



CITY OF MARSHFIELD

MEETING NOTICE

AMENDED

AGENDA
BOARD OF PUBLIC WORKS
CITY OF MARSHFIELD, WISCONSIN
MONDAY, SEPTEMBER 14, 2015 at 5:30 PM
COUNCIL CHAMBERS, CITY HALL PLAZA

1. Call meeting to order – Chairman Buttke
2. Approval of minutes of August 17, 2015 Board of Public Works meetings
3. Citizen Comments
4. Construction Update – Presented by Mike Winch, Street Superintendent & Tom Turchi, City Engineer
5. Approval of 2016 Cemetery User Fees – by Mike Baltus, Cemetery Coordinator
6. Approval of intersection improvements at Maple Avenue and Veterans Parkway, by Tom Turchi, City Engineer
7. Approval of Resolution 2015-45 regarding Absence of Need for sidewalk on the south side of East 29th Street from Hume Avenue to 975 feet east – Presented by Dan Knoeck, Director of Public Works
8. Approval of sidewalk replacement project on Oak Avenue from Depot Street to Cleveland Street – Presented by Dan Knoeck, Director of Public Works
9. Approval of revised project agreement with the Wisconsin Department of Transportation for the Wildwood/McMillan Connector trail project – Presented by Dan Knoeck, Director of Public Works.
10. Approval of Resolution 2015-44 supporting Wood County in a grant application for a Clean Sweep event in Marshfield for 2016 – Presented by Mike Winch, Street Superintendent
11. Discuss use of ditches with sidewalks, vs. curb and gutter or other alternatives
12. Recommended items for future agendas
13. Adjournment

Posted this 13th day of September, 2015 at 8:45 AM by Steve Barg City Administrator

NOTE

It is possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Mary Anderson, Public Works Department at 630 South Central Avenue or by calling (715) 387-8424

BOARD OF PUBLIC WORKS BACKGROUND

09/14/15

1. Call meeting to order – Chairman Buttke
2. Approval of minutes of August 17, 2015 Board of Public Works meetings
3. Citizen Comments
4. Construction Update – Presented by Mike Winch, Street Superintendent & Tom Turchi, City Engineer.
5. Approval of 2016 Cemetery User Fees – by Mike Baltus, Cemetery Coordinator.
See attached memo. Recommend approval.
6. Approval of intersection improvements at Maple Avenue and Veterans Parkway, by Tom Turchi, City Engineer.
See attached memo. Recommend approval.
7. Approval of Resolution 2015-45 regarding Absence of Need for sidewalk on the south side of East 29th Street from Hume Avenue to 975 feet east – Presented by Dan Knoeck, Director of Public Works.
See attached memo and resolution. Recommend approval and refer to the Common Council for consideration.
8. Approval of sidewalk replacement project on Oak Avenue from Depot Street to Cleveland Street – Presented by Dan Knoeck, Director of Public Works.
See attached memo. Recommend including the sidewalk replacement project in the 2016 Budget as presented.
9. Approval of revised project agreement with the Wisconsin Department of Transportation for the Wildwood/McMillan Connector trail project – Presented by Dan Knoeck, Director of Public Works.
See attached memo and revised project agreement. Recommend approval and authorize execution.
10. Approval of Resolution 2015-44 supporting Wood County in a grant application for a Clean Sweep event in Marshfield for 2016 – Presented by Mike Winch, Street Superintendent.
See attached resolution. Recommend approval and refer to the Common Council for consideration.
11. Discuss use of ditches with sidewalks, vs. curb and gutter or other alternatives
This is a discussion item only.
12. Recommended items for future agendas
13. Adjournment

BOARD OF PUBLIC WORKS MINUTES
OF AUGUST 17, 2015

Meeting called to order by Chairman Buttke at 5:30 PM in the Council Chambers of City Hall Plaza.

PRESENT: Mike Feirer, Tom Buttke, Ed Wagner, Chris Jockheck & Gary Cummings

EXCUSED: None

ALSO PRESENT: Alderman Earll, Director of Public Works Knoeck; City Engineer Turchi; Assistant City Engineer Cassidy; Street Superintendent Winch; City Planner Miller; the media; and others.

