

**VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2024-40**

**AWARDING A CONTRACT FOR THE MUNICIPAL CAMPUS  
TRAFFIC, BIKE, AND PEDESTRIAN STUDY**

**WHEREAS**, the Village of Windsor has a desire to complete a study of the current and future traffic demands for the new Municipal Campus area (the "Study"); and

**WHEREAS**, the Village of Windsor continue to implement the goals, objectives and policies of the Redevelopment Plan #2: Windsor Crossroads, which will generate additional traffic and may warrant future public infrastructure improvements in the area; and

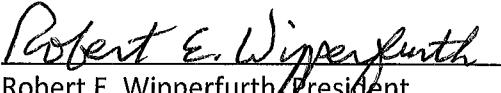
**WHEREAS**, the Village of Windsor has the opportunity to complete the Study, attached hereto as Exhibit A; and

**WHEREAS**, the Village of Windsor staff recommend the hiring of TADI (Traffic Analysis & Design, Inc.) to complete the Study; and

**NOW THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Windsor that it hereby awards the contract for the Study by TADI in the amount of \$26,268.00 in accordance with the proposal attached hereto as Exhibit A. The Village President, Village Attorney and Staff are authorized to execute the contract and all associated documents, as approved by the Village Attorney, on behalf of the Village.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on April 18, 2024, by a vote of 4 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

**Attested by:**


  
Christine Capstran, Clerk

Exhibit A: TADI (Traffic Analysis & Design, Inc.) Proposal

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between **Village of Windsor** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a traffic and pedestrian circulation and safety study at Windsor Road/Windsor Street, Windsor Road/Windsor Ridge Lane and Windsor Ridge Lane/park access in the Village of Windsor, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the address specified below:

**Client:** Village of Windsor  
4084 Mueller Rd  
DeForest, WI 53532  
**Attn:** Jamie Rybarczyk  
Deputy Administrator | Director of  
Economic Development

**Engineer:** Traffic Analysis & Design, Inc.  
P.O. Box 128  
Cedarburg, WI 53012  
**Attn:** John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of April 3, 2024.

**Village of Windsor (Client)**

By: Robert E. Wippenyent

Title: Village President

Date: 4-18-2024

**Traffic Analysis & Design, Inc. (Engineer)**

By: John A. Bieberitz

John A. Bieberitz, P.E., PTOE

Date: 4/3/24

# ATTACHMENT A

## SCOPE OF SERVICES

Engineer will prepare a traffic operations and pedestrian circulation study to address safety and traffic/bike/pedestrian operations with the new Fireman's Park and Municipal Building located along Windsor Road, which includes the study area intersections of:

- Windsor Road with Windsor Street/Park Access Driveway
- Windsor Road with Windsor Ridge Lane/Sunset Meadow Drive
- Windsor Ridge Lane with the Park Access Driveway

### Task 1 – Data Collection

It is recommended to conduct the traffic counts in May or early June to capture peak pedestrian/bike activity. Engineer will conduct intersection turning movement counts at the study area intersections for the weekday hours of 7 AM to 9 AM, 2 PM to 6 PM and on a Saturday 11 AM to 4 PM (to capture both typical weekday peak hours (with school in session) and weekend peak activities (with a weekend baseball event)):

- Windsor Road with Windsor Street/Park Access Driveway
- Windsor Road with Windsor Ridge Lane/Sunset Meadow Drive
- Windsor Ridge Lane with the Park Access Driveway

The traffic turning movement counts will be conducted to WisDOT standards with cars, trucks, buses, bikes and pedestrians counted separately per movement in 15-minute intervals. Engineer will collect a photo log, intersection geometric data, distances between intersections and turn bay lengths. The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis.

Engineer will conduct pedestrian counts and pedestrian movements/paths at the following locations/areas for the weekday hours of 7 AM to 9 AM, 2 PM to 6 PM and on a Saturday 11 AM to 4 PM (to capture both typical weekday peak hours (with school in session) and weekend peak activities (with a weekend baseball event)):

- Pedestrian/bike counts/movements to/from Fireman's Park
- Pedestrian/bike counts/movements to/from the new Municipal Building
- Pedestrian/bike counts/movements to/from the Gingerbread Daycare Center
- Pedestrian/bike counts/movements to/from the Windsor Bread Bakery & Coffeehouse

The Engineer will compile the pedestrian/bike movement data for a base map for the pedestrian/bike safety analysis.

### Task 2 – Pedestrian Safety Analysis

Engineer will perform an objective, scientific-based, pedestrian risk assessment analysis within the study area. Engineer will utilize this risk assessment to identify potential engineering countermeasures to help mitigate risk. The potential risk reduction of such countermeasures (e.g. high-visibility crosswalks, rectangular rapid flashing beacons, etc.) will be documented and used to help the Client prioritize improvement options. In addition to addressing the pedestrian safety analysis

at the three study area intersections, Engineer will also evaluate, analyze and provide additional safety recommendations (if needed) for pedestrian/bike movements to/from Fireman's Park, to/from the new Municipal Building, to/from the Gingerbread Daycare Center, to/from the Windsor Bread Bakery & Coffeehouse.

