

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**

**June 6, 2011**

**6:40 PM**

**or immediately following the Administration Committee**

**AGENDA**

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. May 16, 2011

D. ACTION ITEMS

1. Change Order – Sam Sommers Concrete; Contract Unit No. 2011-02; New Street Construction-Concrete Curb and Gutter/Concrete Walk; DEDUCT: \$29,284.87
2. Recommendation to Submit Ballot Requesting Winnebago County to Refund the Recycling Revenue Surplus of \$330,887.00 to Signing Municipalities Based upon each Municipality's Actual Tonnage Processed and Sold for Year 2010
3. Recommendation to Enter into Agreement with WisDOT Regarding 2011-2014 Local Bridge Program (Third Street/Brighton Drive Bridge)

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  
May 16, 2011  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 9:25 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner, Klein, Taylor

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Lt. Brunn, DPW Radtke, CDD Keil, Dpty Treasurer Sassman, Clerk Galeazzi and the Press

C. MINUTES TO APPROVE

1. [May 2, 2011](#)

Moved by Ald. Langdon, seconded by Ald. Klein to approve minutes.

Motion carried on voice vote.

D. COMMUNICATIONS

1. [Update on Ribblesdale/Woodland Hills Street Construction Project](#)

DPW Radtke updated the members on the status of the street work in the Ribblesdale and Woodland Hills Subdivisions. The preliminary work has been started by Public Works crews. He explained the type of work and the timeline. Residents will be notified in advance of work to be done.

Lengthy discussion ensued on the installation of sidewalks.

E. ACTION ITEMS

1. [Street Use Permit – 24<sup>th</sup> Annual Marina Steak Fry; Saturday, June 18, 2011; 4:00 PM – 10:00 PM](#)

Chairman Taylor commented that all appropriate departments have approved the street use application.

Moved by Ald. Sevenich, seconded by Ald. Krueger to recommend approval to Common Council.

Motion carried on voice vote.

2. [Street Use Permit – 14<sup>th</sup> Annual Labor Day Corn Roast; Saturday, September 3, 2011; 4:00 PM – 10:00 PM](#)

Chairman Taylor commented that all appropriate departments have approved the street use application.

Moved by Ald. Sevenich, seconded by Ald. Zelinski to recommend approval to Common Council.

Motion carried on voice vote.

3. [Request to Conduct Engineering Study to Revise Channelized Lane Designations at the Washington Street/Nicolet Boulevard Intersection \(Menasha Police Department\)](#)

DPW Radtke explained the Police Department has requested changing the directional lane markings for traffic southbound on Washington Street approaching Nicolet Blvd. The Police Dept. has noticed backups in the straight only lane and confusion on the part of the motorist in the left turn only lane. The request is to remove the requirement to turn left and allow traffic to continue straight onto Commercial Street from both lanes on Washington Street. The engineering study would be conducted by City staff.

Moved by Ald. Langdon, seconded by Ald. Krueger to approve an engineering study.  
Motion carried on voice vote.

4. [Recommendation to Award – Contract Unit No. 2011-02; New Street Construction- Concrete Curb and Gutter/Concrete Walk; Sam Sommers Concrete; \\$138,030.24](#)

DPW Radtke explained competitive bids were received and came in under estimate. If the Board of Public Works would approve this item, staff is requesting a Special Common Council meeting be held to expedite the project because the price of the asphalt is locked in through the month of July. There is a three week space before the next regular Common Council meeting and this could delay the project. When asked about separating the concrete sidewalks from the rest of the contract, DPW Radtke answered the contract should be approved as is with a subsequent change order if desired. CA/HRD Captain explained the available options for dealing with the contract including the possibility of re-bidding the project.

Moved by Ald. Langdon, seconded by Ald. Sevenich to recommend approval to Common Council

Motion carried on roll call 5-3.