PW15-96 Motion by Feirer, second by Jockheck to recommend approval of the minutes of the August 3, 2015 Board of Public Works meeting.

Motion Carried

Citizen Comments – None

City Engineer Turchi presented an Engineering Division construction update. Street Superintendent Winch presented a Street Division construction update.

City Planner Miller updated the Board of Public Works on improvements to the Weinbrenner Building. This was an information item only.

Heather Buchberger of the Muscular Dystrophy Association presented a request to use a city street intersection as a collection point for their Fill the Boot campaign. Firefighters would collect donations from vehicles stopped at a red light. The Board also heard from Ben Griesbach, representing the firefighters. The Board was very concerned about the safety implications of doing this in traffic and suggested other locations including the mall parking lot, Maple Fall Fest and the fair.

PW15-97 Motion by Wagner, second by Cummings to recommend denying the request from Marshfield Fire Department Local #1021 to use a City street intersection for a MDA 'Fill the Boot' campaign.

Motion Carried

Alderman Wagner asked that the item regarding consideration of downtown parking ordinance changes be delayed to a future meeting.

Alderman Feirer asked that the Board consider changes to the noxious weed ordinance to regulate Creeping Charlie on private property. Because it is a ground cover, mowing does not control it. Administrator Barg said he reviewed this with the City Attorney and the attorney's opinion was that he would not recommend that the City treat private properties by spraying. You could consider a citation however, enforcement would be a challenge. Creeping Charlie is not listed as a noxious weed in the City code so it is not currently a violation to have it on your property. This was a discussion item only.

PW15-98 Motion by Jockheck, second by Wagner to recommend rejecting the offer by Thomas J. Steinmetz, Jr. to donate Lot 51, Pecan Parkway Estates, (Parcel No. 33-06019) to the City of Marshfield.

Motion Carried

PW15-99 Motion by Feirer, second by Jockheck to recommend that the annual Board of Public Works Bus Tour be held on Wednesday, September 9, 2015, leaving City Hall at 5:30 PM.

Motion Carried

PW15-100 Motion by Wagner, second by Cummings to recommend that the first Board of Public Works meeting for September, 2015 be held on Monday, August 31, 2015 and the second meeting for September, 2015 be held on September 14, 2015.

Motion Carried

Recommended items for future agendas - None

Motion by Jockheck, second by Wagner that the meeting be adjourned at 6:27 PM.

Motion Carried



Daniel G. Knoeck, Secretary
BOARD OF PUBLIC WORKS

City of Marshfield
Department of Public Works
Street Division
407 West 2nd Street
Marshfield, Wisconsin 54449



Mike Winch
Street Superintendent
(715) 486-2081
FAX: (715) 387-8669
ike@ci.marshfield.wi.us

To: Tom Buttke, Chairman, Board of Public Works
Members, Board of Public Works
From: Mike Winch, Street Superintendent
R.E.: B.O.P.W.'s Street Division Construction Update for September 14th , 2015
Date: September 11th , 2015

Asphalt Mill-In-Place

12th St – Maple to Cedar – paving on September 11th-12th

28th St – Felker to Washington-complete

Felker Ave – 29thto 27th – complete

Apple Ave – 9th – 17th – complete

Ash Ave – Arnold to Doege- touch ups left and paving scheduled for the week of September 14th

Cedar Ave – Arnold to Blodgett- sewer work completed by Earth, road restoration to start the week of September 14th

Cherry Ave – Arnold to Edison – touch-ups left and paving scheduled for the week of September 14th

Maple Ave – 9th – 14th- sanitary manholes are replaced curb replacement left and rebuilding of road

Wildwood Ct. – Locust to Locust- paving on September 11th- 12th

Asphalt Overlays

Cedar Ave – Ives to Grant- scheduled to start the week of September 14th

29th St – Central to Peach- complete

Blodgett St – Central to Maple- complete

Blodgett St – Maple to Peach- still some work to do, paving scheduled for September 23rd

