



## **PUBLIC WORKS COMMISSION MEETING AGENDA**

**TUESDAY, SEPTEMBER 10, 2024 AT 5:30 PM**

**COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING - 106 JONES STREET,  
WATERTOWN, WI 53094**

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**Virtual Meeting Info:** <https://us06web.zoom.us/join> Meeting ID: 225 151 7335 Passcode: 589577 One tap mobile +16469313860

<https://us06web.zoom.us/j/9178580897?pwd=eUOpCUyvIV65zIPMYImMdPU1LVLx5I.1>

All public participants' phones will be muted during the meeting except during the public comment period.

### **1. CALL TO ORDER**

### **2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

*Each individual who would like to address the Committee will be permitted up to three minutes for their comments*

### **3. REVIEW AND APPROVE MINUTES**

A. Public Works Commission minutes from August 13, 2024

B. Public Works Commission & Downtown Main Street Task Force minutes from August 27, 2024

### **4. BUSINESS**

A. Review and take action: Wastewater Department, approve re-issuance of the industrial Wastewater Discharge Permit for Diversey – A Solenis Company

B. Review and approve: 2024 West Street Water Tower painting / rehabilitation project professional services by Strand & Associates

C. Review and take possible action: Sidewalk repair orders for 1408 Duffy St and 716 S Twelfth Street

D. Update; no action needed: WisDOT Transportation Alternatives Program (TAP) Grant for S. Church Street Shared Use Construction Path State Municipal Financial Agreement (SMFA)

E. Update; no action needed: WisDOT Transportation Alternatives Program (TAP) Grant for Bike & Ped Path Network Plan State Municipal Financial Agreement (SMFA)

### **5. ADJOURNMENT**

*Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at [mdunneisen@CityofWatertown.org](mailto:mdunneisen@CityofWatertown.org), phone 920-262-4006*

*A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only*

**City of Watertown  
Public Works Commission Meeting  
August 13, 2024**

**Agenda**

1. Call to Order by Alder Board at 5:30 p.m. Alders Bartz, Wetzel, Smith, and Board present.

Also present Andrew Beyer, Public Works Director; Stacy Winkelman, Operations Manager, DPW; Kristine Butteris, Director Parks and Recreation, and Maureen McBroom, Stormwater Manager

2. Comments and Suggestions from Citizens Present

- A. None

3. Review and Approve Minutes

- A. Public Works Commission minutes from July 23, 2024

- i. Motion by Alder Wetzel, supported by Alder Bartz, to approve minutes as corrected. Motion carried unanimously.

- B. Bike and Pedestrian Task Force Minutes from May 14, 2024

- i. Motion by Alder Smith, supported by Alder Wetzel to accept the minutes as presented. Motion carried unanimously.

4. Business

- A. Review and take possible action: Weed Ordinance Dispute – 118 N. Third Street.

- i. Kristine Butteris presented the issues, noting that the property had changed hands during the time period notices were mailed to the property.

- ii. Motion by Alder Bartz, supported by Alder Smith, to reduce the fee from \$500 to \$250. Motion carried unanimously.

- B. Review and take possible action: S. Tenth Street pavement condition assessment – Western Avenue south to railroad tracks.

- C. Review and take possible action: S. Tenth Street railroad crossing sidewalk condition assessment.

- i. Commissioners agreed to combine item B and C.

- ii. Motion by Alder Smith, supported by Alder Bartz, to add Tenth Street to the mix of the five-year street improvement plans. Motion carried unanimously.

- D. Review and take possible action: Award Bike and Pedestrian Master Plan Project to HKGi for \$99,700 and enter into third-party agreement.

- i. This is a TAP Grant for the Master Plan, 80% cost share by the grant, 20% cost to the city.

- ii. Motion by Alder Smith, seconded by Alder Wetzel, with a positive recommendation by the Bike Task Force, to approve this contract with HKGi for \$99,700 and forward resolution to City Council. Motion carried unanimously.

- E. Update, no action required: South Church Street Shared-Use Path Tap Grant.

- F. Review and take possible action: Sidewalk repair orders for 116 E. Main Street and 214 N. Ninth Street

- i. Motion by Alder Smith, supported by Alder Wetzel, to recommend authorization of these contracts, estimated costs of \$415.80 for 116 E. Main Street and \$878.48 for 214 N. Ninth Street. Motion carried unanimously.
- G. Update, no action required: Tivoli Island Historic Bridge Study
  - i. This is a WISDOT Tap Grant Bridge Study. Two firms have identified an interest in the project.
  - ii. Bridge was initially built in 1886, moved to present location in 1906.
- H. Review and take possible action: E. Main Street Parking between Market Street and Irene Street in conjunction with WISDOT roadway improvement project.
  - i. Project scheduled for 2030.
  - ii. Motion by Alder Smith, seconded by Alder Bartz, to stay with original recommendation with parking on north side of Main Street from Market to Irene for cost savings and the minimal need for parking of the south side. Motion carried unanimously.
- 5. Adjournment
  - A. Motion by Alder Wetzel, seconded by Alder Smith to adjourn. Motion carried unanimously. Meeting closed at 6:20 p.m.

Respectfully submitted by Steve Board, chair.

**City of Watertown**  
**Public Works Commission & Downtown Main Street Task Force Meeting**  
**August 27, 2024**

**Agenda**

1. Call to Order

Alder Board called the Public Works Commission to order at 5:31 p.m. and noted that all members were present.

Strategic Initiatives and Development Coordinator Mason Becker called the Downtown Main Street Task Force to order at 5:31 p.m., and noted a quorum was present.

Downtown Main Street Attendance-

Present: McFarland, Becker, Board, Elias, Hoffman, Grenwald, Beyer, Smith, Moldenhauer.

Virtual: Trego

Absent (excused): Purtell & Wagner

Also present: Steve Porter, WisDot Project Manager; Justin Schuler, raSmith;

Public Works Attendance-

Also present: Andrew Beyer, Public Works Director; Jaynellen Holloway, City Engineer; Peter Hartz, Water Systems Manager; Stacy Winkelman, Operations Manager and Mark Stevens, City Finance Director.

2. Comments and Suggestions from Citizens Present

None were given

3. Business

- A. Review and Take Possible Action: Approve license agreement between city of Watertown and New Cingular Wireless PCS, LLC (AT&T) for equipment located on the O'Connell Water Tower (Cellular Site WT/WI1058).

Motion by Alder Bartz, supported by Commissioner Thompson, to approve the licensing lease agreement between the city of Watertown and New Cingular Wireless PCS, LLC (AT&T) for equipment located n the O'Connell Water Tower, and t forward the resolution to the City Council.

Motion carried unanimously.

- B. Review and Take Possible Action: Fire Statin alternate paving surface.

Motion by Commissioner Thompson, supported by Alder Bartz, to approve the alternate proposal of replacing the asphalt paving with concrete for the added cost of \$287,668.

Motion carried unanimously.

