

RESOLUTION R-33-15

RESOLUTION APPROVING A 2015 BUDGET ADJUSTMENT OF \$65,075 FOR INITIAL LOOP THE LITTLE LAKE PROJECT EXPENSES

Introduced by Ald. Langdon.

WHEREAS, the City of Menasha did not include funds for Loop the Little Lake project in the 2015 budget; and

WHEREAS, A joint resolution dated March 17, 2015 was passed by the Cities of Neenah and Menasha approving the submittal of a Wisconsin Department of Natural Resources (WDNR) grant for the Loop the Little Lake project; and

WHEREAS, the City of Menasha has been awarded a \$768,000 grant for its portion of the project; and

WHEREAS, the City of Menasha is able to receive an advance on these grant funds in the amount of \$384,000 that is able to be used for funding project expenses; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that staff is hereby authorized spend up to \$65,075 from the Park Development Fund (Fund 209) that represents \$36,200 for GRAEF Engineering and up to *\$28,875 for services provided by River Valley Testing (RVT).

BE IT FURTHER RESOLVED, that staff is authorized to sign the grant agreement and by signing the agreement, the City of Menasha accepts the grant funds to be used for the above noted expenditures.

BE IT FURTHER RESOLVED, that in the event that this project is not completed as intended, the City of Menasha will reimburse any and all project expenses the WDNR deems necessary.

Passed and approved this ____ this day of October, 2015.

Donald Merkes, Mayor

Deborah A. Galeazzi, City Clerk

I hereby certify that the foregoing resolution was duly adopted by the Menasha Common Council at a legal meeting on _____.

**Fiscal Note:* The RVT amount represents the maximum amount the City of Menasha will be obligated to pay. The City of Neenah will execute the RVT agreement with the understanding that Neenah will invoice Menasha an amount not to exceed \$28,875

YOUR COPY

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

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|---|---|----------------|-----------------------|-----|------------------|--------------|-----------------------|--------------|--|
| Grantee/Project Sponsor City of Menasha | Project Number SADLP316ENUM16 | | | | | | | | |
| Project Title City of Menasha Loop the Little Lake - Menasha Trestle | | | | | | | | | |
| Period Covered by This Agreement August 12, 2015 Through June 30, 2017 | Name of Program Acquisition and Development of Local Parks | | | | | | | | |
| Project Scope and Description of Project Acquisition and Development of Local Parks program funds are awarded to the City of Menasha to develop a trestle as part of the Little Lake Butte des Morts Loop. This will include trestle deck and railing, concrete piers and abutments, lighting, mobilization and engineering. | | | | | | | | | |
| PROJECT FINANCIAL ASSISTANCE SUMMARY: | The following documents are hereby incorporated into and made part of this agreement: | | | | | | | | |
| <table> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$1,536,000.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$768,000.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$768,000.00</td> </tr> </table> | Total Project Cost | \$1,536,000.00 | Cost-Share Percentage | 50% | State Aid Amount | \$768,000.00 | Project Sponsor Share | \$768,000.00 | <ol style="list-style-type: none"> Chapter NR 51, Wisconsin Administrative Code Application Dated 04/17/2015 |
| Total Project Cost | \$1,536,000.00 | | | | | | | | |
| Cost-Share Percentage | 50% | | | | | | | | |
| State Aid Amount | \$768,000.00 | | | | | | | | |
| Project Sponsor Share | \$768,000.00 | | | | | | | | |

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Acquisition and Development of Local Parks and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, 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. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$768,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. The Sponsor agrees to provide engineer stamped bridge plans prior to construction.
2. It is the project sponsor's responsibility to verify the structural adequacy of these bridges and their corresponding bridge components (abutments, piers, railings, etc.) and the existing or modified conditions (soil types, stream bank, etc.).
3. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
4. In connection with the performance of work under this agreement, the sponsor agrees not to discriminate against any employe or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, 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 sponsor further agrees to take affirmative action to ensure equal employment opportunities.
5. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm> . BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
6. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
7. The Sponsor agrees to display a sign at the site acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
8. STATE SINGLE AUDIT GUIDELINES. Grantees shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
9. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
10. The sponsor agrees no construction shall occur from March 1 (ice-out) to June 15 for fish spawning.