Vine Ave – Arnold to Doege- complete

Cleveland – Central to Maple- complete

Street Reconstructions

East 4th- 4th/8th to Willow, complete

Storm Sewer Maintenance/Construction

Storm water inlet, M.H. and main repairs/replacements with associated street restoration throughout the city: ongoing

General storm water ditching with drain tile installation as required throughout the city: ongoing

Sanitary Sewer Maintenance/Reconstruction

-M.H. replacements/Mono-forming and main repairs on all asphalt mill-in-place and overlay streets as required: ongoing

-Sanitary repairs- Apple Avenue from Depot Street to Arnold Street

Lowered sanitary manhole at the Blodgett right of way west of Galvin

Street Maintenance

-Crack sealing of concrete streets: complete

-Crack sealing of asphalt streets: complete

-Slag sealing of asphalt streets: complete

-Specialized joint sealing on concrete streets: to be scheduled

-General asphalt patching, city wide as required: to be scheduled

- Pothole patching- on going

- Street sweeping - on going

-painting lanes and cross walks various locations

-general sign work

Blade roads

Painting on Veteran's parkway (epoxy paint by contractor)
Push-up delivered salt

August 17, 2015

To: Board of Public Works
From: Mike Baltus, Cemetery Coordinator
Re: 2016 Cemetery User Fees

Cemetery fee increases for 2016 is an effort to narrow the gap between revenues and expenditures. Please find the Cemetery recommended fee increases for 2016, and comparable cemetery pricing. The comparable are based on cemeteries about the same size as Hillside. Some of them are privately owned and some of them are municipal cemeteries. Some of the municipal cemeteries choose to subsidize their cemetery activity with added tax payer money.

	2015	2016
Traditional Opening	\$795.00	\$820.00
Cremation Opening	\$475.00	\$490.00
Infant Opening	\$225.00	\$225.00
Niche Opening	\$180.00	\$185.00
Single Niche Space	\$1030.00	\$1060.00
Double Niche Space	\$2060.00	\$2120.00
Ground Burial Space	\$795.00	\$820.00
Infant /Cremation Space	\$420.00	\$420.00
Disinterment Charge	\$995.00	\$1020.00
Companion/Monument Burial	\$180.00	\$185.00
Over Time Charge	\$350.00	\$350.00
Winter Charge	\$65.00	\$65.00
Nov. 1 st to Apr. 1 st		
Crypt Space Lower		
Lower two levels	\$6,000.00	\$6,000.00
Crypt Space		
Upper two level	\$5,000.00	\$5,000.00
Crypt Opening	\$400.00	\$450.00

Comparable Cemetery Pricing

	Traditional / Cremation / Burial			Crypt
	Burial	Burial	Burial	Space
			Space	
Wausau	\$965.00	\$965.00	\$1100.00	\$5 000.00 to \$12,400.00
Waukesha	\$995.00	\$750.00	\$895.00	
City of				
Shawano	\$825.00	\$525.00	\$700.00	
Steven Point	\$650.00	\$650.00	\$720.00	
City of Neillsville	\$360.00	\$260.00	\$360.00	

I would ask this committee to approve these changes as recommended with, an effective date of January 1, 2016

Respectfully Submitted

Mike Baltus



City of Marshfield Memorandum

TO: Board of Public Works
FROM: Tom Turchi, City Engineer
DATE: September 9, 2015
RE: Review of right turn lane from Veterans Parkway to Maple Avenue.

BACKGROUND

Since 2011 there have been 15 signal pole knockdowns at the intersection of Maple Avenue and Veterans Parkway. The primary reason for the number of knock downs is due to the raised median installed in order for the city to reduce risk and receive a 24 hour quiet zone within the city limits. Since that time we have closed the right turn lane to prevent future issues.

ANALYSIS

The raised median at the intersection of Maple Avenue and Veterans Parkway was installed during the fall of 2011 as part of a quiet zone improvement project in which the city attained a 24 hour quiet zone.

In October of 2012 three "NO RIGHT TURN" signs for "TRUCKS" were installed at Maple Avenue. These signs were placed prior to Vine Avenue, between Vine and Maple Avenue and on top of the Maple Avenue Street sign. Since that time we still have had issues with trucks knocking down the signal pole at this intersection.

