

It is expected that a Quorum of the Personnel Committee, Administration Committee, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
July 5, 2016
6:45 PM
or immediately following the Administration Committee

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [June 6, 2016](#)
- D. DISCUSSION / ACTION ITEMS
 - 1. [Street Use Application – Twisted Pistons Cruise In; Thursday, August 18, 2016; 12:00 PM – 10:00 PM \(Twisted Pistons, Inc.\)](#)
 - 2. [Street Use Application – Ganther Race the Lake; Sunday, August 14, 2016; 6:45 AM – 9:15 AM \(DuTriRun\)](#)
 - 3. [Authorization to Execute Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2017](#)
 - 4. [Authorization to Execute WisDOT State Municipal Agreement Regarding US10 / WIS441 and Racine Road Interchange Landscaping](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
June 6, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Vice-Chairman Collier at 8:14 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Keehan, Zelinski, Benner, Nichols, Taylor, Collier

EXCUSED: Aldermen Krautkramer and Spencer

ALSO PRESENT: Mayor Merkes, CA Captain, Capt. Halderson, FC Kloehn,
DPW Radtke, ASD Steeno, PHD McKenney, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [May 16, 2016](#)

Moved by Ald. Keehan seconded by Ald. Benner to approve minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Street Use Application – Community First Fox Cities Marathon Presented by Miron Construction; Sunday, September 18, 2016; 7:00 AM – 2:00 PM; \(Community First Credit Union\)](#)

DPW Radtke explained the street use route is very similar to the previous year. The application is in order so staff recommends approval.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council Street Use Application for Community First Fox Cities Marathon Presented by Miron Construction on Sunday September 18, 2016, 7:00 AM – 2:00 PM (Community First Credit Union).

Motion carried on voice vote.

2. [Preliminary Resolution R-20-16 Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes \(Second Addition to Woodland Hills\)](#)

DPW Radtke explained the Development Agreement with Woodland Development LLC requires the City to Special Assess for street and utility improvements. This is the initial step in the process.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council R-20-16 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes (Second Addition to Woodland Hills)

Motion carried on roll call 6-0.

3. [Preliminary Resolution R-21-16 Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes \(The Huelsbeck Property\)](#)

DPW Radtke updated the Board on the special assessment process for various street and sewer improvements previously installed in Province Terrace per the Development Agreement with Edna Huelsbeck. This is the first step in the special assessment process for the listed improvements.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council R-21-16 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703 Wisconsin Statutes (The Huelsbeck Property).

Motion carried on roll call 6-0.

4. [Preliminary Resolution R-22-16 Acknowledging Review of City of Menasha 2015 Compliance Maintenance Annual Report Under Wisconsin Administrative Code NR 208 \(Introduced by Ald. Krautkramer\)](#)

DPW Radtke explained this is the annual requirement from DNR for the City to report on the condition and operation of its wastewater collection system. There was one sewer bypass situation in 2015. The City received an "A" Grade and no further actions other than to adopt this resolution are necessary.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council R-22-16 Resolution Acknowledging Review of City of Menasha 2015 Compliance Maintenance Annual Report Under Wisconsin Administrative Code NR 208 (Introduced by Ald. Krautkramer).

Motion carried on roll call 6-0.

5. [2016 Q1 Storm Water Report](#)

ASD Steeno and DPW Radtke reviewed the storm water report.

General discussion ensued on future cost to implement recommendations from the consultant on Storm Water Planning Grant associated with the Lower Fox River Total Maximum Daily Load (TMDL) requirements and storm water expenditures versus revenues.

Moved by Ald. Taylor seconded by Ald. Keehan to accept the 2016 Q1 Storm Water Report.

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 8:34 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk



STREET USE APPLICATION

Event: Twisted Pistons Cruise In

Sponsored by: Twisted Pistons Inc

Responsible Person: Nicholas Jerne

Address: 426 Broad Street
Menasha, WI 54952

Street Use Date: 8-18-2016
Start Time: 12:00pm
End Time: 10:00pm
Number of Units: 0
(Parades)

Email Address: twistedpistons426@gmail.com Phone: 920-727-1826

Street Route: Main Street - Milwaukee to Jitters
Description of Use (attach map)

Liability Insurance has been secured in the amount of \$ 2,000,000.00 with the City of Menasha named as the additional insured. This is primary insurance.
Insurance Company HUB International Insurance Services Inc. Policy No. AR6360147
(Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured).

