

Kris Glenn Mayberry, Sawyer County Clerk
Sawyer County Courthouse
10610 Main Street, Suite 10; Hayward, Wisconsin 54843
email address – county.clerk@sawycountygov.org
telephone numbers 715.634.4866 and toll free 877.699.4110



December 4, 2014

Agenda
Economic Development and UW-Extension Committee meeting
December 8, 2014, 8:30 a.m.
Assembly Room, Sawyer County Courthouse

01. Meeting agenda
02. Minutes of the meeting of November 3, 2014
03. Audience recognition
04. Sawyer County Agricultural Fair Association report
05. Visions Northwest – regional strategic planning
06. Winter Depot Project, including revised State Municipal Agreement
07. UW-Extension Department report, including Agent reports
08. Northwest Regional Planning Commission report
09. Hayward Area Visitor and Convention Bureau report
10. Recreation trails report, including Birkie Ridge Trailhead management
11. Monthly expense vouchers
12. Other matters for discussion only

KM

Kris Mayberry
Sawyer County Clerk

DRAFT

minutes of the meeting of the Economic Development and UW-Extension Committee
Sawyer County Board of Supervisors
November 3, 2014; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

Committee Members Present: Bill Voight, Tom Duffy, Tweed Shuman, Dean Pearson, Warren Johnson, Hal Helwig

Others present: Frank Zufall, John Gozdziwski, Sheldon Johnson, Chuck Aubart, Otto Wiegend, Lori Baltrusis, Lori Laberee, Ariga Grigoryan

Meeting Called to Order by Chair Duffy at 8:30 a.m.

Approval of Agenda: Moved by Shuman, second by W. Johnson to approve agenda. Motion carried.

Approval of Minutes: Moved by Voight, second by Shuman to approve October 6th minutes. Motion Carried.

Sawyer County Ag. Fair Association/Budget presentation: Aubart reported that planning is underway for 2015. \$8000 in premiums have been paid. Grounds are in great shape. Winter Wonderland sledding events, co-sponsored by local area businesses is scheduled. January state fair board convention will provide workshops and professional development for fair board members. Annual meeting will be held November 19 at 6 p.m. with election of officers followed with regular meeting at 6:30. Aubart acknowledged great partnership with Namekagon Transit and Sawyer County Sheriff Department. Negotiations are ongoing to secure a carnival for the event. W. Johnson requested financials be provided to the committee for review at the next monthly committee meeting.

UW-Extension Agent Reports: Otto Wiegend, Dairy/Livestock agent located in Spooner, shared programming efforts and highlighted focus areas including NW Grazers Network, LCOOCC Extension Farm, cow-calf seminar, "Farming for Profit" series, Beginning Dairy and Livestock education, bale education/analysis, Heart of the Farm Women's annual conference and Northern Safari including topics such as adapting farming to climate, farm leases/contracts and native pollinators. Included was a list of professional development and workshops he has facilitated.

Winter Depot Project: John Gozdziwski, DNR, updated the Committee on the transportation enhancement Grant including partnership with DNR, DPT, Friends of the Tuscobia Trail and the community. The state has a sunset clause for grant funds. The partners need to meet and decide how they will move forward on this initiative. Gozdziwski outline three options and will share with the partners once assembled. W. Johnson and Voight agreed to contact Winter area representatives to appear at the December Committee meeting to further determine future of the project.

Northwest Regional Planning Commission: Sheldon Johnson informed Committee economic development is picking up in the region. There are funds available in calendar year 2015 across a nine county region. Semiannual RPC Board meeting will be held in Sawyer County, place to be determined due to fire at Famous Dave's. Room tax information sheet was share with members, including document from the WI Legislative Fiscal Bureau with state overview of Local Government Revenue Options, p. 16 & 17 of report.

Hayward Area Visitor and Convention Bureau report: No one present.