In March of 2015 the Board of Public Works approved a recommendation to close the right turn lane to all traffic to eliminate these signal pole knock downs. Since that time we have not had another incident with the signal pole in question.

Before the right lane closure traffic volumes for peak hour right turning movements from Veterans Parkway onto Maple Avenue are as follows:

- 7 – 8 am 50 VPH
- 12 – 1 PM 25 VPH
- 4 – 5 PM 55 VPH

This equated to approximately 560 ADT utilizing the right turn lane.

There are several options that were reviewed with the proposed costs associated these options noted below:

1. Permanent closure of the right turn lane – This would eliminate the knock downs but creates some inconvenience to the traveling public. The costs associated with this option would include the relocation of a traffic signal pole removal and replacement of sidewalk, curb and gutter and concrete pavement. I would estimate this option to cost in the range of \$ 25,000 to \$ 32,000. This option would prohibit the right turn movement for all users and may still be difficult to enforce.
2. Construct geometric changes – construct a variety of changes to the intersection to move the signals back out of harm's way increase the radius to allow for truck turning movements including relocation of the railroad crossing arms and lengthening if the track crossing material. This option will require a great deal of railroad coordination before and estimate could be generated. This would restore the right turn movement for all users including trucks.
3. Minor signal adjustments and continue to prohibit trucks from turning right – This option would reduce or eliminate knock downs of our signal pole by utilizing an old signal pole that has been located in our storage yard with a 30 foot mast arm which will allow our pole to be an additional eight feet further back from the radius. This option would be the most cost effective but we would still sign this

intersection to prohibit truck turning movements at this intersection but if a truck makes the right turn the risk for a knock down is tremendously reduced. I have estimated the costs for this option to range from \$15,000 to \$20,000 depending on any additional needs for the crossing arms owned by Canadian National railroad.

In the 2015 budget there was \$ 55,000 allocated for Quiet Zone Improvements which were designated for improvements at the intersection of Chestnut Avenue to make the necessary geometric changes for the installation of raised medians. Dollars assigned for this project could be used to make the necessary improvements at Maple Avenue and Veterans Parkway to reopen this right turn lane to vehicle traffic.

RECOMMENDATION

I recommend that we work with Canadian National railroad on Option 3 and relocate the signal pole to reduce the risk of signal pole knockdowns but, still prohibit trucks from making right turns from westbound Veterans Parkway onto northbound Maple Avenue. I further recommend the funding for this improvement come from project EN-F-2039 Quiet Zone Improvements.

Respectfully submitted,

Thomas R. Turchi

Thomas Turchi

Concurrence:



Steve Barg, City Administrator



Daniel G. Knoeck, P.E. Director of Public Works



City of
Marshfield
Memorandum

September 10, 2015

TO: Board of Public Works

FROM: Dan Knoeck, Director of Public Works

SUBJECT: Sidewalk on East 29th Street – Hume Avenue to Veterans Parkway

BACKGROUND

The City has received state and federal funding for reconstruction of East 29th Street from Hume Avenue to Veterans Parkway. With the state funding comes the requirement to comply with Wisconsin Administrative Code TRANS 75 regarding bikeways and sidewalks on highway projects. Essentially, sidewalk is required on both sides of the project unless there is an approved “Absence of Need”.

ANALYSIS

Sidewalk will be constructed on the north side of East 29th Street for the entire length of the project. This new sidewalk will ultimately provide a connection from existing sidewalk further west to the Veterans Parkway Trail on the east. There is currently no sidewalk on the south side of 29th Street, however, the project will install sidewalk on the south side from Veterans Parkway to the west to service the Roehl office building. West of the Roehl office building, there is not a need for sidewalk at this time. Some of the properties along the south side of 29th Street are outside of the City Limits and not subject to the city’s sidewalk maintenance ordinances. The project will include grading for future sidewalk so that it can be installed at some point in the future when there is a need.

Attached is Resolution 2015-45 which authorizes the “Absence of Need” exception. The request for an exception is then forwarded on the WisDOT for approval.

