Kris Glenn Mayberry, Sawyer County Clerk
Sawyer County Courthouse
10610 Main Street, Suite 10; Hayward, Wisconsin 54843
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June 4, 2015

Agenda
Economic Development and UW-Extension Committee meeting
June 8, 2015; 8:30 a.m.
Assembly Room, Sawyer County Courthouse

01. Meeting agenda
02. Minutes of the meeting of May 11, 2015
03. Audience recognition
04. Recreation trails report, including Winter Depot project (including agreement with State of Wisconsin for transportation alternatives project)
05. Sawyer County Agricultural Fair Association report, including memorandum of understanding regarding Fair program
06. Hazardous waste collection paint exchange and drug collection options
07. University of Wisconsin-Extension Department report, including replacement of Administrative Assistant following resignation
08. Northwest Regional Planning Commission report
09. Hayward Area Visitor and Convention Bureau report
10. Monthly expense vouchers
11. Other matters for discussion only

KM

Kris Mayberry
Sawyer County Clerk

minutes of the meeting of the Economic Development and UW-Extension Committee
Sawyer County Board of Supervisors
May 11, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Tom Duffy, Bill Voight, Tweed Shuman, Warren Johnson, Dean Pearson, Hal Helwig

others present: Sawyer County Record Reporter Frank Zufall; Lori Laberee, Ariga Grigoryan, and Lisa Wydra (UW-Extension); County Board Chair Hal Helwig, County Clerk Kris Mayberry

Motion by Voight, 2nd by Shuman, to approve the meeting agenda. Motion carried.

Motion by Johnson, 2nd by Shuman, to approve the April 13, 2015 minutes. Motion Carried.

✓ June agenda

Sawyer County Agricultural Fair Association President Ron Kubarek provided a report on preparations for the 2015 Sawyer County Fair. Discussion of the memorandum of understanding regarding the Fair program was deferred until the June meeting of the Committee.

✓ CoBd

University of Wisconsin-Extension 4-H Youth Development Agent Lori Laberee presented the results of a civil rights effort assessment that was done for the Sawyer County UW-Extension Department which resulted in a very high rating of the department's efforts. Ms. Laberee also provided a report on the activities of the 4-H program in Sawyer County and presented a proposed annual letter of agreement for Sawyer County's support of the Wisconsin Nutrition Education Program (WNEP). The agreement provides that much of the cost to provide WNEP educational programming is paid with the $160,000 in federal funds that WNEP is bringing into Sawyer County during the current year. WNEP federal dollars pay the salaries, fringe benefits and direct teaching expenses for WNEP colleagues in the County office. WNEP relies upon county partners to provide office space and related overhead costs, as well as basic operating costs and resources such as internet service, IT support, and basic software, office telephones, shared supplies, and equipment in the Extension Office. Motion by Shuman, 2nd by Pearson, to recommend County Board approval of the letter of agreement. Motion carried.

The Committee discussed that Northwest Regional Planning Commission Deputy Director Sheldon Johnson indicated that he would attend every other month unless requested or agenda items required his presence.

The Committee reviewed information provided by the Hayward Area Visitor and Convention Bureau concerning the contributions of tourism to the local and state economy.

✓ June agenda

The Committee reviewed emails that provided an update on the Winter Depot restoration project. County Clerk Kris Mayberry advised that the Committee needs an update from the Friends of the Tuscobia and project partners concerning progress with the redesign and rebidding of the restoration project, the financial elements of the project, and the County's commitments in funding the project, including the proposed revisions to the project's state/municipal agreement. The Committee requested that these updates be provided at the June meeting of the Committee.

Chair Tom Duffy left the meeting at 9:05 a.m., Vice Chair Bill Voight presided over remainder of the meeting.

The Committee reviewed the year-to-date Sawyer County sales and use tax report which reflected an increase in revenues each month so far in 2015 over those revenues in 2014.

Tweed Shuman reported on the positive benefits of having the Governor's fishing season opener in Hayward.

Motion by Shuman, 2nd by Pearson, to review the monthly department expense vouchers. Motion carried.

