inspector, Land Surveyor, Landscape Architect, Project Manager Scientist, Senior CAD Designer, Senior Civil Technician	8	\$133
	9	\$142
	10	\$149
	11	\$157
	12	\$161
Engineer, Field Supervisor, Principal, Project Manager, Senior Engineer, Senior Landscape Architect, Senior Planner, Senior Principal, Specialist	13	\$172
	14	\$183
	15	\$202
	16	\$225
Specialist, Vice President	17	\$237
	18	\$227

These rates are adjusted annually in accordance with the normal review procedures of Stantec