### **Task 3 – Traffic Analysis**

#### ***Trip Generation, Distribution and Assignment of Future Development Traffic***

Engineer will utilize the expected park buildout and municipal building development to generate traffic for the weekday AM, PM and Saturday peak hours. The traffic generated by the future development buildout will be assigned to the study area intersections for the weekday AM, PM and Saturday peak hour periods. This additional traffic will be added to the existing traffic turning movement counts to develop the "full build" traffic turning movement volumes for the weekday AM, PM and Saturday peak hour periods.

#### ***Existing Conditions Traffic Operational Analysis***

Engineer will utilize the existing conditions and the existing weekday AM, PM and Saturday peak hour traffic turning movement volumes to analyze the three study area intersections to provide a base condition for comparison to the future conditions. Engineer will determine the existing Levels of Service per movement for the weekday AM, PM and Saturday peak hours at each intersection.

#### ***Full Build Conditions Traffic Operational Analysis***

Engineer will analyze the three study area intersections, as outlined above, for the weekday AM, PM and Saturday peak hours for the following scenarios:

- Full Build Conditions (with the park in full operation and the municipal building in operation) – with no modifications or improvements
- Full Build Conditions – with modifications/improvements

Engineer will also utilize the safety analysis and existing conditions operational analysis to develop improvement options, such as where to place the rectangular rapid flashing beacon.

Engineer will conduct an all-way stop warrant analysis at the Windsor Road intersection with Windsor Ridge Lane/Sunset Meadow Drive. Engineer will utilize the MUTCD and the future traffic volume data to determine if an all-way stop is expected to be warranted.

Engineer will make recommendations on intersection geometrics, traffic control, RRFB's, all-way stop, channelization, turn prohibitions, lane designations, and other improvements required to provide and provide LOS 'D' or better for all traffic movements at the study area intersections for the weekday AM, PM and Saturday peak hours.

### **Task 4 – Report**

Engineer will prepare a draft report summarizing the procedures, findings, recommendations and results of the study. The draft report will include text, tables, exhibits and a technical appendix of the traffic counts, analysis and field data. Upon review and comments from the Village, Engineer will finalize the report for an electronic pdf file submittal to the Village.

### **Task 5 – Meetings**

Engineer will attend one virtual meeting/presentation as part of this scope of services. Any additional meetings will be considered additional work and will be invoiced based on time and materials.

## **ADDITIONAL WORK**

Meetings will be considered additional work and will be invoiced separately based on time and materials.

## **SCHEDULE**

Engineer will complete the Task 1, Data Collection, in May or early June depending on weather and baseball schedules. Engineer will submit a draft report within three weeks after the completion of the data collection. If the Client requests an accelerated schedule, every effort will be made to meet the Client's needs.

## **COMPENSATION**

Compensation for the services described above, Client shall pay Engineer a lump sum fee of Twenty-Six Thousand Two Hundred Sixty-Eight Dollars (\$26,268.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

## SUMMARY SHEET

<b>Meeting Date:</b>	April 16, 2024
<b>Presenter &amp; Contact Information:</b>	Jamie Rybarczyk Community Development Director   Deputy Administrator jamie@windsorwi.gov 608-888-0066
<b>Title:</b>	#9.h. Municipal Campus Traffic and Pedestrian Study (“the Study”)
<b>Previous Action:</b>	N/A
<b>Issue Summary:</b>	<p>With the completion of Fireman’s Park and the start of the new Municipal Building, Village Staff and Elected Officials have discussed the need for a Traffic and Pedestrian Study along Windsor Road from Windsor Street to Windsor Ridge Lane / Sunset Meadow Drive. Village Staff has contacted Traffic Analysis and Design, Inc (TADI) to obtain a proposal for the scope of services. TADI has conducted two other Traffic Impact Analysis for the Village, Lake Road and Gray Road, and Windsor Road and Pederson Crossing Boulevard.</p> <p>The Study will evaluate the traffic counts and patterns for:</p> <ul style="list-style-type: none"><li>• Windsor Road with Windsor Street / Park Entrance (north)</li><li>• Windsor Road with Windsor Ridge Lane / Sunset Meadow Drive</li><li>• Windsor Ridge Lane with Park Entrance (east)</li></ul> <p>The Study will conduct traffic counts on weekday peak hours (7-9am and 2-6pm) and weekend hours (11am-4pm) during a baseball event.</p> <p>The Study will also evaluate pedestrian counts and patterns to/from:</p> <ul style="list-style-type: none"><li>• Fireman’s Park</li><li>• Municipal Building</li><li>• Gingerbread Daycare Center</li><li>• Windsor Breads, Bakery &amp; Coffeehouse</li></ul> <p>The Study will provide a report summarizing the procedures, finds, recommendations and results. TADI will complete the Study during the months of May-July. Compensation for the scope of services is a lump sum fee of \$26,268.00.</p>
<b>Budget Impact:</b>	The Study will be paid by the Village’s Traffic Management (West) Impact Fee Funds, Account #009-00-57331-800-000.

**Staff Recommendation:** Staff recommends the Village Board approve the Municipal Campus Traffic and Pedestrian Study by TADI as presented.

**Sample Affirmative Motion:** (Village Trustee) makes a motion to approve the Municipal Campus Traffic and Pedestrian Study by TADI as presented.

**Attachments:** Traffic Analysis and Design, Inc (TADI) Proposal