Motion by Johnson, 2nd by Shuman, to adjourn the meeting. Motion carried.

minutes prepared by Sawyer County Clerk Kris Mayberry

Kris Mayberry

From: Zimmer, William - DOT <William.Zimmer@dot.wi.gov>
Sent: Wednesday, June 03, 2015 11:13 AM
To: Kris Mayberry
Subject: FW: ID 8461-00-00 Village of Winter, Railroad Avenue, (CNW RR Depot Welcome Center), Non Highway, Sawyer County
Attachments: Sawyer Co 8461-00-00&70 Village of Winter Depot Rev#1.docx

Kris;

Attached is the most recent revision of State/Municipal Agreement as we discussed by phone a few minutes ago. A little history is discussed below. Let me know if you need more information.

Thanks,

Bill Zimmer, P.E.
WisDOT - NWR Local Program Manager
W7102 Green Valley Road
Spooner WI 54801
715-635-5014

From: Zimmer, William - DOT
Sent: Thursday, May 21, 2015 2:52 PM
To: Ron Petit (ronpetit@yahoo.com); MAYBERRY, KRIS
Cc: Vanlanduyt, Melissa A - DNR (Missy); 'Samantha Herheim'; Vork, Rebecca - DOT; Zimmer, William - DOT
Subject: RE: ID 8461-00-00 Village of Winter, Railroad Avenue, (CNW RR Depot Welcome Center), Non Highway, Sawyer County

Kris/Ron;

Sam from our Management Consultant is estimating that design costs will total $120,000 when complete. Sam's estimate includes additional costs for Structural Integrity to revise the plan and State costs to administer the work. My previous estimate of design costs to date ($105,700) did not include costs to re-let the project.

The latest correspondence I have from Ron requests that we move funding from construction to design to cover current design costs of $105,679.29. I have a revised State Municipal Agreement prepared to do that but before I send it to you; do you want to move additional funding to design to cover design and state costs necessary to re-let the project?

Regarding construction: Sam recently sent a request to reschedule the let date for the construction contract from May 2015 to March of 2016. All funding for our enhancement projects in state fiscal years 2016 & 2017 is currently obligated to other project so the earliest we can schedule your project is

July of 2017. We do have a waiting list for earlier funding should additional funding become available or another project is delayed.

Please let me know how you want to proceed. Feel free to call if you would like to discuss these issues in greater detail.

Thank you,

Bill Zimmer, P.E.
WisDOT - NWR Local Program Manager
W7102 Green Valley Road
Spooner WI 54801
715-635-5014

From: Samantha Herheim [mailto:SamanthaHerheim@kjohnsonengineers.com]
Sent: Friday, April 24, 2015 3:46 PM
To: Ron Petit (ronpetit@yahoo.com); MAYBERRY, KRIS
Cc: Zimmer, William - DOT; Vanlanduyt, Melissa A - DNR (Missy)
Subject: ID 8461-00-00 Village of Winter, Railroad Avenue, (CNW RR Depot Welcome Center), Non Highway, Sawyer County

Hi Ron and Kris,

Bill Zimmer is finalizing the revised State/Municipal Agreement to shift funding from construction to design. It is my understanding that you would like the design fully funded. I have reviewed the current project charges to date and recommend making the changes reflected in the attached file. **Please review and respond to this email with your concurrence.**

Also, the project description currently is "Restoration of the existing 1905 Winter Railroad depot to house a historical display of early railroading, logging and settlers in the community. The office of the Winter Area Chamber of Commerce Welcome Center would also be housed in the depot." **Please confirm if this is all still true.**

Let us know if you have any questions.

Thanks,
Sam

Samantha D. Herheim, P.E.
Kjohnson Engineers, Inc.
701 Deming Way, Suite 110
Madison, WI 53717
P (608) 829-3858
T (800) 908-5546
F (608) 829-3996

Revision #1 **STATE/MUNICIPAL AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT** *This agreement supersedes the agreement signed by the Project Sponsor on March 23, 2009 and signed by WisDOT on April 22, 2009.* Subprogram #: 290 Program Name: TAP	Revised Date: March 20, 2015 Date: March 23, 2009 I.D.: 8461-00-00&70 Project Title: Village of Winter, Railroad Avenue Location/Limits: CNW RR Depot Project Length: N/A Project Sponsor: Sawyer County County: Sawyer MPO Area: N/A

The signatory, Sawyer County, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: Restoration of the existing 1905 Winter Railroad depot to house a historical display of early railroading, logging and settlers in the community. The office of the Winter Area Chamber of Commerce Welcome Center would also be housed in the depot.

