

Kris Glenn Mayberry, Sawyer County Clerk
Sawyer County Courthouse
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February 5, 2015

Agenda
Economic Development and UW-Extension Committee meeting
February 9, 2015; 8:30 a.m.
Assembly Room, Sawyer County Courthouse

01. Meeting agenda
02. Minutes of the meeting of January 5, 2015
03. Audience recognition
04. Sawyer County Agricultural Fair Association report
05. University of Wisconsin-Extension Department report, including:
 - Hayward Farmers' Market project
 - memorandum of commitment for 2015 Summer Horticultural Assistant
 - amendment to contract for UW-Extension services in Sawyer County for 2015
 - WCA Regional legislative meetings
06. Northwest Regional Planning Commission report
07. Hayward Area Visitor and Convention Bureau report
08. Winter Depot project, including project agreement with Wisconsin Department of Transportation
09. Recreation trails 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
January 5, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

Committee Members Present: Tom Duffy, Bill Voight, Tweed Shuman, Warren Johnson, Dean Pearson
Others: Frank Zufall, Linda Graham, K. Mayberry, L. Baltrusis, L. Laberee, A. Grigoryan, L. Wydra

Meeting Called to Order by Chair Duffy at 8:31 a.m.

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

Approval of Minutes: Moved by Johnson, second by Shuman to approve December 8 minutes. Motion Carried.

Farmers' Market report: Moved by Shuman, seconded by Johnson to approve Sawyer County Board as fiscal agent for grant application. Motion Carried

Sawyer County Agricultural Fair Association: No Report

Winter Depot Project: No Report

UW-Extension Agent Reports: Wisconsin Nutrition Education Coordinator Lisa Wydra shared written report on program efforts, impacts and contact data for nutrition education and healthy living programming for Sawyer County. There is a 19% poverty rate in Sawyer County.

UW-Extension 133 Contracts: Moved by Voight, seconded by Shuman to approve contracts and forward to county board. Motion carried.

Northwest Lakes Conference: Will be held June 26 in Hayward. Voight expressed interest in attending.

Lac Courte Oreille Business Manager: Grigoryan reported on behalf of Fleming who had a schedule conflict. Grigoryan and Fleming submitted and received a \$9,700 grant to develop curriculum for customer service training modules.

Northwest Regional Planning Commission: No Report.

Hayward Area Visitor and Convention Bureau report: No Report.

Recreation Trails Report: Committee members shared that all ski and snowmobile trails are open and being used throughout the county.

Winter Depot Project: Include on April agenda for update on progress.

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

Other matters for discussion only: Topics for discussion included Hayward Nursery, Para Olympics, bike trail from Hayward to Hwy K. No action taken.

Adjourn: Moved by Voight, seconded by Shuman to adjourn. Motion carried. Adjourned, 9:05 A.M.

Respectfully submitted, Lori Laberee, UWEX Department Head, Recorder

**Amendment No. 2 to Contract (Acct. #133-PRJ56MU)
Between Sawyer County and
Board of Regents of the University of Wisconsin System**

By this amendment, Sawyer County (County), pursuant to the authority vested in the County Committee on Agriculture and Extension Education by sections 59.22 (2)(d) and 59.56 (3) of the Wisconsin Statutes, and the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Extension, Cooperative Extension Division (Extension), agree to amend their existing contract as follows:

1. Fiscal Period - The term of this amendment is: July 1, 2014 to June 30, 2015.
2. In consideration of the programs that Extension provides to the County under the contract, for the fiscal period of this amendment, the County agrees to pay Extension \$95,817. (For twelve-month contracts, there will be two billings: \$46,149 upon full execution of the amendment, and \$49,668 in April, 2015.) The University of Wisconsin - Extension shall bill the County at (address): 10010 Main St. Suite 19A
Hayward, WI 54843
attention: Lori Lanaree

The County shall pay the amount billed within 30 days of the billing. This payment is allocated as follows:

Salaries of professional staff members:	\$65,403
Fringe benefits (rate is 46.5% of salaries):	30,413
Subtotal	\$95,816
 Reconciling amount from previous agreement:	 1
Total amendment amount to be billed	\$95,817

All other sections of the existing agreement remain in force.

By: _____ County Representative	Date: _____
By: _____ Regional Director	Date: _____
By: _____ Richard Klemme, Dean/Director Cooperative Extension	Date: _____

**Board of Regents of
The University of Wisconsin System**

By: _____ Contract Officer University of Wisconsin - Extension	Date: _____
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Sawyer County FY2015 Budget
 July 1, 2014 through June 30, 2015
 133-PRJ56MU

<u>Personnel</u>	<u>State Budget</u>	<u>State FTE</u>	<u>County Budget</u>	<u>County FTE</u>
Grigoryan, Ariga	\$27,270	0.60	\$18,180	0.40
Laberee, Lorraine	35,955	0.60	21,303	0.40
Pillion-Baltrusis, Lori	17,925	0.36	11,367	0.24
Schoessow, Kevin	12,199	0.20	7,367	0.13
Weigand, Richard	11,542	0.20	7,186	0.13
Total Salaries	104,891	1.96	65,403	1.30
Fringes (46.5%)	48,774		30,413	
Total Budget	<u>\$153,665</u>	<u>1.96</u>	<u>\$95,816</u>	<u>1.30</u>

- (1) All salaries reflect a 1% pay increase as of July 1, 2014.
- (2) All salaries except for A. Grigoryan's reflect a comparable/equity compensation increase effective July 1, 2014.
- (3) The salary for L. Laberee reflects a \$1,500 increase in Department Head stipend effective January 1, 2015.