- C. Review and Take Possible Action: Potential changes to downtown one-way streets and curb bump-outs, as part of the 2028 Main Street Reconstruction Project.

Becker introduced and reviewed the history of the Task Force and the status of the bump outs for the 2028 Main Street reconstruction project.

Beyer gave an overview of raSmith's work on evaluating one-way streets in the downtown and why Third St. and Fourth St. are being discussed right now.

Justin Schuler from raSmith gave a presentation on the firms' work on the study so far. The initial traffic counts and patterns within downtown Watertown. The study is happening in two phases; one in 2024, and one in 2025. Discussion followed.

Elias and Porter from WisDOT answered questions.

It is the recommendation that third and fourth streets be changed to two-way traffic.

On behalf of the Main Street Task Force – Motion by Alder Moldenhauer, seconded by Hoffman, to recommend modifying fourth and third streets from one-way to two-way streets at the time of the Main Street Reconstruction Project.

Motion carried unanimously by the Main Street Task Force.

Public Works discussed the recommendation.

Motion by Alder Smith, seconded by Alder Bartz, to support the recommendation of the Main Street Task Force to change Third and Fourth Streets to two-way streets in the downtown at the time of the Main Street Reconstruction Project.

Motion carried unanimously.

- D. Main Street Task Force Adjournment
  - Motion to adjourn the Task Force by Hoffman, seconded by McFarland.
  - Motion carried unanimously.
  - Task Force adjourned at 6:24 p.m.

- E. Review and Take Possible Action: Request for Solid Waste and Recycling Services to N856 N. Water Street for \$19.08/month.

Motion by Alder Wetzel, supported by Commissioner Thompson, to provide solid waste services to N856 N. Water Street for \$19.08/month.

Motion carried unanimously.

#### 4. Adjournment

- A. Motion by Alder Bartz, supported by Commissioner Thompson to adjourn

Motion carried unanimously.

Public Works Commission adjourned at 6:26 p.m.

Respectfully submitted, Steve Board, Chair.



## Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477  
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Board and members of the Public Works Commission  
From: Peter Hartz – Water Systems Manager

September 04, 2024

Re: September 10, 2024, Public Works Commission meeting agenda items

### Water Systems:

1. Review and take action – Wastewater Department, approve re-issuance of the industrial Wastewater Discharge Permit for Diversey – A Solenis Company.

**Background:** Diversey filed for closure of their facility in the end of 2022 and was issued a temporary operational industrial discharge permit that extended past the permit expiration date of June 30, 2023 – to June 30, 2024, with anticipation of a full closure. That did not happen and Diversey is no longer going to be closing and will continue operations in a similar fashion moving forward. Included for review and discussion is the new permit ready for Diversey – A Solenis Company. The current permit expired 07-30-2023. There are no significant changes to the previous permit, the permit term is for 5 years.

**Budget goal:** This aligns with investments and infrastructure planning.

**Financial Impact:** This agreement sets up the wastewater utility for additional revenue for the next 5 years by providing addition funds from wastewater surcharges from Diversey. The surcharges range from \$2,500 - \$5,000 each month; total for 2024 thru July equals \$30,000.

**Recommendation:** I recommend approval of the new industrial pretreatment permit and agreement with Diversey – A Solenis Company.

2. Review and approve - 2024 West Street Water Tower painting / rehabilitation project professional services by Strand & Associates.

**Background:** Strand was hired in 2023 to conduct a thorough inspection of the west street water tower conditions as DNR inspections noted items in need of repair. The tower inspection report was used to set the budget for 2024 to include funds for engineering services needed for the larger rehabilitation based on the inspection report. This agreement provides engineering design, bidding, and construction related services which will include interior and exterior coatings, tank repairs noted and listed by DNR and the inspection report, and tank modifications needed for improvements to the pipe insulation, cathodic protection, mud valve installation, electrical devices and conduits, and a new sampling tap.

**Budget goal:** This aligns with investments and infrastructure planning.

**Financial Impact:** This agreement allows the water utility to move the project forward for construction in 2025 and keeps the drinking water system compliant with DNR regulations for water storage structures. These Engineering related expenses were included in the 2024 budget.

**Recommendation:** I recommend approval of the agreement with Strand Associates.

Thank you for your attention to these matters. Should you have any questions or need further clarification please don't hesitate to reach out to me.

Best regards,  
*Peter Hartz*  
Water Systems Manager

## Wastewater Discharge Permit Application

The undersigned hereby requests a wastewater discharge permit from the City of Watertown, Wisconsin.

Names of User: Brian Truman

Address of User: 316 Hart St Watertown WI, 53094

Authorized Representative of User:

Title of Authorized Representative: Technical / Site Manager

Telephone Number: 920-206-3922

Business Activity: Industrial Cleaning Supplies Chemical Mixing and Packaging

Primary SIC No.: 2842 Specialty Cleaning, Polishing and Sanitation Preparations

The above-named user hereby requests to discharge wastewater into the City of Watertown wastewater facilities at the following location:

316 Hart St

As specified in Chapter 508, Section 508-9 (j)2. of Watertown's Municipal Code, the applicant must include the following information in the permit application:

1. Name, address, and location (if different from the address).
2. SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1971, as amended.  
  
2842 Specialty Cleaning, Polishing and Sanitation
3. Wastewater constituents and characteristics, including but not limited to,

those mentioned in Chapter 508-8 of Watertown's Municipal Code, as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA and contained in 40 CFR, Part 136, as amended.

Northern Lake Services, Inc. provides results of all samples to the City of Watertown taken from Diversey.

4. Time and duration of wastewater contribution.

The Diversey Watertown facility has 2 tanks (7,000 gallon capacity each) that collect the wastewater and are neutralized for pH. When a tank becomes full and has been neutralized, the transfer will be initiated to the City of Watertown.

On average, there are 2 - 3 transfers per day of 7,000 gallons each. There is not any specific time of day, the transfers occur based on the number of washouts and water usage in the plant.

The transfer is bulk dumping compared to continuous flow.

The daily flows are already shared by Brian Truman, Technical/Site Manager, with the City of Watertown on a monthly basis.

5. Average daily and 30-minute peak wastewater flow rates, including daily, monthly, and seasonal variations, if any.

The Diversey Watertown facility transfers 7,000 gallons at a time through a 2" diameter pipe through an open valve. An open valve is used compared to a slow release. The flow in an automatic peak minute is 65 gallons per hour. The pipe is gravity fed.

6. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by size, location and elevation.

All requested documents have been submitted with the application.

7. General description of activities, facilities, and plant processes on the premises, including all materials which are or could be discharged.

The Diversey Watertown location manufactures industrial cleaning products. The processes include mixing and packaging liquid products. Process map and Plant Layout are included with the application. The manufacturing operations were originally scheduled to close in late 2022/early 2023. The closure was cancelled in May 2024 and the site will continue manufacturing.

8. The nature and concentration of any pollutants in the discharge which are limited by Chapter 508 of Watertown's Municipal Code (Chapter 508) and a statement regarding whether or not compliance is being achieved with Chapter 508 on a consistent basis and, if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to comply with Chapter 508.