Date: 6-16-2016 Applicant's Signature: Nicholas Jerne

Permit Fee: Each application for a Street Use Permit shall be accompanied by a fee of \$25.00 along with a Special Event Fee of \$25. Please make checks payable to City of Menasha.

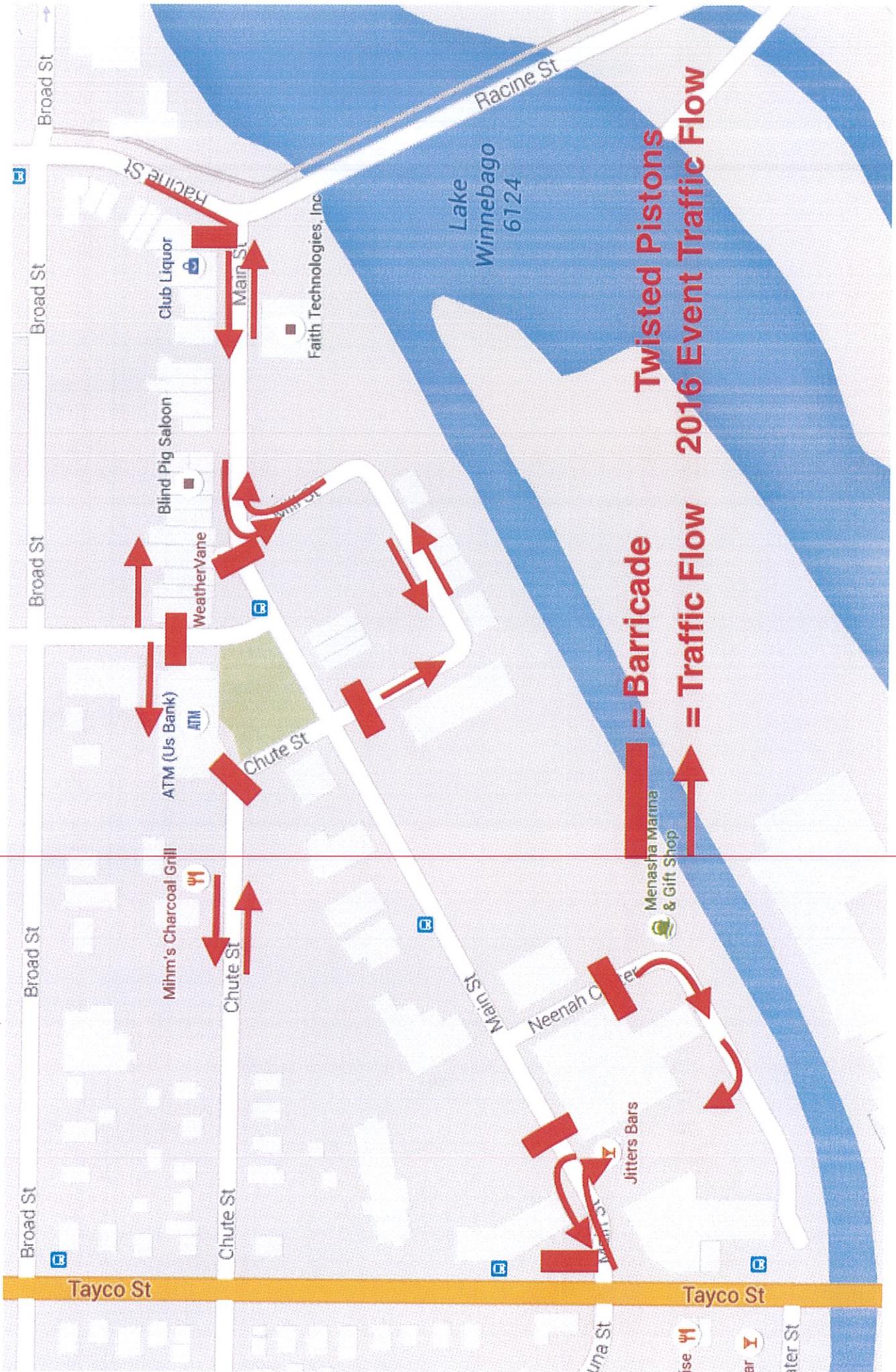
Note to events planning to use City Parks and/or greenspace: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