RECOMMENDATION

I recommend approval of Resolution 2015-45, authorizing an “Absence of Need” request for sidewalk on the south side of East 29th Street from Hume Avenue to 975 feet east, and refer to the Common Council for consideration.

Concurrence: 
Steve Barg, City Administrator

RESOLUTION NO. 2015-45

RESOLUTION AUTHORIZING AN "ABSENCE OF NEED" EXCEPTION FOR SIDEWALK INSTALLATION ON A PORTION OF THE OF EAST 29th STREET RECONSTRUCTION PROJECT, HUME AVENUE TO VETERANS PARKWAY, CITY OF MARSHFIELD, WOOD COUNTY.

WHEREAS, the City of Marshfield has contracted for the design of the roadway reconstruction on East 29th Street, Hume Avenue to Veterans Parkway, located in the City of Marshfield

WHEREAS, this project is being developed under the oversight of the Wisconsin Department of Transportation and its Management Consultant as Design Project 6995-11-01 and Construction Project 6995-11-71, and

WHEREAS, this project utilizes both local and federal funds and must comply with the applicable requirements, including Wisconsin Administrative Code Trans 75 regarding bikeways and sidewalks in highway projects, including the requirement of either sidewalk installation or a duly approved "absence of need" exception thereto and

WHEREAS, some of the properties along the south side of East 29th Street are outside of the Marshfield City Limits and not subject to the City of Marshfield sidewalk maintenance ordinance, and

WHEREAS, building spacing in certain areas along the south side of East 29th Street in such that sidewalk is not warranted at this time, and

WHEREAS, the reconstruction project will complete grading for future sidewalk to aid in construction when sidewalk is warranted.

NOW, THEREFORE, BE IT RESOLVED, that City of Marshfield has determined there is an "Absence of Need" to install sidewalks on the south side of E-29th Street from Hume Avenue to a point 975 east of the Hume avenue intersection. Grading for future sidewalk will be completed, but sidewalk will not be installed with this project.

I hereby certify that the foregoing resolution was duly adopted by the City of Marshfield Common Council at a legal meeting on the _____ day of _____, 2015.

ADOPTED: _____

Chris L. Meyer, Mayor

APPROVED: _____

ATTEST: _____
Deb M. Hall, City Clerk



City of
Marshfield
Memorandum

September 10, 2015

TO: Board of Public Works

FROM: Dan Knoeck, Director of Public Works

SUBJECT: Sidewalk Replacement Project–Oak Avenue (Depot Street to Cleveland Street)

BACKGROUND

A portion of the Wildwood/McMillan Connector Trail Project will utilize an on-street route on Oak Avenue north of the pedestrian tunnel under the railroad tracks from Depot Street to Cleveland Street. Bicycles will be accommodated via painted bike lanes on the street. Pedestrians will be accommodated through use of the existing sidewalks. Because of the state funding on the project the existing sidewalk must be brought up to ADA standards.

ANALYSIS

Staff has received approval from WisDOT to undertake the sidewalk inspection and improvement outside of the trail construction project. Our intention was to complete a sidewalk inspection in this area and fund any necessary improvements through the annual sidewalk inspection budget. Upon inspection, however, it was determined that the cross slope on a majority of the sidewalk does not meet ADA standards. Essentially the cross slope is too steep. As a result, sidewalk on both sides of the street will need to be replaced for the 3 block segment from Depot Street to Cleveland Street. Because sidewalk grades will change, driveway aprons will also need to be replaced.

Staff is proposing that this work be included in the 2016 Budget. The estimated cost is \$120,000 including engineering and contingency. The project budget has an allowance of \$35,000. Likely additional funding sources include \$40,000 from the 2015 sidewalk inspection budget, and fund balance from Capital Projects Funds.

RECOMMENDATION

I recommend that the sidewalk replacement project on Oak Avenue from Depot Street to Cleveland Street be included in the 2016 budget at an estimated cost of \$120,000 with funding sources to be established during the budget process.