**Part 1 - APPLICABLE EFFLUENT LIMITATIONS**

**SECTION 1 - City of Watertown Pretreatment Standards**

A. All wastewaters discharged to the City of Watertown Wastewater Treatment Plant (WWTP) shall not exceed the following limitations:

<u>Parameter</u>	<u>Maximum Allowable Concentration (mg/l)</u>
Arsenic	0.15
Cadmium	0.50
Chromium (Total)	2.60
Copper	1.50
Cyanide	2.30
Free Acids and Alkalis -- pH range 5.0 to 9.5 su	10.00
Lead	0.50
Mercury	<0.0002
Molybdenum	0.10
Nickel	3.50
Oil, Grease, Etc. (Hexane Solubles) (4-grab samples)	100.00
Selenium	0.24
Silver	5.00
Zinc	5.00

9. If additional pretreatment and/or operation and maintenance will be required to comply with Chapter 508, the industrial user shall submit the shortest schedule by which the user will provide such additional pretreatment and/or implementation of additional operation and maintenance activities.

a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the industrial user to comply with the requirements of Chapter 508, including, but not limited to dates relating to hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, and all other activities necessary to achieve compliance with Chapter 508.

b. No time increment for any single activity directed toward compliance shall exceed nine (9) months.

c. No later than 14 days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the Superintendent including, as a minimum, whether or not the industrial user complied with the increment of progress to be met on such date and, if not, the date on which the industrial user expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Superintendent.

10. Each product produced by type, amount, process or processes and rate of production.

All requested documents have been submitted with the application.

11. Type and amount of raw materials processed (average and maximum per day).

All requested documents have been submitted with the application.

12. Number of employees and hours of operation of plant and proposed or actual hours of operation of pretreatment system.

The Diversey Watertown location neutralizes the wastewater prior to transfer to the City of Watertown. The maintenance team has an assigned person on the 1st shift that oversees this process. Manufacturing Operations are conducted on one shift (4:00am - 3:00pm). In late 2024 or early 2025 a second shift is planned to be added to accommodate customer requirements. The hours of the updated shift configuration haven't been determined.

In consideration of the granting of this permit, the undersigned agrees:

1. To furnish any additional information relating to the installation or use of the industrial sewer for which this permit is sought as may be requested by the City.
2. To accept and abide by all provisions of Chapter 508 of the Watertown Municipal Code, and of all other pertinent municipal ordinances or regulations that may be adopted in the future.
3. To operate and maintain, in an efficient manner at all times and at no expense to the City, any waster pretreatment facilities, as may be required as a condition of acceptance into the wastewater facilities of the industrial wastes involved.
4. To cooperate at all times with the City and its representatives in the inspecting, sampling, and study of the industrial wastes, and any facilities provided for pretreatment.
5. To notify the City immediately in the event of any accident, or other occurrence that occasions discharge to the wastewater facilities of any wastewater or substances prohibited or not cover by this permit.
6. To furnish with this application a permit fee of \$175.00, as specified in Section 508-9 (8)(a) of Chapter 508 of Watertown's Municipal Code.