TO BE COMPLETED BY CITY STAFF (Revised April 3, 2015)

Scheduled Park & Recreation Board Review Date: 7/12/16
Not Required: _____ Approved: _____ Denied: _____

Scheduled Common Council Review Date: 7/18/16
Approved: _____ Denied: _____

APPROVAL:
Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. MR City Attorney [Signature]



**Twisted Pistons
2016 Event Traffic Flow**

**= Barricade
= Traffic Flow**

CERTIFICATE OF INSURANCE
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP

FACILITY OWNER: (Additional Insured)		PRODUCER:		Certificate #	60833	
City of Menasha 140 Main Street, Menasha, WI 54952		HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524-4047 PH: 925 609 6500 FX: 925 609 6550 specialevent@hubinternational.us		CA License #0757776		
EVENT HOLDER: (Named Insured)		EVENT INFORMATION				
Twisted Pistons Inc 426 Borad Street Menasha, WI 54952		TYPE OF EVENT:	Auto Show			
		EVENT DATE(S):	8/18/2016			
		EVENT LOCATION:	Curtis Reed Square			
		ATTENDANCE:	1,000	CLASS:	I	
This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.						
INSURER A:		COLONY INSURANCE COMPANY				
INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits	
A	Commercial General Liability	AR6360147	1/1/2016	1/1/2017	Each Occurrence	\$1,000,000
					General Aggregate	\$2,000,000
					Personal & Advertising Injury	\$1,000,000
					Products/Completed Operations Aggregate	\$2,000,000
					Damage to Premises Rented to You	\$500,000
					Medical Payments	\$5,000
					Liquor Liability Each Occurrence	\$1,000,000
					Liquor Liability Aggregate	Incl
COVERAGE TERMS:						
Occurrence Form (CG 0010) Host Liquor Liability <u>Included</u> . Full Liquor Liability Included <u>when a separate premium has been charged</u> . All participants in athletic activities are required to sign Release and Waiver of Liability forms.		The coverage afforded by this insurance is primary and not contributing with any insurance held by the "ADDITIONAL INSURED", WHEN REQUIRED BY WRITTEN CONTRACT. The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event. Who is an insured is amended to include as an additional insured the "Facility Owner - Additional Insured" above and any person or organization shown in the schedule below. This insurance does not apply to: any "occurrence" which takes place after the event holder ceases to be a tenant in that premises. This insurance applies only to: an "occurrence" which takes place during the dates indicated under "Event Information" above.				
COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)						
-- Sexual Abuse & Molestation		Specific Events are excluded from coverage. Please see second page for list of excluded events.				
-- Terrorism		On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).				
OTHER ADDITIONAL INSURED:						
City of Menasha 140 Main Street, Menasha, WI 54952						
CANCELLATION: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.						
AUTHORIZED REPRESENTATIVE:				DATE ISSUED:	6/17/2016	



STREET USE APPLICATION

Event: Ganther Race the Lake

Sponsored by: DuTriRun

Responsible Person: Ben West

Address: 920 S. Keller Park Dr.
Appleton, WI 54914

Street Use Date: 8/14/16
Start Time: 6:45am
End Time: 9:15am
Number of Units: _____
(Parades)

Email Address: ben@dutrirun.com Phone: 920-574-2972

Street Route: Bikes riding in bike lanes and/or far right lane. (See Map)
Description of Use (attach map)

Liability Insurance has been secured in the amount of \$ 2,000,000 with the City of Menasha named as the additional insured. This is primary insurance.
Insurance Company SECURA Policy No. 3214611
(Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured).