Ald. Taylor, Sevenich, Langdon, Englebert, Benner – yes

Ald. Klein, Krueger, Zelinski - no

F. ADJOURNMENT

Moved by Ald. Englebert, seconded by Ald. Klein to adjourn at 10:31p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk



## Memorandum

DATE: June 2, 2011

TO: Board of Public Works

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

RE: Change Order No. 1, Contract Unit No. 2011-02

Attached is a report for Change Order No. 1 for Contract Unit No. 2011-02. This change order removes all contract items associated with sidewalks within the entire project limits. The contractor has asked for additional compensation due to the deletion of approximately 23% of the original contract amount. At this time, we do not have final agreement from the contractor regarding the additional incurred costs. We have applied an additional cost factor of 2.5% which is less than the 8% the contractor is seeking. I hope to have additional information from the contractor available at Monday's meeting.

Enclosure

## CHANGE ORDER

DATE: June 2, 2011

CHANGE ORDER NO: One (1)

**CONTRACTOR:**

**CONTRACT NO:** Unit No. 2011-02

**PROJECT:** New Street Construction Concrete Curb & Gutter/Concrete Walk

You are directed to make the changes noted below in the subject contract unit number.

- I. Delete all contract items associated with concrete sidewalk in entire project area.  
(see enclosed report)

The changes result in the following adjustments:

	CONTRACT-TOTAL	TIME
Prior to this Change Order	<u>\$138,030.24</u>	_____ Days
Adjustments per this Change Order	<u>(\$29,284.87)</u>	_____ Days
Current Contract Status	<u>\$108,745.37</u>	_____ Days

Directed/Authorized  
City of Menasha Department of Public Works  
By: \_\_\_\_\_

Accepted  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Change Order No. 1

City of Menasha Contract Unit No. 2011-02

New Street Construction Concrete Curb & Gutter/Concrete Walk

Sam Sommers Concrete

ITEM	QUANTITY	DESCRIPTION	Original Contract		SW removed completely from Contract		Change Order Amount
			UNIT PRICE	ITEM TOTAL	QUANTITY	UNIT PRICE	
1	9,414	30" Concrete Curb & Gutter/L.F.	\$ 7.26	\$ 68,345.64	9,414	\$ 7.26	\$ 68,345.64
2	165	Remove Existing Concrete Curb & Gutter at Roundabout Island - Replace 4" Sloped Concrete Curb & Gutter (36" Wide)/L.F.	\$ 15.00	\$ 2,475.00	165	\$ 15.00	\$ 2,475.00
3	235	Unclassified Excavation/C.Y.	\$ 8.00	\$ 1,880.00	0	\$ 8.00	\$ (1,880.00)
4	252	Placement of Salvaged Pulverized Material for Sidewalk Construction	\$ 3.00	\$ 756.00	0	\$ 3.00	\$ (756.00)
5	25	Sawcut, Full Depth/L.F.	\$ 5.00	\$ 125.00	25	\$ 5.00	\$ 125.00
6	8,110	4" Concrete Sidewalk/S.F.	\$ 2.85	\$ 23,113.50	0	\$ 2.85	\$ (23,113.50)
7	1,897	6" Concrete Sidewalk/S.F.	\$ 3.50	\$ 6,639.50	0	\$ 3.50	\$ (6,639.50)
8	174	4" Concrete Handicap Ramp (Detectable Warning Field Plates to be Supplied by Others)/S.F.	\$ 3.30	\$ 574.20	0	\$ 3.30	\$ (574.20)
9	22	Utility Adjustment/each	\$ 100.00	\$ 2,200.00	22	\$ 100.00	\$ 2,200.00
10	13	Water Valve Adjustment/each	\$ 50.00	\$ 650.00	13	\$ 50.00	\$ 650.00
11	4,560	No. 4 Epoxy Coated Rebar/L.F.	\$ 0.50	\$ 2,280.00	2,940	\$ 0.50	\$ 1,470.00
12	10,502	Terrace Restoration/S.Y.	\$ 2.20	\$ 23,104.40	11,757	\$ 2.20	\$ 25,865.40
13	410	Colored Stamped Concrete Pavement Traffic Splitter Island/S.F.	\$ 8.20	\$ 3,362.00	410	\$ 8.20	\$ 3,362.00
14	1	Clearing and Grubbing from STA 6+00 to STA 7+86/L.S.	\$ 925.00	\$ 925.00	0	\$ 925.00	\$ (925.00)
15	1	Traffic Control/L.S.	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00
16	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and misc. roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition as required and related to the overall project/L.S.	\$ 1,100.00	\$ 1,100.00	1	\$ 1,100.00	\$ 1,100.00
		<b>Total Contract Amount (Items 1-16)</b>		\$ 138,030.24			\$ 106,093.04
C.O.	1	Additional Cost for Removal of Sidewalk Items (additional 2.5%)	\$ -	\$ -	1	\$ 2,652.33	\$ 2,652.33
		<b>Total Contract Amount (Items 1-16 plus additional)</b>		\$ 138,030.24			\$ 108,745.37
		Change Order No 1 2011-02.xls					