Need for or Benefits of Project – summarize reasons for request: This project would preserve the last depot along this line for future generations to enjoy and to educate visitors on the history of the area. The depot has been placed on the local historical registry via local ordinance in the Village of Winter.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: None.

The Project Sponsor agrees to the following State Fiscal Year 2009-2011 TAP project funding conditions:
All project sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of $303,513.60 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the $303,513.60 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This project is subject to a DBE goal assessment of 5% of the Construction project costs. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

1) For construction projects, a project is commenced when construction is begun.
2) For planning projects, a planning project is commenced when the planning study is begun.
3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: September 2008

Commencement deadline: July 1, 2014

Completion deadline: July 1, 2021

The project commencement deadline is fixed by statute, and may not be extended.

The subject project must be completed by July 1, 2021, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 8461-00-00					
Design	$100,700.00	$80,560.00	80%*	$20,140.00	BAL*
Design Review #	$5,000.00	$4,000.00	80%*	$1,000.00	BAL*
ID 8461-00-70					
Participating Construction	$259,692.00	$207,753.60	80%*	$51,938.40	BAL*
Participating Construction Review #	$14,000.00	$11,200.00	80%*	$2,800.00	BAL*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	$379,392.00	$303,513.60	MAX	$75,878.40	N/A

*This project has a TAP federal funding maximum of $303,513.60. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3– 10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **Sawyer County** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. All DBE requirements that the State specifies.

    d. Federal and state statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

    a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.

    b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. Storm sewer mains necessary for the surface water drainage.

    c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.

f. New installations or alteration of street lighting and traffic signals or devices.

g. Landscaping.

h. Preliminary Engineering.

i. Management Consultant and State Review Services.

j. Other TAP items: Work necessary to restore the structure of the depot and bring it into compliance with federal, state and local code.

6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.

a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

d. Conditioning, if required and maintenance of detour routes.

e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

h. Real estate for the improvement.

9. The work eligible for federal and state participation will be administered by the Project Sponsor. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

12. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

13. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

14. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

15. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

16. This project is subject to a DBE goal assessment of **5%** of the Construction project costs.

17. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.

18. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

19. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

20. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.

21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

22. Federal Single Audits of the Project Sponsor:

    a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).

    b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).

    c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

25. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

    e. Provide relocation orders and real estate plats and easements, as required by the project.

f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

g. Provide maintenance and energy for lighting.

h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by July 1, 2021, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and

e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

32. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party

beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. The Project Sponsor agrees to the following State Fiscal Year 2009-2011 TAP project funding conditions:

a. ID 8461-00-00: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

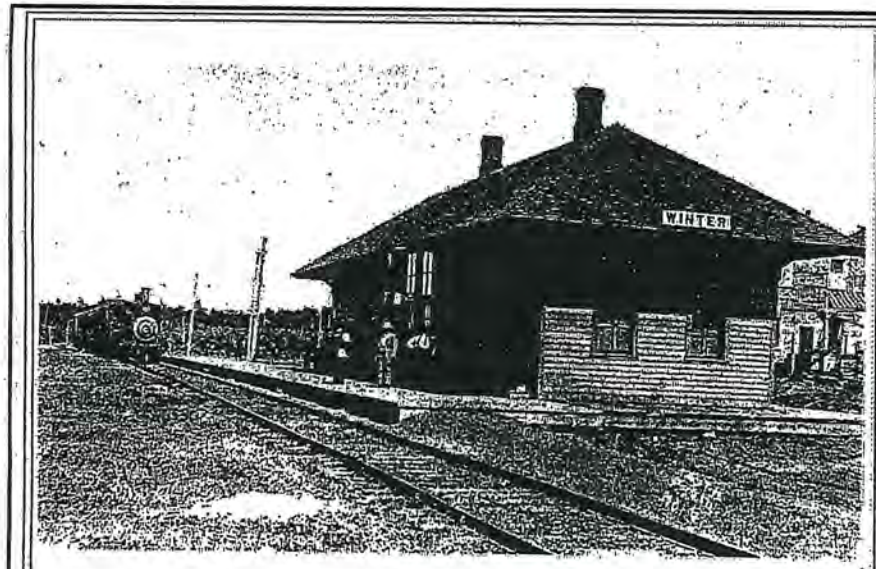
b. Real estate and any related review costs are funded 100% by the Project Sponsor. Real estate acquisition is 100% the responsibility of the Project Sponsor.