Date: 7/19/2024 Signed:   
Brian Truman

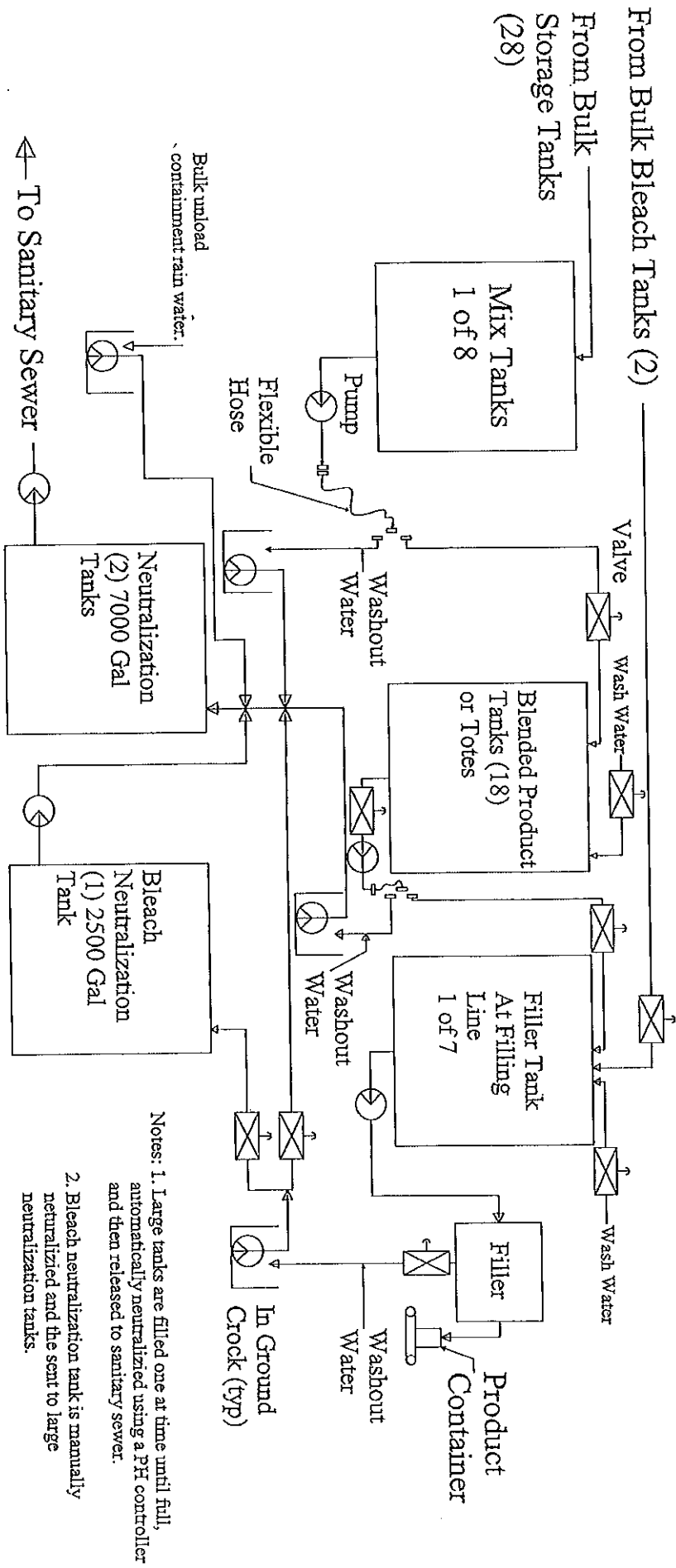
Title: Technical/Site Manager

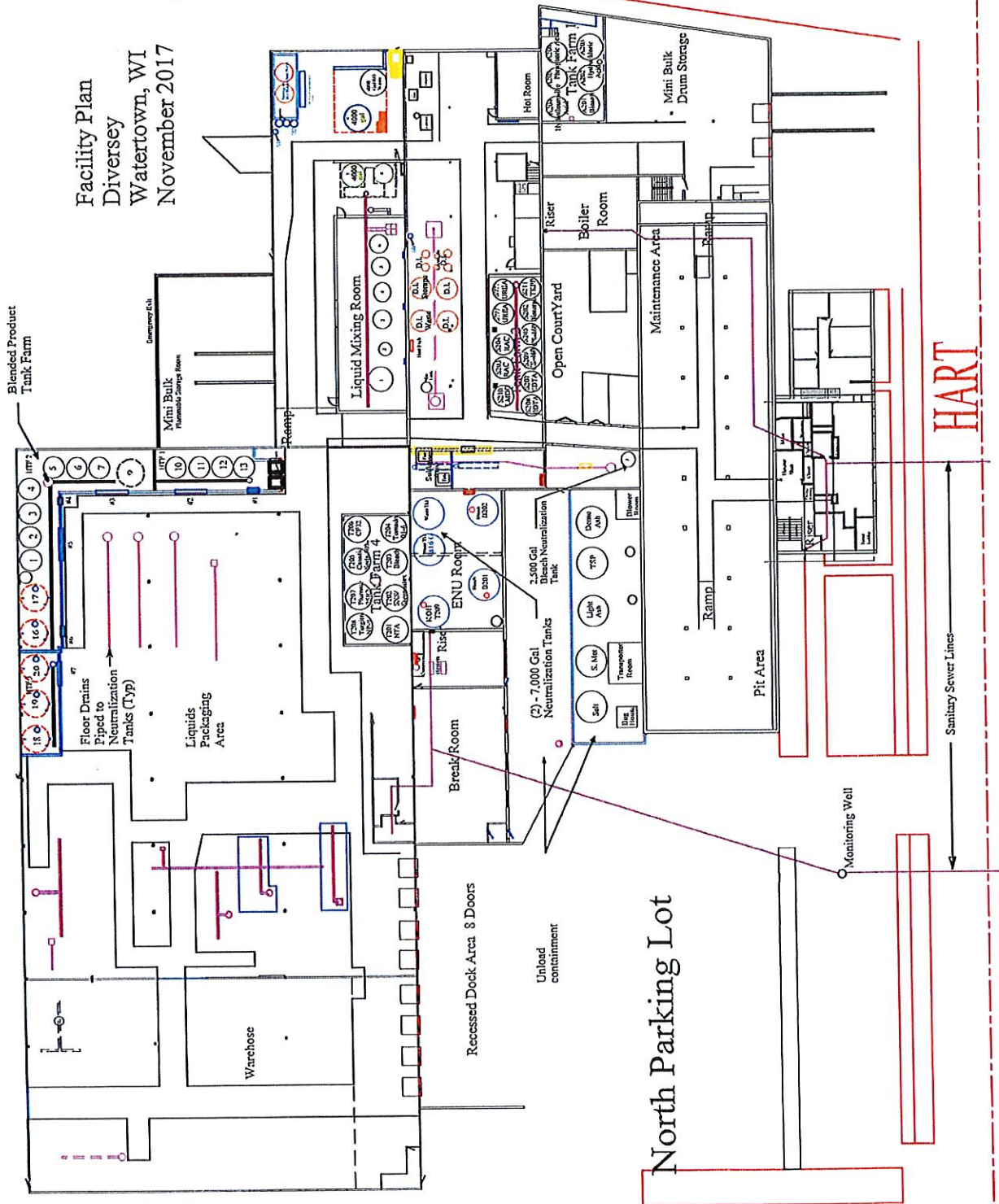
Application approved and permit granted:

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Peter Hartz  
Water Systems Manager

\$ \_\_\_\_\_ permit fee paid.

Wet Process Flow- Process Flow Diagram Diversey Watertown, WI  
November 2017





Facility Plan  
Diversey  
Watertown, WI  
November 2017

Industrial Wastewater Discharge Permit  
No. 0617-03

In compliance with provisions of Chapter 508 of the Municipal Code of Watertown

Diversey Inc., a Solenis Company  
316 Hart St  
Watertown, WI 53098

is hereby authorized to discharge industrial wastewater from the above identified facility into the City of Watertown Sanitary Sewer System in accordance with the effluent limitations, monitoring requirements, and other conditions set forth in this permit.

All discharge authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any substance identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit.

This permit shall become effective on the date of signature and expire at midnight, September 1, 2029.

The terms and conditions of this permit may be subject to modification by the City of Watertown at any time, as limitations or requirements as identified in Chapter 508-8 (D) Municipal Code of Watertown are modified or other just cause exists.

The permittee shall not discharge after the date of expiration. If the permittee wishes to continue to discharge after the expired date, an application shall be filed for re-issuance of this permit in accordance with the requirements of Chapter 508 of the Municipal Code of Watertown, at least 180 days prior to the expiration date.

By:

Peter Hartz  
Watertown Water Systems

Dated this day September 11, 2024.

**Part 1 - APPLICABLE EFFLUENT LIMITATIONS**

**SECTION 1 - City of Watertown Pretreatment Standards**

A. All wastewaters discharged to the City of Watertown Wastewater Treatment Plant (WWTP) shall not exceed the following limitations:

<u>Parameter</u>	<u>Maximum Allowable Concentration (mg/l)</u>
Arsenic	0.15
Cadmium	0.50
Chromium (Total)	2.60
Copper	1.50
Cyanide	2.30
Free Acids and Alkalis – pH range 5.0 to 9.5 su	10.00
Lead	0.50
Mercury	<0.0002
Molybdenum	0.10
Nickel	3.50
Oil, Grease, Etc. (Hexane Solubles) (4-grab samples)	100.00
Selenium	0.24
Silver	5.00
Zinc	5.00

B. The permittee may not discharge any substance which will cause the Wastewater Treatment Plant to violate its WPDES and/or state disposal system permit or the receiving water quality standards.

C. The permittee may not discharge any pollutants, including oxygen demanding pollutants (B.O.D.<sub>5</sub>, etc.), at a flow rate and/or pollutant concentration so as to constitute a slug and/or that which may cause interferences with the Wastewater Treatment Plant.

1. General Prohibitions

- General prohibition against interference: (Wis. Adm. Code NR 211.03 & 211.10)  
No industry may discharge pollutants into a publicly owned treatment works (POTW) which, alone or in conjunction with discharges from other sources, inhibit or disrupt treatment processes or operations; or inhibit or disrupt sludge processes, use, or disposal. Such interference is demonstrated when as a result of the industry(s) discharge the publicly owned treatment works violates any requirements of its discharge permit (including an increase in the magnitude or duration of a violation), or when the publicly owned treatment work's selected method of sludge usage or disposal is limited.
- General prohibition against pass through: (Wis. Adm. Code NR 211.03 & 211.10)  
No industry may discharge pollutants into a publicly owned treatment works which, alone or in conjunction with discharges from other sources, pass through the treatment works into receiving waters in concentrations or quantities which cause a violation of any requirement of the treatment works discharge permit (including an increase in the magnitude or duration of a violation).