June 2, 2011

Board of Public Works  
City of Menasha  
Menasha, WI 54952

RE: Winnebago County Recycling Surplus Revenue Ballots for 2010 Funds

Members of the Board:

Winnebago County has established the surplus commodity revenue amounts for the 2010 operating year. For 2010, there is surplus revenue of \$330,887, of which the City of Menasha's portion is approximately \$36,130.

The City of Menasha and other Winnebago County participating municipalities are governed by an agreement with Winnebago County relative to the use of surplus revenue from its recycling operations. The decision whether the surplus revenue should be rebated to the signing municipalities or held for future recycling tipping fee stabilization is made by the municipalities representing 70% of the total population of the signing municipalities.

In the past, the City of Menasha has voted to rebate the funds some years and to hold the funds some years. It seems the decision was mainly determined from the City's financial condition at the time and on the amount of the expected rebate. This year, the City is faced with a reduction in the projected recycling grant funds due to the State's reduced level of grant awards for 2011 (see attached information). The City of Menasha will be receiving approximately \$36,000 less than our 2010 award and 2011 Budget amount. Based on that loss of revenue, I recommend the City cast a ballot to refund the recycling revenue surplus of \$330,887 to signing municipalities based upon each municipality's actual tonnage processed and sold for year 2010. Be mindful that the ultimate decision is controlled by the prevailing ballot representing 70% of the total population of the signing municipalities.

Sincerely,

Mark Radtke  
Director of Public Works

Enclosures

M:\word\BPW\letter re Winb Cty recycle surplus revenue ballots 6-2-11.docx

LANDFILL / ADMINISTRATION  
(920) 232-1800  
FOX CITIES  
(920) 727-2884  
FAX (920) 424-1189

100 W. COUNTY RD. Y  
OSHKOSH, WI 54901  
www.co.winnebago.wi.us



## Winnebago County

Solid Waste  
Management Board  
*The Wave of the Future*

SOLID WASTE/RECYCLING  
TRANSFER STATION  
(920) 232-1850  
FOX CITIES  
(920) 727-2896  
FAX (920) 424-4955

LANDFILL GAS FACILITY  
(920) 232-1800  
FAX (920) 424-7761

**DATE:** May 13, 2011  
**TO:** Contracted Responsible Units  
**FROM:** Jennifer Semrau - Recycling Specialist  
**RE:** April 2011 Scale Tickets & Tonnage Report

Enclosed are your recycling scale tickets for the month of April 2011. Check your tickets carefully for any errors and omissions. ***We need to be notified immediately of errors found or missing tickets so that we can correct the records.*** Your tonnage report is also enclosed. Review your ratios, pounds per person and how you compare to other units of similar size.