Date: 11-10-15 Applicant's Signature: [Signature]

Permit Fee: Each application for a Street Use Permit shall be accompanied by a fee of \$25.00 along with a Special Event Fee of \$25. Please make checks payable to City of Menasha.

packet 2253

Note to events planning to use City Parks and/or greenspace: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

TO BE COMPLETED BY CITY STAFF (Revised April 3, 2015)

Scheduled Park & Recreation Board Review Date: _____
Not Required: Approved: _____ Denied: _____

Scheduled Common Council Review Date: 7/19/16
Approved: _____ Denied: _____

APPROVAL:

Police Dept. [Signature]

Fire Dept. [Signature]

Public Works Dept. [Signature]

Coordinate Racine St. Lift Bridge openings
City Attorney [Signature]

Ganther RACE THE LAKE

2016 COURSE MAP Key

- Course Route
- Course Direction
- Rest Stop
- PP Porta-Potty
- Relay Switch

Enlarged View Menasha Neenah

3rd St
Keys
9th/Naymut
Forest
1st
Wisconsin
Park Ave
City A

Enlarged View High Cliff

High Cliff
King of the Hill
Spring Hill
State Park Rd
Park Entrance
Relay Switch
High Cliff Rd
Service Rd
bottle exchange

Enlarged View Oshkosh

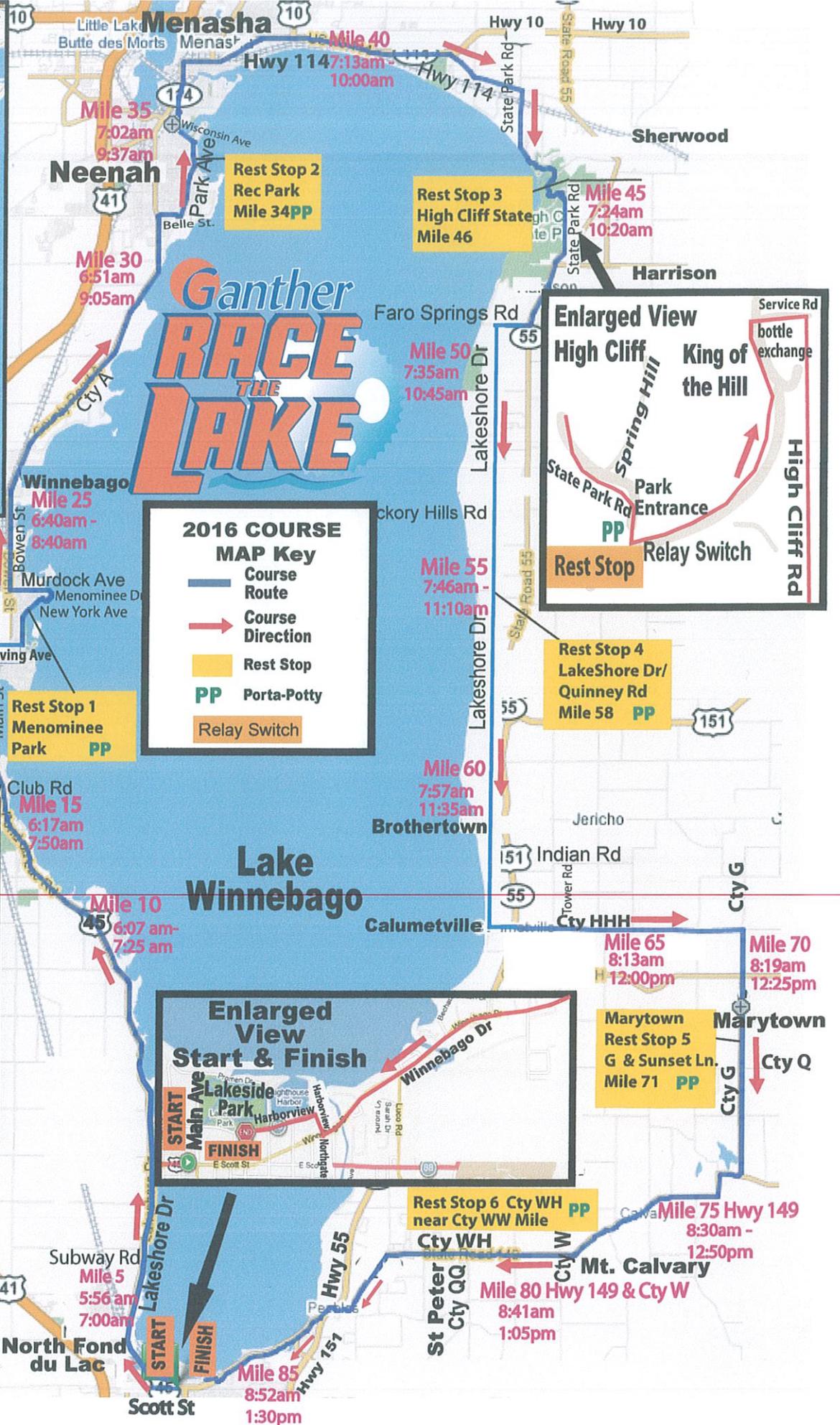
Bowen St
E. Murdock Ave.
Irving Ave.
Main St
Hazel St
Menominee Dr.