c. ID 8461-00-70, Construction:

i. Costs for railroad depot restoration and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.

d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of $303,513.60 is cumulative for all federal funded project phases. The Sponsor is responsible for all project costs exceeding the federal maximum.

[End of Document]



CHICAGO, ST. PAUL MINNEAPOLIS & OMAHA RAILROAD DEPOT REHABILITATION

WINTER, WI

FRIENDS OF THE TUSCOBIA TRAIL,
SAWYER COUNTY,
WISCONSIN DNR,
& THE VILLAGE OF WINTER

WISCONSIN DOT PROJECT NAME & NUMBER:
VILLAGE OF WINTER, RAILROAD AVENUE
(CNW RAILROAD DEPOT WELCOME CENTER)
WISDOT # 8461-00-70
SAWYER COUNTY, WI

FEDERALLY FUNDED

PS & E SUBMITTAL

5% DBE

SPONSOR SIGNATURE OF ACCEPTANCE (SAWYER CO.):

PROJECT MANAGER & STRUCTURAL ENGINEERING

STRUCTURAL INTEGRITY INC.

KURT STRAUS, PE
7702 TERRACE AVE.
SUITE ONE
MIDDLETON, WI 53562

608-833-5330

ARCHITECT

CHARLIE QUAGLIANA, AIA, NCARB

1734 SAWTOOTH LANE
MADISON, WI 53719

608-444-0559

SITE/CIVIL

ADVANCED ENGINEERING CONCEPTS

SEAN BOHAN, P.E.
635 FAIRFAX STREET
ALTOONA, WI 54720

715-552-0350

MEP ENGINEERING

QUALITY ENGINEERING, MADISON, LLC

BOB BUCCI, P.E.
2870 SAREENGE COURT
MADISON, WI 53711

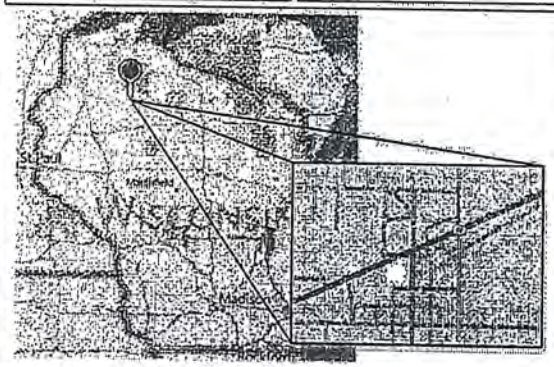
608-239-7718
608-273-2441 Fax

INTERIOR DESIGN

SILVER LEAF INTERIORS INC.

201 NORTH SHERMAN AVE.
MADISON, WI 53704.

608-242-0707



GENERAL NOTES

1. THESE DRAWINGS HAVE BEEN DEVELOPED FROM LIMITED AVAILABLE ORIGINAL DRAWINGS, MATERIAL DIMENSIONS, WALL THICKNESS, ROOF OPENINGS, PATTERN AND THE LIKE ARE APPROXIMATE OF NECESSITY AND MUST BE FIELD VERIFIED BY THE CONTRACTOR, WHERE DIMENSIONS ARE FOUND TO BE DIFFERENT FROM NOTED, NOTIFY THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

2. REFER TO ARCHITECTURAL DRAWINGS FOR ALL STRUCTURAL, MECHANICAL AND ELECTRICAL AND ALL DIMENSIONS FOR FULL EXTENT OF THE WORK.