### Surplus Commodity Revenue Ballot Enclosed

Enclosed you will find the ballot addressing surplus commodity revenue from 2010. As you might recall from our Annual Meeting, commodity markets continue to be strong, so the County has no reason to recommend holding the surplus commodity revenue. Further, we recognize with the Department of Natural Resource's (DNR) decision to cut this year's recycling grants by 40%, municipalities will have budget shortfalls which this money can help address. Please consider this ballot at your next Board or Committee meeting and return to me by **July 15, 2011**. Feel free to contact me at (920) 232-1853 or [jsemrau@co.winnebago.wi.us](mailto:jsemrau@co.winnebago.wi.us) with any questions or concerns.

### City of Neenah Police Dept Launches Second Permanent Med Drop Box in Winnebago Co

On Saturday, April 30, City of Neenah Police Department celebrated the grand opening of their newly installed medication drop box. The box is located in the lobby of the Police Department, 2111 Marathon Ave., Neenah. The box is available for residents to properly dispose of medications 24 hours a day, seven days a week and was made possible by a donation from Morton Pharmacy. The other drop box in Winnebago County, located in Oshkosh, continues to be well utilized. Over 1,400 pounds of medications only (packaging removed) have been collected from the Oshkosh box, since its launch in April, 2010.

### Future of Recycling in the Biennial Budget Continues to be Debated

Winnebago County continues to track and participate in meetings/discussions with Legislators (including key members of the Joint Finance Committee) and the DNR on the future of recycling. While it seems likely due to broad support that recycling mandates will be restored, what level of financial assistance and other changes are still being debated. We continue to fight that the full \$7/ton 'recycling' tip fee surcharge should be used entirely for recycling. I will continue to provide updates as they become available.

**Reminder: Landfill and Transfer Station will be closed on Mon, 5/30 for Memorial Day**

**WINNEBAGO COUNTY  
SIGNING MUNICIPALITY RECYCLING SURPLUS REVENUE BALLOT FOR 2010 FUNDS  
MAY 12, 2011**

**ARTICLE IX  
FURTHER AMENDMENTS**

The County and the Signing Municipalities agree that this initial Agreement may be further amended and/or supplemented by written agreement of both the County and Signing Municipalities representing 70% of the total population of Signing Municipalities.

**ARTICLE VI  
FUNDING**

- B. The County shall have the right to collect any and all revenues from the sale of recycled materials processed by the County under this Agreement.
1. From the time of the County MRF's opening until December 31, 1994, said revenues from Signing Municipalities shall be applied to the cost of construction, purchase and operation for all structures, equipment and personnel required by the County to perform its obligations under the Agreement. In the event that revenues from Signing Municipality processing fees and material sales exceed the cost of program operation, the net profit shall be rebated after year's end to Municipalities signing this Agreement. Rebates shall be based upon each Municipality's actual tonnage processed during that calendar year.
  2. After January 1, 1995 the processing fee per ton shall be set to reflect the anticipated cost of services provided. The County shall hold revenue rebates from Signing Municipality material sold during the year 2010 in the amount of three hundred thirty thousand, eight hundred and eighty-seven dollars (\$330,887.00) for future recycling tipping fee stabilization.

**Please check the appropriate box for your municipality's choice, sign and indicate individual title, date and return this ballot on or before July 15, 2011 (include a copy of your city, town or village resolution or a copy of the municipal board meeting minutes authorizing this vote).**

Winnebago County shall hold the recycling revenue surplus of \$330,887.00 in a fund for future recycling tipping fee stabilization based upon each Municipality's actual tonnage processed and sold for year 2010.