Enlarged View Start & Finish

START
Main Ave
Lakeside Park
FINISH
Harborview Dr
E Scott St

START
7 Scott Street
Fond du Lac, WI 54935
1 block from Lakeside Park

FINISH
Harborview Drive
Fond du Lac, WI 54935
Lakeside Park





SECURA INSURANCE, A Mutual Company

P. O. BOX 819 APPLETON, WI 54912-0819

GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-CP-003214611-5/001

ACCOUNT NUMBER: 00007279904

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 484330 04

DUTRIRUN LLC
920 S KELLER PARK DR
APPLETON WI 54914

PAROUBEK INS AGY INC
STE 206
301 N BROADWAY
DE PERE WI 54115

POLICY PERIOD: From 11/04/2015 to 11/04/2016 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

EFFECTIVE 05-19-16 THIS POLICY IS AMENDED AS SHOWN

This is not a bill.

The annualized effect of this endorsement premium would be \$26

COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ADDING ADDITIONAL INSURED AS SHOWN

ADDITIONAL INSURED(S)

CITY OF MENASHA PER FORM: CG2026 (07-04)
140 MAIN ST
MENASHA WI 54952

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS \$120

ADDITIONAL PREMIUM DUE FOR COMMERCIAL GENERAL LIABILITY \$25

FORMS AND ENDORSEMENTS
APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
CG2026 (07-04)

COUNTERSIGNED AT: _____ DATE: _____ BY: _____ AUTHORIZED REPRESENTATIVE

SECURA INSURANCE, A Mutual Company

P. O. BOX 819 APPLETON, WI 54912-0819

FORMS SCHEDULE

POLICY NO. 20-CP-003214611-5/001

ACCOUNT NUMBER: 00007279904

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 484330 04

DUTRIRUN LLC
920 S KELLER PARK DR
APPLETON WI 54914

PAROUBEK INS AGY INC
STE 206
301 N BROADWAY
DE PERE WI 54115

POLICY PERIOD: From 11/04/2015 to 11/04/2016 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ENDORSEMENT DATE: 05/19/2016

COMMERCIAL GENERAL LIABILITY FORMS

CG2026 (07-04) ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATN

AUTHORIZED REPRESENTATIVE



Memorandum

DATE: June 28, 2016

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2017

As it has for the past several years, Winnebago County will again lead an effort among the County's consortium communities to qualify for the DNR Recycling Consolidation Grant. This grant results in additional recycling funds for the involved communities beyond our regular state recycling grant.

This year's agreement focuses on the 2016 Tri-County Recycling Guide joint education effort. Winnebago, Brown and Outagamie Counties have collaborated on the production of the Recycling Guide and the member communities have cooperated through the distribution of the Recycling Guide to its residents. I recommend approval of the intergovernmental agreement.

Enclosure

M:\word\BPW memo re recycling consolidation grant_6-28-16.docx

**Intergovernmental Agreement To Satisfy Eligibility for Recycling Consolidation Grant for
Calendar Year 2017**

This agreement is made by and between the Cities of Menasha and Omro, the Village of Winneconne, and Towns of Algoma, Black Wolf, Clayton, Menasha, Neenah, Nekimi, Omro, Vinland, Winneconne, Winchester and Wolf River, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes, (collectively referred to as the "Responsible Units" or "RUs") for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2017 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens, and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Winnebago County works cooperatively with Brown and Outagamie Counties on its single stream recycling program, including education, and collaborated to produce the 2016 Tri-County Recycling Guide; and