Concurrence: *Steve Barg*
Steve Barg, City Administrator



**City of
Marshfield**
Memorandum

September 11, 2015

TO: Board of Public Works

FROM: Dan Knoeck, Director of Public Works

SUBJECT: Revised Project Agreement with WisDOT for Wildwood/McMillan Trail

BACKGROUND

The City of Marshfield has a project agreement with WisDOT for the Wildwood/McMillan Connector Trail. In June of 2014, WisDOT enacted a sunset clause for funding of these types of projects, essentially giving communities 10 years to begin construction from the date of authorization to begin design. Our project received authorization to begin design in September of 2009. The revised project agreement (attached) addresses the 10 year requirement for starting construction.

ANALYSIS

The previous agreement had a required completion date of December 31, 2016. The revised agreement requires construction to start by September of 2019 and to be completed by June 30 of 2021. The project is currently on schedule for construction in 2016 and we would expect to be substantially complete by the end of 2016.

There are no other changes to the agreement.

RECOMMENDATION

I recommend approval of the revised project agreement with WisDOT for the Wildwood/McMillan Connector trail and authorize execution of the same.

Concurrence: 
Steve Barg, City Administrator

10 AUGUST 2015

4TH REVISION
**STATE/MUNICIPAL AGREEMENT FOR A LOCAL LET BICYCLE
AND PEDESTRIAN FACILITIES PROGRAM PROJECT**

This agreement supersedes the agreement signed by the Project Sponsor on 3/19/2014 and signed by WisDOT on 03/28/2014

**Program Name: Bicycle Pedestrian
Facilities (BPPF)
Sub-program #: 215**

Project ID: **6995-10-00 (Design)** County: **Wood** Municipality: **City of Marshfield**
6995-10-70 (Constr.)

Project Name **WILDWOOD – MCMILLAN CONNECTOR TRAIL**

Limits (if applicable): **The project is located in the City of Marshfield, approximately 2.5 miles in length running south to north.**

The signatory, **City of Marshfield**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, and Wisconsin Department of Transportation, hereinafter called WisDOT, enter into this agreement to accomplish the described project.

The authority for the Project Sponsor and WisDOT to enter into this agreement is provided by Wis. Stats. 66.0301 and 86.25.

The payment period for each project phase (e.g., design, real estate and construction) shall begin with written authorization by WisDOT to the Project Sponsor.

Needs and Estimate Summary:

Description Of The Project:

The Wildwood – McMillan Connector Trail is a 2.5-mile segment of 10-foot wide asphalt surface trail located in the heart of the city. The project will start at the Wildwood Park Zoo and proceed north, crossing four of the city's aldermanic districts. The trail connects these residential areas to employment destinations. Project funding was approved in the 2009-2011 Local Transportation Enhancements (TE) Program / Bicycle Pedestrian Facilities Program (BPPF).

The subject project is funded with 80% federal funding up to a maximum of **\$810,800** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$810,800** federal funding maximum, in accordance with Bicycle Pedestrian Facilities Program (BPPF), 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.

Federal Highway Administration (FHWA) Regulation 23 CFR 630.112(c)(2) requires that the Ten Year Rule applies to projects funded from the Highway Trust Fund. To comply with this federal Ten year sunset rule, Wisconsin Department of Transportation's (WisDOT) requires that the subject project to begin construction within 10 fiscal years for which preliminary engineering (Design) is undertaken. Otherwise all of the federal funds spent will have to be repaid.

The key dates are listed below.

Federal Authorization date for design: September 08, 2009

FHWA 10 Year Rule date, for actual construction to start by: September 30, 2019

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.

Project Award date: July 2, 2010

Commencement deadline: July 2, 2014¹

Completion deadline: June 30, 2021

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

The subject project must be completed by June 30, 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.

¹ In the July 3rd 2014 letter sent to the project sponsor from Bureau of Transit, Local Roads, Railroads & Harbors has stated that the commencement date was met.