3. ALL CONTRACTORS SHALL COMPLY WITH LOCAL, STATE AND FEDERAL RULES AND REGULATIONS RELATED TO THE SAFEGUARD, REMOVAL AND DISPOSAL OF HAZARDOUS MATERIALS AND LEAD BASED PAINT.

4. CONTRACTORS ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INSPECTIONS AND FEES.

5. THE CONTRACTORS SHALL SUPPLY, ERECT, AND MAINTAIN ALL TEMPORARY SHORING AS REQUIRED TO COMPLETE THE WORK.

6. PROTECT EXISTING ADJACENT COMPONENTS AND SURFACES TO REMAIN. PROTECT ALL EXISTING WORK TO REMAIN FROM DAMAGE DURING SELECTIVE REMOVAL, PROTECTION SHALL BE IN PLACE BEFORE AND WHILE CONTINUED.

7. CONTRACTORS SHALL BE RESPONSIBLE TO CONSTRUCT AND MAINTAIN ADEQUATE TEMPORARY PROTECTION, LANDING SPACE, AND THE SAFEGUARD FROM DEBRIS AND DECORE.

8. CONTRACTORS SHALL COMPLY WITH CURRENT ACCEPTED STANDARDS AND ALL CODES AND REGULATIONS.

9. AT ALL LOCATIONS WHERE A NEW OR GRADE TO BE REMOVED, PATCHED & WILL TO REMAIN A FLOW CURVE SURFACE SHALL BE PROVIDED AT THE WALL TO ADJACENT LOCATIONS WHERE POSSIBLE, REMOVE IN A MANNER, OR WALL TRAILS BE PATCHED AND FILLED WITH NEW MATERIAL TO PROVIDE A FLAT SURFACE.

10. ANY CUT AND MATERIALS TO BE REMOVED FROM MAINTENANCE TO REMAIN, PROTECTION OF DAMAGE DURING REMOVAL AND DIRECTIONS SURFACE CONTINUED TO REMAIN.

11. REMOVE TO DISPOSE ALL MISCELLANEOUS AND UNUSED METAL ANGLES, HANGERS, BRACKETS, BLOCKING, SUPPORTS AND THEIR ANCHORS, ANCHORING DEVICES AND OTHER FASTENERS.

12. LOAD PATH

FLOOR AND CEILING COMPONENTS AND MAY BE PRODUCED BY NAILING. THE CONTRACTOR SHALL ENSURE PROPER SPACING AND ENVIRONMENTAL STANDARD ARE FOLLOWED AND ARE IN COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.

BUILDING CODE INFORMATION

INTERNATIONAL BUILDING CODE 2009
OCCUPANCY = BUSINESS GROUP B
CONSTRUCTION = VB
FIRE RESISTANCE RATINGS OF BUILDING ELEMENTS = NRB
ALLOWABLE AREA = 23,000 SF
ACTUAL FLOOR AREA = 1,600 SF
FIRE DEPARTMENT AREA = NR (NFPA 5)
MAX OCCUPANCY = 30 PEOPLE (NOTED)

DRAWING INDEX

T0.1 - TITLE SHEET
C1.1 - EXISTING SITE SURVEY
C1.2 - SITE, LANDSCAPE & PAVING PLAN
C1.3 - GRADING, UTILITY, & EROSION CONTROL PLAN
C2.1 - DETAILS
A1.1 - FLOOR PLAN
A1.2 - BID ALTERNATE PLANS 01 & 02
A2.1 - ELEVATIONS
A2.2 - ELEVATIONS
A3.1 - CEILING/FINISHES PLAN
A4.1 - DETAILS/SECTIONS
A4.2 - DETAILS/SECTIONS
A4.3 - SCHEDULES/ DETAILS
S1.1 - FRAMING PLAN
S1.2 - BID ALTERNATE 01 & 02
S1.3 - ROOF FRAMING/ SECT.
S2.1 - STRUCTURAL DETAILS
S2.2 - STRUCTURAL DETAILS
M1.1 - MECHANICAL PLAN
E1.1 - POWER SYSTEMS
E1.2 - LIGHTING PLAN (BID ALT. 03)