WHEREAS the Tri-County Recycling Guide strives to provide comprehensive information on recycling dos and don'ts, 10 steps to recovering recycling, recycling plastic bags, electronics recycling, composting, medication disposal, household hazardous waste management and specific disposal outlets in Winnebago County for sharps, used oil, yard waste and electronics; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of ~~services or the joint exercise of any power or duty required or authorized by law; and~~

WHEREAS each participating RU will maintain a copy of the other above listed RUs cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document,

IT IS THEREFORE AGREED THAT the above listed RUs have and will, distribute and make available to its residents the 2016 Tri-County Recycling Guide, recognizing additional and consistent education will reduce contamination and improve recycling, enabling the processing and marketing of these recyclables in the most efficient, cost effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Revised Date: N/A

Date: May 20, 2016

I.D.: 1517-75-87

Road Name: CTH P/Racine Road Landscaping

Limits:US10/WIS 441 & Racine Road

interchange and Racine Road from 9th to 12th
Street

County: Winnebago

Roadway Length: 1.00 Miles

The signatory city, village, town or county, hereinafter called the Municipality, 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 highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: County P/Racine Road is a four lane Urban Collector with 12' lanes, asphaltic pavement, and curb and gutter. The existing interchange ramp terminal is controlled by a traffic signal. There is also a traffic signal at the Midway Road intersection. The 441 corridor expansion project influences the major side roads and interchanges. Racine Road and the adjacent intersections will be reconstructed to accommodate the corridor improvements.

Proposed Improvement - Nature of work: This project is for landscaping and CSS items only and is located along the below stated improvements that are to be completed under 1517-75-76. Construct a four lane urban section from 9th Street north to 12th Street. The proposed roadway consists of two 12' lanes in each direction with integral curb and gutter. Work includes construction of a roundabout at the ramp terminal as well as a second ramp terminal roundabout to accommodate the westbound/southbound off and on movements for WIS 441. Sign structure supports will be constructed for lane designation. Bicycle and pedestrian accommodations are incorporated into the design. Lighting will be installed along Racine Road.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The Municipality is responsible for costs above and beyond the capped CSS costs as well as 25% of the cost for the masonry wall listed in the below table.

PHASE Construction (Participating):	Total Estimated Cost	ESTIMATED COST			
		Federal / State Funds	%	Municipal Funds	%
Project ID 1517-75-87			100		0
Category 1000 – Roadway Items	\$28,740	\$28,740	100	\$0	0
Category 1100 – Flag pole & Lighting*	\$10,258	\$10,258	100	\$0	0
Category 1400 – Community Sensitive Solutions - Landscaping** Priority 1 capped at \$225,000	\$129,517	\$129,517	100	\$0	0
Priority 2 100% City of Menasha	\$0	\$0	0	\$0	100
Category 4000 – Masonry Wall	\$45,000	\$33,000	75	\$12,000	25
TOTAL COST DISTRIBUTION (without Delivery)	\$213,515	\$201,515		\$12,000	
Construction Delivery (10% of Total)	\$21,352	\$20,152		\$1,200	
TOTAL COST DISTRIBUTION (includes Delivery)	\$234,867	\$221,667		\$13,200	

*There is no municipal cost share for the lighting category since the scope and cost only includes a single light used to illuminate the flag display, not continuous lighting.

** Maintenance and cost share for CSS was previously covered by the Town of Menasha as part of the 1517-75-76 SMA's signed 4-28-15, prior to landscaping scope being pulled into a separate LET project. See attached copy for reference. After further discussion the city of Menasha has agreed to take over maintenance and cost share for CSS as stated in this agreement.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Menasha (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains (not including additional upsizing of storm sewer main requested by Municipality or needed to carry additional municipal storm water), culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Conditioning, if required, and maintenance of detour routes.
 - (i) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk within the project limits at the time of construction. Sidewalk is considered to be new if it’s constructed in a location where it has not existed before.