Winnebago County shall refund the recycling revenue surplus of \$330,887.00 to Signing Municipalities based upon each Municipality's actual tonnage processed and sold for year 2010.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed



## Legislative Fiscal Bureau

One East Main, Suite 301 • Madison, WI 53703 • (608) 266-3847 • Fax: (608) 267-6873

April 19, 2011

TO: Members  
Wisconsin Legislature

FROM: Bob Lang, Director

SUBJECT: 2010 and 2011 State Recycling Grants to Municipalities and Counties

This memorandum provides information about state grants provided under the municipal and county recycling grant program. The Department of Natural Resources (DNR) provides grants to responsible units of local government for a portion of eligible costs of operating recycling programs that meet specified criteria. A responsible unit (RU) is the local government that administers a recycling program for a geographic area. It can be a county, town, village, city, Indian tribe, solid waste management commission, or a RU comprised of two or more neighboring municipalities.

The municipal and county recycling grant program is funded from the segregated recycling and renewable energy fund. Responsible units receive a grant equal to the same percentage of the total grant funding as the responsible unit received, or would have received, in 1999.

In 2009-10, \$31,098,100 was appropriated for the program. DNR awarded \$29,294,198 to 1,025 responsible units. DNR awarded \$1.8 million less than the appropriated amount to meet part of DNR's obligation to transfer funds to the state's general fund under deficit reduction requirements of 2009-11 legislation.

In 2010-11, \$32,098,100 is appropriated for the program. On April 14, 2011, DNR notified 1,020 responsible units of preliminary awards totaling \$18,954,000. DNR awarded \$13,144,100 less than the appropriated amount to meet part of DNR's obligation to transfer funds to the state's general fund under deficit reduction requirements of 2009-11 legislation and to maintain a positive balance in the recycling fund. DNR will review and finalize grants and send final grant awards to responsible units by June 1, 2011. Based on DNR receipt of updated information from RUs, some 2011 final grant awards may vary from the preliminary awards shown in the attachment.

The attached table shows the municipal and county recycling grants awarded in 2010 (state

fiscal year 2009-10) and the preliminary awards for 2011 (2010-11). It should be noted that some of the listed responsible units of local government are multiple-member responsible units. For example, the listing for the Village of Albany in Green County represents the designated municipality for a responsible unit comprised of the Village of Albany and the Town of Albany. The Town of Dewey in Rusk County also includes the Town of Big Falls and the Village of Tony. Other multiple-municipality responsible units have names that differ from any of the component municipalities. For example, the Northwest Recycling Board in Wood County is comprised of the Towns of Cameron, Lincoln, Marshfield, Richfield, and Rock in Wood County, and the Town of McMillan in Marathon County.

The Governor's 2011-13 biennial budget bill (SB 27/AB 40) would eliminate the municipal and county recycling grant program, beginning in 2011-12 (calendar year 2012 for local programs). The bill would also repeal the requirement that local governments implement recycling programs. Finally, the bill would modify the 1995 landfill bans on landfilling certain materials (such as aluminum containers, newspaper, corrugated paper, office paper, and glass containers) so that no "individual" may place the banned materials in a container the contents of which will be disposed of in a landfill, converted into fuel, or burned at an incinerator. Currently, no "person" may dispose of the banned materials in a landfill, convert them into fuel, or burn them at an incinerator.

BL/KB/le  
Attachment

<u>County/Municipality</u>	<u>2010 Grant Award</u>	<u>2011 Preliminary Grant Award</u>
<b>Waukesha continued</b>		
Mukwonago, Village	\$34,370	\$22,221
Muskego, City	112,996	73,055
North Prairie, Village	8,347	5,397
Ottawa, Town	4,545	2,938
Sussex, Village	46,847	30,283
Vernon, Town	33,558	21,696
Waukesha County	1,352,034	874,122
<b>Waupaca</b>		
Mukwa, Town	7,309	4,725
Waupaca County	250,859	162,157
Weyauwega, City	5,859	3,788
<b>Waushara</b>		
Waushara County	124,949	80,668
Wild Rose, Village	8,576	5,545
<b>Winnebago</b>		
Algoma, Town	16,624	10,748
Black Wolf, Town	6,426	4,154
Clayton, Town	9,455	6,113
Menasha, City	101,641	65,713
Menasha, Town	84,768	54,804
Neenah, City	302,598	195,638
Neenah, Town	13,180	8,521
Nekimi, Town	3,837	2,481
Nepeuskun, Town	1,117	722
Omro, City	17,035	11,014
Omro, Town	4,196	2,713
Oshkosh, City	340,786	220,328
Oshkosh, Town	14,830	9,588
Poygan, Town	2,814	1,820
Rushford, Town	4,456	2,881
Utica, Town	4,470	2,890
Vinland, Town	4,164	2,692
Winchester, Town	3,119	2,017
Winneconne, Town	10,193	6,590
Winneconne, Village	12,310	7,959
Wolf River, Town	4,844	3,132
<b>Wood</b>		
Arpin, Town	832	538
Arpin, Village	1,769	1,144
Auburndale, Town	980	634
Auburndale, Village	3,749	2,424
Biron, Village	5,118	3,309
Cranmoor, Town	1,050	679
Grand Rapids, Town	17,559	11,353