- General prohibition against dilution: (Wis. Adm. Code NR 211.10 (4))  
No industry may increase the use of water or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with any pretreatment standard or requirement.
  - General prohibition against pretreatment system bypass: (Wis. Adm. Code NR 211.19)  
No industry may intentionally divert waste streams from any portion of the pretreatment system facility except where bypass is unavoidable to prevent loss of life, personal injury, or severe property damage and there was no feasible alternatives to bypass. Bypasses which are for essential maintenance and which do not cause violations of pretreatment standards may be allowed.
2. Specific Prohibitions – No industry may discharge the following pollutants into a POTW: (Wis. Adm. Code NR 211.10)
- Pollutants which create or contribute to a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21;
  - Pollutants which will cause or contribute to corrosive structural damage to the POTW but in no case discharges with a pH lower than 5.0 unless the POTW is specifically designed to accommodate such discharges;
  - Solid or viscous pollutants in amounts which will cause or contribute to obstruction to the flow in sewers or other interference with the operation of the POTW;
  - Any pollutant, including oxygen demanding pollutants, released in a discharge of such volume or strength as to cause or contribute to interference in the POTW; or
  - Heat in amounts which will inhibit or contribute to the inhibition of biological activity in the POTW treatment plant resulting in interference or causing damage to the POTW, but in no case heat in such quantities that the temperature exceeds 40°C (104°F) at the influent to the POTW treatment plant unless the Department, at the request of the POTW, has approved alternate temperature limits.
  - Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
  - Pollutants which results in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
  - Any trucked or hauled pollutants, except at discharge points designated by the POTW.

- The permittee may not discharge any wastewaters containing fats, wax, grease, petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, whether emulsified or not, in excess of one hundred (100) mg/L or containing substances which may solidify or become viscous at temperatures between thirty-two degrees (32°) Fahrenheit and one hundred forty degrees (140°) Fahrenheit (0° and 60° Centigrade).
- D. In addition, the permittee shall comply with all other applicable regulations and standards contained in Chapter 508 of the Municipal Code of Watertown.
1. Notification of Accidental Discharge
    - In the case of an accidental discharge, it is the responsibility of the permittee to immediately telephone and notifies the City of the incident. During working hours of 7:00 a.m. to 3:00 p.m., call the WWTP at 920-262-4085. After hours, call 920-285-4088 and talk with Peter Hartz. If you cannot talk to him directly email Peter at [phartz@watertownwi.gov](mailto:phartz@watertownwi.gov). The notification shall include location of discharge, type of waste, concentration, and volume. Furthermore, such industrial user shall take immediate action to contain and minimize the accidental discharge to the wastewater facilities and notify the City of the corrective actions. Within five (5) days following an accidental discharge, the industrial user shall submit to the WWTP Water Systems a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar further occurrences. Such notification shall not relieve the user of any expense, loss, damage, or such liability which may be incurred as a result of damage to the wastewater facilities, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.
  2. Notice to Employees
    - A notice shall be permanently posted on the industrial user's bulletin board or other prominent place advising employees who to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause such a dangerous discharge to occur, or who may suffer from such a discharge, are advised of the emergency notification procedure.
- E. Under Section 508-3 (1) of the Municipal Code of Watertown, a surcharge shall be assessed any user discharging wastewater to the Watertown Wastewater Treatment Plant that contains Total B.O.D. in concentrations exceeding 175 mg/L Total Suspended Solids in concentrations exceeding 170 mg/l, Total phosphorus in concentrations exceeding 6 mg/L and Ammonia Nitrogen in concentrations exceeding 25 mg/L. The costs shall be assessed as specified in Section 508-16 (A).

## SECTION 2 - EPA Categorical Pretreatment Standards

The permittee discharges certain wastewaters which also are subject to regulation by the following EPA categorical pretreatment standards:

- A. 40 CFR 403 General Pretreatment Regulations for existing and new sources of pollution.

### SECTION 3 - Specific Applicable Effluent Limitations

Based upon the standards identified in Sections 1 and 2, the applicable effluent limitations for Diversey Sampling Manhole / Outfall 100 are as follows:

#### A. Sampling Manhole / Outfall 100

1. Beginning upon the effective date of this permit and extending to midnight on September 1, 2029, all wastewater discharged to the City of Watertown sanitary sewer system through Sampling Manhole / Outfall 100 shall be subject to the following Target Values. In the event of wastewater treatment plant disruption the City, upon prior notice to the permittee, may enforce the target values as effluent limitations. . However the target values noted below will be used to establish charges to the permittee under the Industrial Surcharge based residential limits in Chapter 508 of the Municipal Code of Watertown.

(Note: weekly average = Sunday to Saturday)

- 5 day B.O.D. (Weekly avg.) 850 pounds of 5 day B.O.D./day
- 5 day B.O.D. (Daily maximum) 1,000 pounds B.O.D./day
- 5 day B.O.D. (Weekly avg.) 175 mg/L of Total B.O.D./day
- Total Suspended Solids (Weekly avg.) 170 mg/L of Total Suspended Solids/day
- Total Phosphorus (Weekly avg.) 6 mg/L
- Ammonia Nitrogen (weekly Avg.) 25 mg/l
- pH (Daily - 5.0 to 9.5)
- Oil & Grease (Hexane Solubles) shall not exceed 100 mg/L

#### Note:

1. Industrial user charges will be based on Monthly discharges.
2. Sampling Manhole / Outfall 100 as designated on the attached schematics is the sampling manhole on the sewer lateral.
3. Samplers will be started Monday morning and continued for 24 hours. The sample will be collected Tuesday - Friday morning and delivered to the Laboratory doing testing in a cooler, and on ice by 8:00 am of collection day or to outside lab for set-up the day sample was taken. If sample can't be delivered by 8:00 am, a call to Watertown Wastewater plant will be made to make other arrangements.
4. If there is a malfunction of sampler the sample dates will be the following day. All sampling date changes will require Diversey to call the City Wastewater Plant and inform them of the change.
5. When a new Parameter is added to the Chapter 508-2 (B) of the Municipal Code of Watertown that Parameter will be added to the permit by addendum and all costs will be charged on as of date signed on Addendum.

Diversey Inc., a Solenis Company  
Permit No. 0617- 03

6. B.O.D stands for Biological Oxygen Demand 5 day Test
7. The permittee may request by letter to the Watertown WWTP a lesser frequency of testing after a pattern of consistent results are achieved. Each request will be reviewed by WWTP personnel and a determination will be made. This is solely the judgment of the WWTP personnel.
8. No visible foam shall be discharged. De-foaming agent will be added to minimize foaming in sewer and Wastewater Treatment Plant.