Recreation Trails Report: D. Olson, Administrator of the Zoning and Conservation Department shared information and assessment of management of the Birkie Ridge Trailhead. Olson is partnering with Peterson, County Forester on the assessment of the property/location.

Approval of Vouchers: Moved by Johnson, seconded by Pearson to approve vouchers. Motion Carried.

Other matters for discussion only: Olson, stated he was contacted by (Famous) Dave Anderson to seek county permission to pursue temporary operation of his restaurant locally, while construction will commence to rebuild the landmark restaurant.

Adjourn: Moved by Shuman, seconded by W. Johnson to adjourn. Motion carried. Adjourned at 9:50 a.m.

Respectfully submitted, Lori Laberee, UWEX Department Head, Recorder



Visions Northwest

Wisconsin Business Innovation Corporation

November 20, 2014

Dear Harold Helwig (County Chair):

The Visions Northwest Regional Economic Development Group has entered its third year as a State recognized Regional Economic Development Organization. Visions Northwest received \$69,000 in FY 2014-15 funding from WEDC to complete the following 'regional strategic planning' related activities:

1. Complete an employer/employee workforce skills gap analysis (\$40,000)
2. Guide the development of the EDA five-year CEDS for NW Wisconsin (\$19,000)
3. Develop a marketing strategy for new industry sector development (\$10,000)

The NW Wisconsin Workforce Investment Board is responsible for completing the workforce skills gap analysis. The results from this will provide a basis for determining the 'best fit' of companies to target marketing for establishing two new industry clusters in northwest Wisconsin. NWWIB will complete the gap analysis by April 1, 2015.

Last year, the Visions Northwest Group accepted the responsibility to act as the federally mandated CEDS Strategy Committee. EDA funding received by NWRPC to maintain its status as a recognized Economic Development District (EDD) requires that a diverse group of regional stakeholders be involved in guiding the development of the CEDS. The Visions Northwest Group meets that definition. EDA further requires that local elected officials be involved in the CEDS development process. The NWRPC Executive Committee fulfills that requirement.

Between now and January 14, 2015, The Visions Northwest Group has asked each County Chair appointed representative to the group to complete a 'homework' assignment with their respective County Chair Person.

Ken Maki will be contacting you shortly to ask you to identify 2 to 3 economic development related initiatives of "regional scope." As the County Chair Person you are free to employ any method you desire to identify the projects of regional scope you would like brought forward to the Visions Northwest Group. You might include it as an agenda item for the County Board or form a small committee to complete a SWOT analysis. If you have an economic development committee you might ask them to provide the projects. Or, you could meet individually with your Visions Northwest representative and decide what to provide.

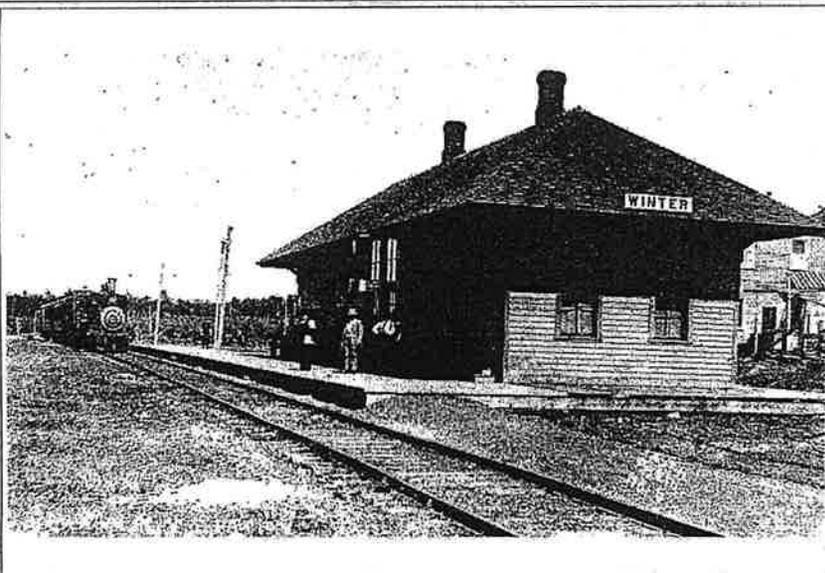
The Visions Northwest Group will review all of the initiatives received at its January 14, 2015 meeting and consolidate the most common responses into a short list. That list will be presented to the NWRPC Executive Committee at its January or February 2015 meeting to select and prioritize for the CEDS.