Check here if you request advance payment totaling \$384,000.00

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

By 
Steven W. Miller, Director
Bureau of Facilities and Lands

(Title)

(Date)


(Date)



RESOLUTION No. 2015-16



RESOLUTION R-9-15

JOINT RESOLUTION AUTHORIZING APPLICATION FOR OUTDOOR RECREATION GRANT FUNDS THROUGH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR THE CONSTRUCTION OF TWO PEDESTRIAN BRIDGES CONNECTING THE CITIES OF NEENAH AND MENASHA

Introduced by Neenah Mayor Dean Kaufert and Menasha Mayor Don Merkes

WHEREAS, the cities of Neenah and Menasha support the creation of a loop trail around the southern portion of Little Lake Butte des Morts because it will provide a safe, healthful and economically beneficial connection to the State Friendship Trail; and,

WHEREAS, the estimated cost of constructing two pedestrian bridges across the Fox River is estimated to be \$3.2 million, has been identified in each city's Capital Improvement Plan (CIP); and,

WHEREAS, grant aid and fundraising is required to carry out this project and it is anticipated that a \$1.6 million matching State grant will be received and that a private fundraising effort led by Future Neenah, Inc. will yield approximately \$1 million, leaving the local governments' share at close to \$600,000; and,

WHEREAS, the local governments' share would be split equally between Neenah and Menasha and staff would strive to reduce this amount by pursuing in-kind construction donations and/or sponsorships to be approved by each governing body; and,

WHEREAS, the cities of Neenah and Menasha shall assemble the necessary funding to meet the requirements of the State matching grant.

NOW, THEREFORE BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF NEENAH, WISCONSIN AND THE COMMON COUNCIL OF THE CITY OF MENASHA, WISCONSIN this 17th day of March, 2015, that the City of Neenah, Wisconsin hereby authorizes M. Eileen McCoy, Director of Parks and Recreation; and the City of Menasha, Wisconsin hereby authorizes Brian Tungate, Director of Parks and Recreation, to act on behalf of the City of Neenah and City of Menasha to:

Submit an application to the State Department of Natural Resources for any financial aid that may be available;

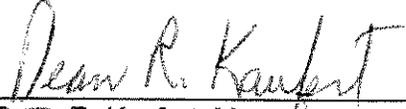
BE IT FURTHER RESOLVED, that in the event the State grant is awarded, the Neenah and Menasha Common Councils would further need to approve the grant agreement and authorize the City of Neenah and City of Menasha Park and Recreation directors to do the following:

Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion;
Sign and submit documents; and
Take necessary action to undertake, direct and complete the approved project

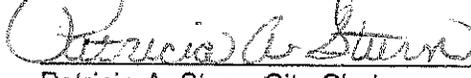
BE IT FURTHER RESOLVED that the City of Neenah and City of Menasha will comply with state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval in writing from the Wisconsin Natural Resources Department or the National Park Service before any change is made in the use of the project site.

BE IT FURTHER RESOLVED that the City of Neenah and the City of Menasha are seeking support for this important regional project from our elected officials in Madison and that a copy of this resolution shall be sent to Governor Walker, Senator Roth and Representatives Rohrkaste and Stuck.

CITY OF NEENAH, WISCONSIN



Dean R. Kaufert, Mayor



Patricia A. Sturn, City Clerk

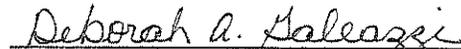
Moved: Ald. Bates/Ramos

Passed: March 17, 2015

CITY OF MENASHA, WISCONSIN



Donald Merkes, Mayor



Deborah A. Galeazzi, City Clerk

Moved: Ald. Englebert/Benner

Passed: March 17, 2015