## **Part 2 - MONITORING AND REPORTING REQUIREMENTS**

### **SECTION 1 - Monitoring Requirements**

- A. Beginning with the signing date of this permit and thereafter, the permittee shall monitor its wastewater discharges from Sampling Manhole / Outfall 100 for the parameters, sampling frequency, and sample types as specified:

<u>Parameter</u>	<u>Units</u>	<u>Sample Frequency*</u>	<u>Sample Type</u>
BOD	mg/L	T,W,Th,F	24 hr. FPC
TSS	mg/L	T,W,Th,F	24 hr. FPC
Total Phosphorus	mg/L	T,W,Th,F	24 hr. FPC
Ammonia Nitrogen	mg/l	T,W,Th,F	24 hr. FPC
BOD	lbs/day	T,W,Th,F	FPC
TSS	lbs/day	T,W,Th,F	FPC
Total Phosphorus	lbs/day	T,W,Th,F	FPC
Ammonia Nitrogen	lbs/day	T,W,Th,F	FPC
pH	S.U.	T,W,Th,F	1 Grab / day
Flow	gal/day		

\*May reduce Daily Sample Frequency with notification by Watertown Water Systems Wastewater Department.

Note:

BOD is 5 day Biological Oxygen Demand, and TSS is Total Suspended Solids  
FPC in sample Type refers to Flow Proportional Composite

- B. Laboratory analysis of samples collected shall be performed in accordance with "Standard Methods for the Examination of Water and Wastewater" as approved in NR 219, with 40 CFR Part 136 Vol. 49, No. 209 of the Federal Code of Regulations dated October 26, 1984 and amendments, thereto. Holding and preservation of collected samples shall be as specified in 40 CFR, part 136 and amendments, thereto.
- C. The City will conduct its own sampling program of the permittee's wastewater discharge. This sampling may or may not take place without formal notification. All sampling will be conducted after Diversey is informed of our presence between 7:00 am and 3:00 pm.

## SECTION 2 - Reporting Requirements

- A. Monitoring results obtained during each week shall be reported to the Wastewater Treatment Plant Assistant Water Systems Manager Wastewater by no later than the 15 days after each week's sampling.
- B. If the permittee monitors any pollutant more frequently than required by this permit, the results of such monitoring shall be submitted to the City's WWTP.
- C. Monitoring reports shall be signed and sworn to by an Authorized Representative, or his designee.
- D. Monitoring reports shall also contain type of sampling (grab or Flow Proportional Composite), time intervals of grab sample, the name of individual(s) who did actual sampling, the names of laboratories if more than one, and the names of individuals who completed the report if different than the principle executive office.

If sampling performed by an industrial user indicates a violation, the user shall notify the Wastewater Facilities within 24 hours of becoming aware of the violation. The permittee shall provide the following information in writing to the Water Systems Manager of the WWTP within five (5) working days of becoming aware of such condition:

- 1. A description of the discharge and cause of the noncompliance; and
  - 2. The exact dates and times of noncompliance; and if not corrected, the anticipated duration of noncompliance, and steps being taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.
- E. Noncompliance reports are required for any discharger who experiences a slug or accidental discharge or experiences an upset in operations which places the discharger in a temporary state of noncompliance with the Wastewater Facilities Ordinance or a wastewater discharge permit issued pursuant hereto. The discharger shall inform the Water Systems Manager thereof immediately of first awareness of the commencement of the slug, accidental discharge or upset. Early notification may enable countermeasures to be taken by the Water Systems Manager to minimize damage to the Wastewater Facilities and the receiving waters. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions. The City may choose to immediately take action pursuant to Chapter 508 Municipal Code of Watertown. Within five (5) days following an accidental discharge, the discharger shall submit to the Water Systems Manager a detailed written report. The report shall specify:
- 1. Description and cause of the upset, slug or accidental discharge, the cause thereof, and the impact on the discharger's compliance status. The description should also include location of discharge, type, concentration and volume of waste.
  - 2. Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur.

3. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such an upset, slug, accidental discharge, or other conditions of noncompliance.
  4. The permittee shall subsequently submit a report containing analytical data demonstrating return to compliance.
- F. The industrial user shall notify the Wastewater Facilities, the EPA Region V Waste Management Division Director, and the DNR Bureau of Solid Waste Management in writing of any discharge into the Wastewater Facilities treatment system of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. The notification of hazardous waste discharge shall be in accordance with Chapter 508-9 (I) 5 of the Municipal Code of Watertown. The industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- G. All reports required by this permit shall be submitted to:
- Wastewater Treatment Plant  
Attention: Peter Hartz Water Systems Manager  
P.O. Box 477  
Watertown, WI 53094

### SECTION 3 - Pretreatment and Monitoring Facilities Compliance Schedule

- A. The permittee shall provide the necessary wastewater pretreatment to comply with target values identified in Part 1, Section 3.

### Part 3 - GENERAL CONDITIONS

In addition to compliance with Parts 1 and 2, this permit is issued conditioned upon compliance with the following general conditions. Violation of any of the permit conditions below, either alone or in conjunction with a violation of Parts 1 or 2 shall be adequate basis for the revocation of this permit.

#### A. Pretreatment Fee Schedule

1. Administrative Fee: \$175/sampling of permittee wastewater discharge.
2. Sampling Charge: \$250/sampling day for 24 hour composite sample and/or \$30/sampling day for grab sample.
3. Laboratory Analysis Charge: Equal to the charges incurred by an outside laboratory, or in house (City of Watertown Lab) time and materials expenses for analysis.
4. Any additional fees: Fee for reviewing accidental discharge procedures and pretreatment construction will be \$300.
5. The above fee schedule may be changed with prior written notification by the City.

## B. Right of Entry

The permittee shall, after reasonable notification by the City of Watertown WWTP, allow the City of Watertown WWTP or its representatives, exhibiting proper credentials and identification, to enter upon the premises of the permittee at all reasonable hours for the purposes of inspection, sampling, or records inspection. Reasonable hours in the context of inspection and sampling include; any time the permittee is operating any process which results in a process wastewater discharge to the City of Watertown WWTP usually between 7:00 am and 3:00 pm.

## C. Record Retention

The permittee shall retain and preserve for no less than three (3) years, any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or in behalf of a user in connection with its discharge. All records, which pertain to matters which are the subject to any enforcement or litigation activities brought by the City of Watertown pursuant hereto, shall be retained and preserved by the user until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

## D. Severability

The provisions of this permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstance, is held invalid; the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

## E. Confidential Information

Except for data determined to be confidential under Chapter 508-9 (M) of the Municipal Code of Watertown, all reports required by this permit shall be available for public inspection at the Watertown WWTP.

## F. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

1. The exact place, date, and time of sampling;
2. The dates the analyses were performed;
3. The person(s) who perform the analyses;
4. The analytical techniques or methods used; and
5. The results of all required analyses.

## G. Falsifying Information

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, may result in punishment under the criminal laws of Wisconsin as well as being subjected to civil penalties and relief.