STRUCTURAL integrity
7702 Terrace Ave. Suite 1
Middleton, WI 53562
phone 608.833.5330

Project: Village of Winter, Railroad Avenue (CNW Railroad Depot Welcome Center)
Non-Highway
Sawyer County, WI

Proj. ID.: 8461-00-70
Proj. No.: 2011078

Sheet Title: TITLE PAGE

Scale:
Drawn By: JPT
Date: 4/16/2014
Rev. Date:
Rev. Date:
Rev. Date:
Rev. Date:
Rev. Date:

Sheet No: T0.1

FRIENDS OF THE ITASCA
2007/11/07

Memorandum of Understanding between Sawyer County Fair Association and Sawyer County Cooperative Extension/Sawyer County 4H Program

PURPOSE

This Memorandum of Understanding establishes the guidelines for collaboration between Sawyer County Fair Association and Sawyer County Cooperative Extension Office and Sawyer County 4-H Program.The purpose of this MOU is to define the roles, relationships and obligations of both parties for the purpose of roles and responsibilities for Sawyer County Fair Exhibits and Exhibitor entries.

This agreement will be considered a long term agreement with review annually or deemed prudent by either party.

1. Sawyer County UW Extension will provide SCAFA with the MARTECH Fair Program and any fees to be paid for 2015 will be paid by SCAFA. From this time forward SCAFA will be the recipient and owner of the MARTECH Fair Program. SCAFA will contact MARTECH and transfer program to SCAFA and any fees associated from this time forward.
2. Sawyer County UW Extension/ 4-H Program will provide SCAFA with a list of all enrolled youth in the Sawyer County 4-H Program for 2014-15 by March 1, 2015 and again on July 1, 2015.
    a. The list will consist of all youth names, addresses, all project areas, and club name.
    b. List of all Clubs and Leaders.
    c. A list of all Chartered Sawyer County 4-H Clubs and Special Groups, with would include Horse Project and MASC.
3. SCAFA will provide the UW Extension/ 4-H Office with envelopes for collecting fair entry forms and associated fees.
    a. These envelopes will be picked up a minimum of 2 times per week by designated SCAFA personnel.
4. Sawyer County UW Extension/ 4-H Program will provide SCAFA with all Educational Fair materials.
    a. The materials will consist of the school packet and any other documentation related to the educational fair.
    b. A list of all schools and contacts for those respective schools.
5. If any questions of discrepancies arise in the Junior Department in regards to eligibility for the Junior Class SCAFA will determine if the entry should be entered in Open Class based on Fair Board Policy.
    a. The Junior Class will be based off of the youth participants on the July 1st list mentioned above.

AUTHORIZIED SIGNATURES

Signed,

Lori Laberee - Sawyer County UW Extension Department Chair/ 4-H and Youth Development Educator

_____ _____ DATE: _____

NAME PRINT NAME

_____

TITLE

Ron Kubarek – Sawyer County Agricultural Fair Association - President

Ron Kubarek Ron Kubarek DATE: 3/12/15

NAME President PRINT NAME

TITLE

UW Extension
COOPERATIVE EXTENSION

Your Trusted Partner

EDUCATIONAL ROLES OF COUNTY EXTENSION EDUCATORS AT COUNTY FAIRS

Cooperative Extension Guidelines May 2012

Introduction

The University of Wisconsin System has a three-fold mission in resident instruction, research and extension. In 1973, and again in 1982, the UW Board of Regents affirmed the historic commitment of all its institutions to public service and the public good. Concurrent with this reaffirmation was the assignment of the University of Wisconsin-Extension to lead, coordinate, plan and administer the extension function of the UW System.

Faculty and staff from throughout the UW System are often called upon to offer their academic expertise in specialized fields and to assist state and local agencies and groups to plan and execute events. Examples of these types of activity include providing expert testimony to the state legislature and policy formulation or statistical analysis for state and local government units. These and similar activities extend the education role of university educators to serve the public good.