Estimated Cost Table					
PHASE	TOTAL ESTIMATED COST	FEDERAL BFPF FUNDS	%	PROJECT SPONSOR FUNDS	%
DESIGN					
PROJECT ID 6995-10-00	\$ 151,000	\$ 120,800	80.0%	\$ 30,200	20.000%
Consultant Review	\$ 29,000	\$ 23,200	80.0%	\$ 5,800	20.000%
State Review and Proratable	\$ 3,000	\$ 2,400	80.0%	\$ 600	20.000%
Cost Distribution	\$ 183,000	\$ 146,400		\$ 36,600	
CONSTRUCTION[#]					
PROJECT ID 6995-10-70 [@]	\$ 821,500	\$ 657,200	80%	\$ 164,300	20%
Construction Review	\$ 8,000	\$ 6,400	80%	\$ 1,600	20%
State Review and Protatable	\$ 1,000	\$ 800	80%	\$ 200	20%
Cost Distribution	\$ 830,500	\$ 664,400		\$ 166,100	
Total Cost Distribution	\$ 1,013,500	\$ 810,800	Max*	\$ 202,700	Bal

NOTES

[#] On June 19, 2015, WisDOT central office approved the amending of the schedule date to July 25, 2017, (State Fiscal Year 2018), thereby amending the completion date to June 30th, 2021, and the sponsor must submit a project completion certificate to WisDOT on or before the same date. To meet the FHWA federal guidelines the construction must begin on or before September 30, 2019.

[@] At the request of the City of Marshfield, the Real Estate project (Proj. ID 6995-10-20) is to be closed and the funds are to be transferred to the construction phase.

* This Federal share of **\$810,800** is capped and includes the federal portion of the management consultant cost.

This request is subject to the terms and conditions that follow (see pages 4-8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon acceptance by WisDOT shall constitute agreement between the Project Sponsor and WisDOT.

The BFPF funding is capped at the total amount of federal funds **\$ 810,800**. This project is subject to a DBE goal assessment of **10%** of the Construction project cost.

The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

Signed for and in behalf of the City of Marshfield (please sign in blue ink)		
Name (print)	Title	Date
Signature		
Signed for and in behalf of the State (please sign in blue ink)		
Name Brian Gaber	Title WisDOT North Central Region Planning Chief	Date
Signature		

Terms and Conditions:

1. The initiation and accomplishment of the improvement will be subject to the applicable State and Federal laws, rules, and regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Transportation Project Implementation*.
 - a) The sponsor has requested that the Real Estate project (Proj. ID 6995-10-20) is to be closed and the funds are to be transferred to the construction phase. However, if any real estate is needed for the project and Federal/State funds are used in any phase, or the property was purchased in anticipation of the project, the Uniform Relocation Act must be followed. Section 8 of the document "A Sponsor Guide to Non-Traditional Transportation Project Implementation" covers this topic. This topic is addressed in more detail in the "Local Public Agency manual for Right of Way Acquisition". The sponsor needs to be in contact with the North Central Region Local Public Agency Coordinator.
2. The construction of the enhancement will be in accordance with the appropriate standards unless an exception to standards is granted by the Federal Government or WisDOT 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.
3. The project sponsor will assume all responsibility for complying with germane environmental requirements for the project.
4. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder. 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.
5. 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 Section 1404(e) of SAFETEA-LU.

6. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project.
7. The maximum participation of Federal financing will be limited to **80%** of the actual eligible project cost or the Total Cost Distribution of BFPF Funds, as shown on page 3 of this agreement, whichever is less.
8. 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 WisDOT 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 WisDOT and will furnish copies thereof when requested.
9. 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.
10. State Disbursements:
 - a) Payment by WisDOT to the Project Sponsor shall be made on a quarterly basis upon presentation of vouchers for expenditures incurred during prior quarterly periods of the project duration subject to the allowable maximum payment, as referenced above in Section 7.
 - b) A final adjustment of state payments will be made upon completion of WisDOT's audit of the project. If WisDOT's audit establishes that WisDOT paid more than its share of the eligible project costs, the Project sponsor shall refund to WisDOT upon demand a sum equal to the overpayment.
11. The Project Sponsor will maintain, at its own costs and expense, all portions of the project that lie within its jurisdiction.
12. In connection with the performance of work under this Project 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 define 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.

13. 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 Department 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 Department; 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.