#### H. Modifications or Revision of Permit

1. The terms and conditions of this permit may be subject to modification by the City at any time as limitations or requirements as identified in Chapter 508-8 (D) 1 of the Municipal Code of Watertown are modified or other just cause exists.
2. This permit may also be modified to incorporate special conditions resulting from the issuance of a special order.
3. Any modification which results in new conditions in the permit shall include a reasonable time schedule for compliance, if necessary.

#### I. Dilution

No permittee shall ever increase the use of process water or, in any way; attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the categorical pretreatment standards, or in any other pollutant-specified limitation developed by the City or State. (Comment: Blending may be an acceptable means of complying with some of the prohibition set forth in subsection 508-8 (C) of the Municipal Code of Watertown e.g. pH prohibition). The Wastewater Facilities may impose mass limitations on industrial users which are suspected of using dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations is appropriate.

#### J. Notification of Changed Discharge

All industrial users shall promptly notify the Wastewater Facilities in advance of any change in its industrial operations which may have an effect upon the waste and wastewaters generated or any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the industrial user has submitted initial notification pursuant to Chapter 508-9 (J) 7 (c). In such event, the Wastewater Facilities may add to, change, or modify the conditions of the permit in accordance with Chapter 508-8 (J) of the Municipal Code of Watertown.

#### K. Proper Disposal of Pretreatment Sludge

The disposal of sludge generated within wastewater pretreatment systems shall be done in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act.

#### L. Operating Upsets

Any permittee that experiences an upset in operations that places the permittee in a temporary state of noncompliance with the provisions of either this permit or Chapter 508 of the Municipal Code of Watertown, shall inform the City immediately of the first awareness of the commencement of the upsets in accordance with requirements in Chapter 508-9 (J) 2 of the Municipal Code of Watertown.

#### M. Slug Discharge Control Plan

The Wastewater Facilities will evaluate at least once every two years whether each significant industrial user needs a plan to control slug discharges. If the Wastewater Facilities determines that a slug control plan is needed, the plan shall be developed in accordance with the requirements contained in Chapter 508-10 (A) of the Municipal Code of Watertown.

#### N. Publication of Noncompliance

A list of industrial users which, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment requirements shall be annually published in the local newspaper. The notification shall also summarize any enforcement actions taken against the user during the same 12 month period. Details on the criteria for a significant violator are covered in Chapter 508-10 (A) of the Municipal Code of Watertown. For Industries not part of Federal Pretreatment requirements and only issued permit to enforce the Municipal Code of Watertown Chapter 508 as it relates to Industrial cost recovery, will not be published in paper for those violations. Unless violation is so egregious that notification is required. This will be decided by Watertown WWTP personnel.

#### O. Civil and Criminal Penalties

Any user of Wastewater Treatment Plant and collection system who is found to have violated an order of the Public Works Committee or who willfully or negligently failed to comply with any provisions of Chapter 508 of Municipal Code of Watertown, and orders, rules, regulations and permits issued hereunder, shall be subject to fines as established in Chapter 508-10 (E) of the Municipal Code of Watertown.

#### P. Permit Transfer

Wastewater discharge permits are issued to a specified industrial user for a specified operation. A wastewater discharge permit shall not be reassigned, transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the City. Any succeeding owner or user shall comply also with the terms and conditions of the existing permit.

#### Q. Signatory Requirements

All reports required by this permit shall be signed by a principal executive officer of the permittee, or his designee.

#### R. Reporting Address

All reports required by this permit shall be submitted to Watertown Water Systems at the following address:

Watertown Water Systems  
Attention: Water Systems Manager  
P.O. Box 477  
Watertown, WI 53094



## Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477  
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Chairman Board and members of the Public Works Commission  
From: Peter Hartz – Water Systems Manager

September 04, 2024

Re: September 10, 2024, Public Works Commission meeting agenda items

### Water Systems:

1. Review and take action – Wastewater Department, approve re-issuance of the industrial Wastewater Discharge Permit for Diversey – A Solenis Company.

**Background:** Diversey filed for closure of their facility in the end of 2022 and was issued a temporary operational industrial discharge permit that extended past the permit expiration date of June 30, 2023 – to June 30, 2024, with anticipation of a full closure. That did not happen and Diversey is no longer going to be closing and will continue operations in a similar fashion moving forward. Included for review and discussion is the new permit ready for Diversey – A Solenis Company. The current permit expired 07-30-2023. There are no significant changes to the previous permit, the permit term is for 5 years.

**Budget goal:** This aligns with investments and infrastructure planning.

**Financial Impact:** This agreement sets up the wastewater utility for additional revenue for the next 5 years by providing addition funds from wastewater surcharges from Diversey. The surcharges range from \$2,500 - \$5,000 each month; total for 2024 thru July equals \$30,000.

**Recommendation:** I recommend approval of the new industrial pretreatment permit and agreement with Diversey – A Solenis Company.

2. Review and approve - 2024 West Street Water Tower painting / rehabilitation project professional services by Strand & Associates.

**Background:** Strand was hired in 2023 to conduct a thorough inspection of the west street water tower conditions as DNR inspections noted items in need of repair. The tower inspection report was used to set the budget for 2024 to include funds for engineering services needed for the larger rehabilitation based on the inspection report. This agreement provides engineering design, bidding, and construction related services which will include interior and exterior coatings, tank repairs noted and listed by DNR and the inspection report, and tank modifications needed for improvements to the pipe insulation, cathodic protection, mud valve installation, electrical devices and conduits, and a new sampling tap.

**Budget goal:** This aligns with investments and infrastructure planning.

**Financial Impact:** This agreement allows the water utility to move the project forward for construction in 2025 and keeps the drinking water system compliant with DNR regulations for water storage structures. These Engineering related expenses were included in the 2024 budget.

**Recommendation:** I recommend approval of the agreement with Strand Associates.

Thank you for your attention to these matters. Should you have any questions or need further clarification please don't hesitate to reach out to me.

Best regards,  
*Peter Hartz*  
Water Systems Manager

Task Order No. 24-02  
City of Watertown, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated July 2, 2020

**Project Information**

Project Name: Watertown Elevated Tank Rehabilitation

Services Description: Provide engineering design, bidding-, and construction-related services for the repaint of the 500,000 gallon elevated tank. Design services are anticipated to include design of the following:

1. Coatings replacement: Full replacement of exterior and interior wet coating including construction containment, interior dry coatings spot preparation and recoating, and valve room piping coating replacement.
2. Miscellaneous tank repairs: Tank steel spot repairs, tank base plate regrouting, tank vent replacement, replacement of expansion joints, and replacement of portions of the tank ladder.
3. Furnish and install the following tank modifications: Aluminum cladding pipe insulation, cathodic protection device, mud valve, conduits to support electrical devices, and chlorine tap.

**Scope of Services**

ENGINEER will provide the following services to OWNER.