The role of all extension educators working in county and regional settings is education. Extension educators are often the first point of contact with the University of Wisconsin System for people throughout the state. Extension educators teach, learn, lead and serve connecting people with the University of Wisconsin, and engaging with them in transforming lives and communities. The educational purpose is accomplished in many ways – through seminars, workshops, information meetings, tours, demonstrations, exhibits, field studies, teleconferencing, Facebook, twitter, web sites, publications, and the mass media, both public and commercial. Extension educators work with personnel from other agencies, organizations, institutions and elected bodies to develop educational programs and provide professional expertise based on the research and knowledge foundation base of the University. Extension educators are also charged with upholding the integrity, policies and guidelines of UW-Extension and Wisconsin 4-H Youth Development Program.

The Role of Extension Educators in County Fairs

Over the years UW-Extension has demonstrated its strong support for county fairs. This is appropriate because county fairs can offer numerous educational opportunities for participants and the general public. Participating in the fair also provides extension educators an opportunity for relationship building and interaction with the public. Fairs have also added a special dimension and focus to a variety of educational programs involving individuals of all ages as well as local organizations.

In some counties, extension educators were asked to coordinate and/or direct part of or all of the county fair operation. However, this is outside of the educational role of educators of the University of Wisconsin System.

Regional Directors, in cooperation with County oversight Committees, will review the roles and responsibilities of educators. Increasing and strengthening the involvement of local residents in planning and conducting county fairs will help the fairs achieve their goals as major educational, cultural, economic and social events in the lives of people.

There is a need for extension educators across program areas, to work closely with county fairs, whether the county fair is an official county event, or sponsored by a private organization. However, it is the responsibility of UW-Extension administration and individual educators to monitor the job descriptions and day-to-day responsibilities of educators to ensure that services provided to county fairs are directly related to specific educational goals.

Adequate clerical staff ought to be employed by county fair organizations specifically to assist with fair responsibilities, so that support for ongoing extension programs can be maintained without disruption. We expect county extension educators to focus on educational roles at county fairs. Examples of these educational roles include:

1. Coordinating training for fair board members and superintendents, particularly in the areas of decision-making, leadership and organization.

2. Instructing volunteer leaders in how to conduct a demonstration, prepare an exhibit, improve displays or supervise others.

3. Teaching at workshops, demonstrations or exhibits at the county fair.

4. Providing advice and counsel to fair boards and managers, and advising various fair committees to ensure that the educational dimension of the fair are strengthened. Members of the county extension staff may serve as a non-voting representative to the fair governing board. Examples of advisory roles:

   - Advisement on the development of job descriptions for paid and volunteer leaders working directly with the fair board;
   - Advising the fair society and various fair committees on state premium list recommendations;
   - Advising on publicity, promotion and display arrangements;
   - Advising on selection and scheduling of judges and training and evaluation of judges.

5. Serving as a judge in other counties to further enhance learning experiences for fair participants. As a paid judge educators are expected to use vacation time.

Administration or organizational roles in connection with county fairs are **not appropriate** for county extension agents. Examples of such inappropriate roles include:

1. Serving as fair secretary or manager or superintendent.

2. Serving as a voting member of the fair board.

3. Booking or contracting for carnivals or other entertainment.

4. Scheduling or supervising the maintenance and upkeep of the fairgrounds or its buildings.

5. Handling fair receipts and/or disbursements, or selling tickets at the fair.

6. Employing paid personnel for the fair, including fair judges.

Kris Mayberry

From: Grigoryan, Ariga <ariga.grigoryan@ces.uwex.edu>
Sent: Wednesday, May 27, 2015 2:46 PM
To: Kris Mayberry
Cc: Beatty, Ashley
Subject: Quotes for medication collection

The pharmacist quote is $250 and we have law enforcement of $200, Sheldon has $100, so we will need to save $350 from our budget to be able to cover the cost.

Thanks and let me know if you have any questions.

Ariga Grigoryan
UW-Extension, Saywer County and Lac Courte Oreilles (LCO)
Community, Natural Resource and Economic Development Agent

10610 Main Street, Suite 194
Hayward, WI 54843
715-638-3295 Direct
715-634-6820 Fax
ariga.grigoryan@ces.uwex.edu
UW-Extension provides equal opportunities in employment and programming, including Title IX and ADA.