1st Invoice

	<u>Salary</u>	<u>Fringes</u>	<u>Total</u>
Grigoryan, Ariga	\$9,090	\$4,227	\$13,317
Laberee, Lorraine	10,002	4,651	14,653
Pillion-Baltrusis, Lori	5,509	2,562	8,071
Schoessow, Kevin	3,458	1,608	5,066
Weigand, Richard	3,441	1,600	5,041
reconciling amount			1
			<u>\$46,149</u>

2nd Invoice

	<u>Salary</u>	<u>Fringes</u>	<u>Total</u>
Grigoryan, Ariga	\$9,090	\$4,227	\$13,317
Laberee, Lorraine	11,301	5,255	16,556
Pillion-Baltrusis, Lori	5,858	2,724	8,582
Schoessow, Kevin	3,909	1,818	5,727
Weigand, Richard	3,745	1,741	5,486
			<u>\$49,668</u>
	65,403	30,413	95,816

Sawyer County FY2014 Reconciliation

July 1, 2013 through June 30, 2014

133-PRJ56MU

<u>Personnel</u>	<u>Budget</u>	<u>Actual</u>	<u>Change</u>
Grigoryan, Ariga	\$18,000	\$18,000	\$0
Laberee, Lorraine	19,804	19,805	(1)
Pillion-Baltrusis, Lori	10,908	10,908	0
Schoessow, Kevin	6,846	6,848	(2)
Weigand, Richard	6,812	6,810	2
Fringes	<u>29,564</u>	<u>29,564</u>	<u>0</u>
Totals	<u>\$91,934</u>	<u>\$91,935</u>	<u>(\$1)</u>



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MADISON, WI 53703
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www.wicounties.org

MEMORANDUM

TO: County Board Chairs, Executives, Administrators, Supervisors, Constitutional Officers and Department Heads

FROM: Mark D. O'Connell, Executive Director

DATE: January 13, 2015

SUBJECT: WCA Regional Legislative Meetings

Each odd-numbered year, the Wisconsin Counties Association holds legislative briefings across the state to educate members on legislative issues affecting counties. This year, our legislative briefings will include a discussion on WCA's 2015-2016 Legislative Agenda, a review of the 2015-2017 state biennial budget, as well as answer member questions regarding legislative initiatives.

These Regional Legislative Meetings are free and open to all members of the county family. There is no need to pre-register for these meetings. Please join us in March for this informative event.

Attached please find a listing of the dates, times and locations of the 2015 Regional Legislative Meetings.

If you have any questions about the meetings, please contact Sarah Diedrick-Kasdorf, Deputy Director of Government Affairs, at 608.663.7188.

The WCA Government Affairs Team looks forward to meeting with you on these important legislative matters.

MARK D. O'CONNELL, EXECUTIVE DIRECTOR

2015 Regional Legislative Meetings

WCA District	Date/Location	Counties in District
Southern	Monday, March 9, 2015 9:00 a.m. – Noon North Star Conference Center/Comfort Inn & Suites 5025 County Rd. V DeForest, WI 53532	Columbia, Crawford, Dane, Dodge, Grant, Green, Green Lake, Iowa, Jefferson, Lafayette, Richland, Rock, and Sauk
Northwest	Wednesday, March 11, 2015 1:00 p.m. – 4:00 p.m. Heartwood Conference Center N10884 Hoinville Road Trego, WI 54888	Ashland, Bayfield, Burnett, Douglas, Iron, Polk, Price, Rusk, <u>Sawyer</u> , Taylor, and Washburn
West Central	Thursday, March 12, 2015 9:00 a.m. – Noon Off Broadway Banquet & Conference Center 1501 North Broadway Menomonie, WI 54751	Barron, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, and St. Croix
Western	Friday, March 13, 2015 9:00 a.m. – 12:00 p.m. Radisson Hotel La Crosse 200 Harborview Plaza La Crosse, WI 54601	Adams, Buffalo, Jackson, Juneau, La Crosse, Marquette, Monroe, Trempealeau, and Vernon
Southeast	Monday, March 16, 2015 9:00 a.m. – Noon Washington County Fair Park & Conference Center 3000 Pleasant Valley Rd. West Bend, WI 53095	Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha
North Central	Wednesday, March 18, 2015 1:00 p.m. – 4:00 p.m. Quality Inn 668 West Kemp St. Rhineland, WI 54501	Florence, Forest, Langlade, Lincoln, Marathon, Marinette, Menominee, Oconto, Oneida, Portage, Shawano, Vilas, Waupaca, Waushara, and Wood
East Central	Thursday, March 19, 2015 9:00 a.m. – 12:00 p.m. Radisson Paper Valley Hotel 333 West College Avenue Appleton, WI 54911	Brown, Calumet, Door, Fond du Lac, Kewaunee, Manitowoc, Outagamie, Sheboygan, and Winnebago



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.

SUMMARY OF COSTS					
PHASE	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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