## Memorandum

DATE: June 1, 2011

TO: Board of Public Works

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

RE: Recommendation to Enter into Agreement with WisDOT Regarding 2011-2014 Local Bridge Program (Third Street/Brighton Drive Bridge)

In 2010, the Engineering Department applied for State of Wisconsin Local Bridge Program Grant funds for the Third Street/Brighton Drive Bridge located immediately east of Jefferson Park. We were recently informed of our success in receiving grant funds for both design and construction for the 2011-2014 funding period. The project will be funded at 80% federal/state dollars and 20% local dollars. Attached is the proposed agreement with the Wisconsin Department of Transportation for the replacement of the Third Street Bridge over the Lake Winnebago Slough.

Originally constructed in 1925, the Third Street Bridge is a 35 foot long single span bridge with numerous defects involving many different components of the structure. The most recent bridge inspection report categorizes the bridge as structurally deficient and functionally obsolete. The proposed improvement will replace the existing structure with a single span structure that is 24 feet wide and 40 feet long. Asphalt approaches will extend 120 feet east and west of the new structure. Because this bridge serves as the only access to the residential area east of the bridge, there will be a need to provide a temporary structure during the construction of the new bridge.

Based on a total engineering and construction cost estimate of \$247,500, the City of Menasha share is \$49,500. We hope to initiate the design engineer selection process this year to allow for bridge design in 2012 and subsequent bridge construction in 2013 or 2014. There are funds included in the 2011 Budget for the City's portion of the design costs. It should be noted that real estate costs and non-participating costs will be funded 100% by the municipality. It is expected there will at least be temporary easements required to construct this bridge so there will be some real estate costs for the City, although they aren't anticipated to be huge relative to the total project cost.

Due to the significant structural deficiency of this bridge, and the ability to utilize federal/state bridge replacement funds, I recommend that authorization be given for the City of Menasha to enter into agreement with the Wisconsin Department of Transportation for the replacement of the Third Street Bridge.

Attachment

M:\word\BPW memo re WisDOT agreement 3rd St Bridge 6-1-11.docx



Division of Transportation  
System Development  
Northeast Regional Office  
944 Vanderperren Way  
Green Bay, WI 54304

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet web site: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (920)492-5643  
Facsimile (FAX): (920)492-5640  
E-mail: [ner.dtsd@dot.wi.gov](mailto:ner.dtsd@dot.wi.gov)

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April 2011

State Municipal Agreement (SMA)  
Local Project

Attached are four copies of the "State/Municipal Agreement". The agreement has been **updated** to remove the capping of the federal funds. This replaces the agreement that was previously sent.

Please sign in **blue** ink, and return 3 signed hard copies to:

Kathleen Drews  
Northeast Region  
944 Vanderperren Way  
Green Bay, WI 54304

The costs in this agreement are estimated costs. Design engineering costs will be based on the actual costs to complete the projects, plus engineering costs to administer the contract. The SMA template has been updated to address new policy information and process.