This is a new vastly different method of completing the CEDS. NWRPC will no longer be sending the old familiar forms to every local unit of government to compile a 'shopping list' of hundreds of individual projects; nor, will a SWOT analysis be done in each county to come up with ten different sets of results.

The result of this year's CEDS process will be a brief, visually attractive 3-6 page document that can be used to market Northwest Wisconsin in a manner that demonstrates "how we want to be viewed by the rest of the world." It will identify a prioritized list of 3-5 regional projects, and provide milestones and benchmarks to measure performance. Rather than regurgitate statistical data already reported by other agencies within the CEDS document itself, that data will now be provided in separate appendices and links.

Thank you for your participation in this process, and feel free to contact Wayne Lindemans at 715-635-2197 if you have additional questions or concerns. We are confident that you will find the 'new' CEDS document to be a useful tool in your economic development arsenal.

Sincerely,
Kelly Klein
Visions Northwest Chairman



**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.):



7702 Terrace Ave, Suite 1
Madison, WI 53764
phone 608.433.9539

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

**PROJECT MANAGER &
STRUCTURAL ENGINEERING
STRUCTURAL INTEGRITY INC.**

KURT STRAUSS, PE
7702 TERRACE AVE.
SUITE ONE
MIDDLETON, WI 53762
608-833-6530

ARCHITECT

CHARLIE QUAGLIANA, AIA,
NCARB

1734 SAWTOOTH LANE
MADISON, WI 53719
608-444-9389

SITE/CIVIL

ADVANCED ENGINEERING
CONCEPTS

SEAN BOHAN, P.E.
635 FAIRFAX STREET
ALTOONA, WI 54720
715-552-0330

MEP ENGINEERING

QUALITY ENGINEERING, MADISON,
LLC

BOB BUCCI, P.E.
2870 MARLENGE COURT
MADISON, WI 53711
608-238-7718
608-273-2441 Fax

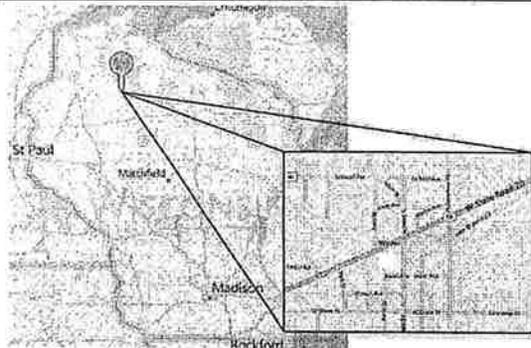
INTERIOR DESIGN

SILVER LEAF INTERIORS INC.

301 NORTH SHERMAN AVE.
MADISON, WI 53704
608-242-8707

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)



GENERAL NOTES

1. THESE DRAWINGS HAVE BEEN DEVELOPED FROM LIMITED AVAILABLE ORIGINAL DRAWINGS. EXISTING CONDITIONS HAVE BEEN VERIFIED THROUGH VISUAL INSPECTION AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

2. REFER TO ALL CONTRACT DOCUMENTS: GENERAL CONDITIONS, ARCHITECTURAL AND MECHANICAL AND ALL SPECIFICATIONS FOR FULL LIST OF REQUIREMENTS.

3. THE CONTRACTOR SHALL OBTAIN ALL LOCAL, STATE AND FEDERAL PERMITS AND REGULATIONS RELATED TO THE PROJECT, INCLUDING ANY SPECIAL MATERIALS AND LABOR REQUIREMENTS.