- 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.
14. No term or provision of the Project Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the Project Agreement.
15. The subject project must begin construction on or before **September 30, 2019** in order to meet the FHWA Ten Year Rule; otherwise the federal funds spent will have to be repaid.
- a) The subject project must be completed by **June 30, 2021**, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. .
16. 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 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 or contractors, also known as lower tier participant as that term is used in 49 CFR Part 29, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment have been declared ineligible, or have voluntarily been excluded from participation in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.
17. Bicycle and Pedestrian Facilities Program projects are limited to bicycle and pedestrian facilities under Wis. Stats 85.026. For purposes of this section, bicycle and pedestrian facilities do not include sidewalk or beautification measures. Any improvement projects for which the Public Sponsor receives a grant under this section shall be let by contract based on bids and the contract shall be awarded to the lowest competent and responsible bidder. Local Force Account (LFA) work is prohibited for construction.

18. If reviews or audits show any of the work to be ineligible for federal/state funding, the Project Sponsor will be responsible for any withdrawn cost 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 the behalf of the project.

End of Document

Revised by WisDOT: December 2008
Revised by JCB of NCR: August 2011
Revised by JCB of NCR July 2013
Revised by JCB of NCR August 2015

RESOLUTION NO. 2015-44

TO SUPPORT A STATE GRANT APPLICATION BY WOOD COUNTY FOR A HOUSEHOLD HAZARDOUS WASTE CLEAN SWEEP PROGRAM FOR WOOD COUNTY, IN 2016.

WHEREAS, Marshfield recognizes that improper storage and handling of hazardous waste poses a potential risk to human health, and

WHEREAS, the release of hazardous waste to the Marshfield's air, soil, surface, and groundwater is a threat to its natural resource base, and

WHEREAS, Marshfield recognizes the benefits of a program to control the disposal and storage of potentially hazardous waste and will carry out all activities described in the state grant application, and

WHEREAS, the proper collection and disposal of outdated, unused, or unwanted medicines protects the environment and the health of Marshfield residents and prevents drug theft, and

WHEREAS, the Wood County's Clean Sweep Programs is intended to offer education and assistance to citizens regarding limitation of introduction of toxic materials into the environment through prudent purchasing, identification, proper handling and disposal of hazardous wastes, and recycling alternatives for household waste, and

WHEREAS, in previous Clean Sweeps, Wood County collected and safely disposed of more than 375,630 pounds of hazardous waste to date, and

WHEREAS, a Clean Sweep program has not been held in Marshfield since 2014, and

WHEREAS, in this action the City of Marshfield declares its intent to cooperate with Wood County in conducting a Clean Sweep Programs and allow the use of city facilities as appropriate, and

WHEREAS, Wood County will allow employees from the Wisconsin Department of Agriculture, Trade and Consumer Protection access to inspect the Clean Sweep Program site upon request, and

WHEREAS, Wood County will maintain records documenting all Wood County expenditures made during the Clean Sweep Program, and

WHEREAS, Wood County will submit a final report to the Wisconsin Department of Agriculture, Trade and Consumer Protection, describing all Wood County Clean Sweep Program activities and problems, comparing the actual program with the activities and objectives proposed in the application, including samples of the information – education brochures, data on

participation rates, waste quantities collected, documentation of the project cost, and recommendations;

NOW, THEREFORE, BE IT RESOLVED, that the City of Marshfield authorizes support for Wood County UW-Extension Department to submit a state grant application for a Wood County Hazardous Waste Collection Program with the intent of holding a Clean Sweep Program in Wood County in 2016 if adequate state funds are received, and

BE IT FURTHER RESOLVED, that Marshfield intends to cooperate with Wood County in promoting the Clean Sweep and providing a site for the Clean Sweep, as appropriate, to conduct Household Hazardous Waste Collection in Wood County in 2016.

I hereby certify that the foregoing resolution was duly adopted by the City of Marshfield Common Council at a legal meeting on the _____ day of _____, 2015.

ADOPTED: _____

Chris L. Meyer, Mayor

APPROVED: _____

ATTEST: _____
Deb M. Hall, City Clerk