In order for your project to be eligible for federal funding, specific guidelines must be followed. Please contact Jeff Saxby of Short Elliot Hendrickson (SEH) in the Appleton office. SEH is the Northeast Region Consultant that will help you to begin the design/project bid letting process. His number is: 920-380-2805.

If you have any questions related to the Local program or the SMA's, please contact me at 920-492-5704 or Glenn Landis at 920-492-4110.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen Drews".

Kathleen Drews  
Program Manager  
NE Region – Green Bay



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL BRIDGE  
PROJECT**

**Program Name: Local Bridge  
Sub-program #: 205**

Date: April 20, 2011  
I.D.: 4992-01-00/71  
Road Name: 3<sup>rd</sup> Street  
Bridge ID: P-70-0702  
Location: Lake Winnebago Slough  
Limits: Kargus Drive – Brighton Drive  
County: Winnebago  
Project Length: 0.01 miles  
Facility Owner: City of Menasha  
Project Sponsor: City of Menasha

The signatory, City of Menasha, 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 Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility - Describe and give reason for request:** The existing structure is a single span concrete deck girder bridge. There are numerous cracks in the concrete deck, extensive cracking and delamination of the concrete girders, extensive cracking, delamination and exposed rebar in the wingwalls. The bridge is 22.3 feet wide and 35 feet long and was originally constructed in 1925. The sufficiency rating is 30.1 with an NBI of 3 on the deck and superstructure and 4 on the substructure. The bridge is considered to be both structurally deficient and functionally obsolete with an inventory rating of HS20 and an operating rating of HS35. There are no sidewalks and the structure is not part of a regional bicycle/pedestrian system. This structure serves as the only access for a number of residences in the area.

**Proposed Improvement - Nature of work:** The proposed improvement will replace the existing structure with a single span structure that is 24 feet wide and 40 feet long. The asphalt approaches will extend 120 LF to the east and 120 LF to the west of the new structure. There will be some minor right of way acquisitions and temporary easement required to accommodate the construction of the new bridge. The road will be open during and construction and a temporary structure used to detour traffic.

**Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:**  
None

The Municipality agrees to the following 2011-2014 Local Bridge program project funding conditions:

Project design costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Project construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Real estate costs will be funded 100% by the Municipality. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2014. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2011-2014 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>ID 4992-01-00</b>					
Design	\$60,000	\$48,000	80%	\$12,000	20%
State Review	\$15,000	\$12,000	80%	\$3,000	20%
<b>ID 4992-01-71</b>					
Structure					
Participating Construction	\$125,000	\$100,000	80%	\$25,000	20%
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review	\$18,750	\$15,000	80%	\$3,750	20%
Approach					
Participating Construction	\$25,000	\$20,000	80%	\$5,000	20%
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review	\$3,750	\$3,000	80%	\$750	20%
<b>Total Est. Cost Distribution</b>	<b>\$247,500</b>	<b>\$198,000</b>	<b>N/A</b>	<b>\$49,500</b>	<b>N/A</b>

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: City of Menasha (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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## GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
  - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

## STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2011-2014 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary Engineering and design.
  - j. Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality 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. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2011-2014 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Real estate for the improvement.
  - c. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - d. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - e. Conditioning, if required and maintenance of detour routes.
  - f. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - g. All work related to underground storage tanks and contaminated soils.
  - h. Street and bridge width in excess of standards.
8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
10. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
13. The Municipality will 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. 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.
14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2011-2014 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
15. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
16. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes including snow and ice removal) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate or prohibit parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### **LEGAL RELATIONSHIPS:**

- 18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality'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 Municipality and its sureties; 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 Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 20. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

23. The Municipality agrees to the following 2011-2014 Local Bridge Program project funding conditions:
  - a. ID 4992-01-00: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
  - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
  - c. ID 4992-01-71: Construction:
    - i. Costs for structure and approach reconstruction are funded with 80% federal/state funding, when the Municipality agrees to provide the remaining 20%.,
    - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

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