4. CONTRACTOR AND SUBCONTRACTORS SHALL MAINTAIN ALL NECESSARY PERMITS, INSURANCES AND LICENSES.

5. THE CONTRACTOR SHALL VERIFY, DESIGN AND INSTALL ALL NECESSARY UNDERDRAINAGE TO COMPLY WITH THE WORK.

6. PROJECT ENERGY CODES, REQUIREMENTS AND STANDARDS FOR ENERGY EFFICIENCY SHALL BE MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL ENERGY EFFICIENCY MEASUREMENTS AND REPORTS TO THE ARCHITECT.

7. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND MAINTAIN ALL NECESSARY PERMITS AND REGULATIONS THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL PERMITS AND REGULATIONS AND REPORTS TO THE ARCHITECT.

8. CONTRACTOR SHALL COMPLY WITH ALL NECESSARY STANDARDS AND ALL CODES AND REGULATIONS.

9. AT ALL LOCATIONS WHERE A WALL OR CEILING IS TO BE REMOVED, PROTECTIVE BRACING SHALL BE INSTALLED TO SUPPORT THE REMAINING STRUCTURE. ALL BRACING SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STRUCTURAL SPECIFICATIONS.

10. ALL MATERIALS TO BE REMOVED SHALL BE PROPERLY SEPARATED FROM THE REMAINING STRUCTURE AND STORED SEPARATELY FROM THE REMAINING STRUCTURE.

11. REMOVE TO EXPOSE ALL ANGLES AND ALL CORNERS AND ALL JOINTS. REMOVE ALL EXCESSIVE MATERIAL AND ALL EXCESSIVE MATERIAL SHALL BE PROPERLY SEPARATED FROM THE REMAINING STRUCTURE.

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Project ID: 8461-00-70

Proj. No.: 201070

TITLE PAGE

Sheet Title

Scale:

Drawn By: JPT

Date: 04/16/2014

Rev. Date:

Rev. Date:

Rev. Date:

Rev. Date:

Sheet No:

T0.1



Division of Transportation
System Development
Northwest Region – Superior Office
1701 N 4th St.
Superior, WI 54880-1068

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: 715-392-7925
Facsimile (FAX): 715-392-7863

Email: eauclore.dtd@dot.wi.gov

October 28, 2014

SAWYER COUNTY CLERK
SAWYER COUNTY COURTHOUSE
10610 MAIN STREET, SUITE 10
HAYWARD, WI 54843

SUBJECT: Project ID 8461-00-00&70
Village of Winter, Railroad Avenue
CNW RR Depot Welcome Center
Sawyer County

Enclosed are three copies of the revised State Municipal Agreement (SMA) for the subject project. Please review the agreement and if it looks in order, have the agreement approved by the County by signing all three copies in blue ink. Please return all three copies to Rebecca Vork in our Superior office. Please do not scan and e-mail copies of the signed SMA as we require original signatures for our files.

Also, please note that this agreement is not considered fully executed until signed by WisDOT. An original will be returned to you at that time.

Please contact me with any questions about this project at william.zimmer@dot.wi.gov, or at (715) 635-5014.

Sincerely,

Bill Zimmer

Bill Zimmer, P.E.
NW Region Local Program Manager

Enclosure



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: October 28, 2014

Date: March 23, 2009

I.D.: 8461-00-00&70

Project Title: Village of Winter, Railroad Avenue

Location/Limits (as applicable): CNW RR Depot

Project Length (if applicable): 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 (CFDA) 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	\$99,855.00	\$79,884.00	80%*	\$19,971.00	BAL*
Design Review #	\$4,317.00	\$3,453.60	80%*	\$863.40	BAL*
ID 8461-00-70					
Participating Construction	\$260,945.00	\$208,756.00	80%*	\$52,189.00	BAL*
Participating Construction Review #	\$14,275.00	\$11,420.00	80%*	\$2,855.00	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.

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