- (j) Replacement of existing driveways, in kind, necessitated by the project.
 - (k) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (b) Roadway and bridge width in excess of standards.
 - (c) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (d) Parking lane costs.
 - (e) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered outside of State right of way.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
- (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (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) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (e) Coordinate with the responsible party regarding remediation, including locating a suitable local site for storage of contaminated soils from the sanitary sewer and water main excavation which cannot be replaced in the project trenches or roadway excavations and coordinate with the responsible party regarding the disposal of such soils.
 - (f) Coordinate with the Wisconsin Department of Natural Resources regarding the discharge into sanitary sewers of contaminated groundwater originating from dewatering of trench excavations for sanitary sewer and water main.
 - (g) Coordinate with the State on changes to highway access within the project limits.
 - (h) In cooperation with the State, assist with public relations for the project and announcements 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 project.

9. The Municipality agrees to waive any noise ordinances/restrictions pertaining to the construction of the WIS 441 Project, for the duration of the WIS 441 Project.
10. All costs contained in this agreement are estimated costs and include 10% for delivery. Actual construction costs will be based upon as-let bid prices and the final contract quantities required to complete the work.
11. Once the maintenance responsibility of the project has been transferred to the Municipality, the State is released from any and all costs associated with the future maintenance and/or removals of improvements included in the project on right-of-way under local jurisdiction.

Project Specific Terms and Conditions

The Municipality shall at its own cost and expense:

1. General

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
- (b) Maintain all features outside or under the traveled way within the project limits, to include but not limited to parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structures, local lighting, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, medians, and landscaping features and amenities funded by Community Sensitive Solutions (CSS).
- (c) Maintain all sidewalks and multi-use paths constructed with the project. Maintenance includes, but is not limited to, sidewalk repair, snow removal, ice control, repainting/staining of the colored portions and future replacement (other than future highway projects) of the sidewalk, mowing of the grass in the terrace between any roadway and the sidewalk, and between the sidewalk and right-of-way. Maintenance will include all sidewalks around the intersections and on the approaches. Snow removal and ice control will be completed based on municipal policies.

2. Community Sensitive Solutions

- (a) Maintain all Community Sensitive Solutions and/or enhancement funded items within your jurisdictional area of authority including but not limited to:
 - i. Landscaping within the project limits, including trees along the sidewalk, as well as median plantings.
 - ii. Decorative masonry wall
 - iii. Flag display including the luminaire
- (b) The Municipality will be responsible for all maintenance of the decorative masonry wall including structural type repairs as well as non-structural repairs resulting from graffiti, surface deformation, and/or other cosmetic imperfections.

3. Work outside project limits

- (a) None requested

4. Roundabouts:

- a) City of Menasha has agreed to Maintain landscaping features and amenities within the center of the easternmost (northbound/eastbound ramp terminal) roundabout after 2-year maintenance period specified within the construction contract. No additional landscaping or structures will be allowed in the roundabout without prior approval from the Department. No municipality agreed to maintain the westernmost (southbound/westbound ramp terminal) roundabout so basic low maintenance plantings will be installed and will be maintained by the Department.
- b) Maintain all landscaping around the perimeter of the easternmost roundabout and in the vision corners. Landscaping in the vision corners shall not obstruct the vision of drivers and shall be maintained at a height that will ensure a clear line of sight for motorists and pedestrians. No landscaping or structures will be allowed in the vision corners without prior approval from the State.

Public Convenience and Safety

While performing any maintenance activities associated with this agreement, the Municipality shall comply with the following conditions.

- 1. Maintain the safety of the traveling public and control traffic using warnings signs, cones, drums and flaggers consistent with the Manual on Uniform Traffic Control Devices.
- 2. Materials and equipment cannot be stored on the right-of-way.
- 3. The Department shall be notified 7 days prior to erecting any lane closures or lane restrictions.
- 4. Avoid maintenance or lane closures during the peak hours of 6:00-9:00am or 3:00-600pm.

Basis for local participation

Due to the city of Menasha decision to construct a natural stone veneer masonry wall, vs. the Department proposed concrete form liner wall, the city will be responsible for 25% of the cost for the wall.

Estimated masonry wall cost is \$45,000.

Total estimated cost for City of Menasha: \$13,200

LET construction delivery = $45000 * .25 = \$12,000$

Delivery of 10% - $12000 * 0.10 = \$1,200$

[END]