Design Services

1. Participate in a kickoff meeting to review the *2023 Tank Observation Reports* previously prepared by ENGINEER for the tank and review the anticipated scope of work for the construction contract.
2. Prepare 50 percent Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings and provide to OWNER for review.
3. Prepare up to three tank renderings using an OWNER-provided logo.
4. Attend an in-person 50 percent design level meeting for OWNER's review of the draft Bidding Documents. Address OWNER comments and revise Bidding Documents, as appropriate.
5. Prepare a prebid opinion of probable construction cost for the project at 90 percent for OWNER's review.
6. Attend a virtual 90 percent design level meeting for OWNER's review of draft Bidding Documents.

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City of Watertown  
Task Order No. 24-02  
Page 2  
August 22, 2024

7. Finalize Bidding Documents and submit to the Wisconsin Department of Natural Resources (WDNR) for review.

#### Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com).
2. Prepare addenda and answer questions during bidding, if needed.
3. Attend virtual bid opening, tabulate and analyze bid results, and assist OWNER in the award of the construction contract including letter of award recommendation.
4. Prepare two sets of Contract Documents for signature.

#### Construction-Related Services

1. Conduct one combined preconstruction and prepainting meeting. Conduct one construction progress meeting anticipated to occur prior to substantial completion. Prepare and distribute meeting minutes to attendees.
2. Review up to three iterations of each shop drawing submittal.
3. Review and respond to requests for information from OWNER and contractor.
4. Review contractor's construction progress schedules.
5. Review and process payment requests.
6. Review contractor-provided record drawings.
7. Provide a resident project representative to conduct site visits (anticipated at five hours per visit) to observe the contractor's progress at the site. The following site visits (25 scheduled visits) are anticipated.
  - a. Fifteen visits are anticipated to observe the exterior surface preparation and coatings.
  - b. Six visits are anticipated to observe the interior wet surface preparation and coatings.
  - c. Two visits are anticipated to observe the interior dry surface preparation and coatings.
  - d. Two visits are anticipated to observe the miscellaneous welding and repairs.
8. Provide one site visit to prepare a list of items to be completed or corrected, preliminary certificate of substantial completion, and a certificate of substantial completion.
9. Assist in project closeout.

City of Watertown  
Task Order No. 24-02  
Page 3  
August 22, 2024

WDNR Five-Year Reservoir Observation Services

Provide a letter to WDNR summarizing work completed along with a photolog and WDNR's Water Storage Facility Inspection Report Form 3300-248.

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee not to exceed \$63,800.

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated the week of August 26, 2024. Services are scheduled for completion on September 30, 2025.

**OWNER's Responsibilities**

In addition to those responsibilities provided in the Agreement for Technical Services, OWNER shall:

1. Drain the elevated tank to accommodate design and construction.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WATERTOWN

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emily McFarland  
Mayor

\_\_\_\_\_  
Date



**Strand Associates, Inc.®**  
 910 West Wingra Drive  
 Madison, WI 53715  
 (P) 608.251.4843  
 www.strand.com

**AMENDMENT NO. 1 TO  
 AGREEMENT FOR TECHNICAL SERVICES**

**CITY OF WATERTOWN  
 AND  
 STRAND ASSOCIATES, INC.®**

This is Amendment No. 1 to the July 2, 2020, Agreement between City of Watertown, Wisconsin (OWNER) and Strand Associates, Inc.® (ENGINEER) for Technical Services.

Under **Schedule**, CHANGE two years to “five years.”

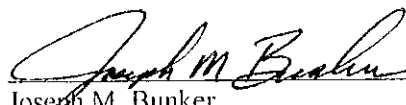
IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.


ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WATERTOWN

 9/7/22  
 Joseph M. Bunker                      Date  
 Corporate Secretary

 8/30/22  
 Emily McFarland                      Date  
 Mayor

Task Order No. 24-01  
City of Watertown, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated July 2, 2020

## Project Information

Services Name: Allerman and Concord Sanitary Sewer Lift Stations Preliminary Engineering Report

Services Description: Preparation of a Preliminary Engineering Report for the Allerman and Concord Lift Stations to include a description of the project, relevant background information, description of environmental design issues, collection system modeling updates, lift station location and layout alternatives, force main route alternatives, and opinion of probable construction costs (OPCC) for each alternative.

## Scope of Services

ENGINEER will provide the following services to OWNER:

1. Review existing drawings and reports provided by OWNER to obtain background information for the Allerman and Concord lift stations.
2. Conduct a site visit to the Allerman and Concord lift stations to review existing lift station interior and exterior conditions.
3. Review the potential future sewer services area and anticipated land use for the Allerman and Concord lift stations with OWNER. Calculate the anticipated 20-year lift station and force main capacities and sizes based on the OWNER-provided service area and land uses.
4. Review the existing sanitary sewer system performance using the calibrated sewer system model previously prepared by ENGINEER.
5. Prepare up to two conceptual layouts for the Allerman lift station including rehabilitation of the existing station and a new lift station. Provide preliminary plan and section drawing for each alternative.
6. Prepare up to three conceptual force main layout and preliminary plan drawings for the Allerman lift station force main using existing geographical information system data provided by OWNER.
7. Prepare an OPCC for the Allerman lift station and force main alternatives.
8. Meet with OWNER to discuss estimated flows, conceptual lift station and force main alternatives, and OPCC.

City of Watertown  
Task Order No. 24-01  
Page 2  
January 10, 2024

9. Prepare an Engineering Report for the Allerman lift station to summarize the results of the study. The Engineering Report will be formatted in accordance with the Wisconsin Department of Natural Resources (WDNR) Clean Water Fund program standards and will include the following items:
  - a. A review and summary of prior studies and reports related to the potential lift station and summary of existing facilities including age, capacity, and limitations.
  - b. A summary of the characteristics of the 20-year and ultimate service area to the potential lift station. Discussion of estimated 20-year and ultimate wastewater flow rates to the potential lift station.
  - c. A description and preliminary drawings of the lift station location and layout alternatives and force main route, including a summary of the OPCCs for each.
  - d. Documentation and review of potential environmental design considerations at the potential lift station site and along the force main routes, review of existing easement and property ownership, and discussion of potential funding opportunities.
10. Meet with OWNER to discuss the draft Engineering Report. Incorporate OWNER's comments, as appropriate, into the final report.
11. Submit the final Engineering Report to WDNR for approval.

#### Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee not to exceed \$46,000.

#### Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of January 8, 2024. Services are scheduled for completion on May 1, 2024.

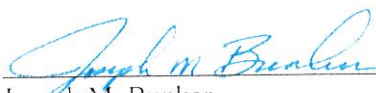
#### TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:


OWNER:

STRAND ASSOCIATES, INC.<sup>®</sup>

CITY OF WATERTOWN

  
Joseph M. Bunker  
Corporate Secretary

1/18/24  
Date

  
Peter Hartz, Manager  
Water and Wastewater Utilities

Date



Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53713  
(608) 251-4343

## AGREEMENT FOR TECHNICAL SERVICES

### CITY OF WATERTOWN AND STRAND ASSOCIATES, INC.<sup>®</sup>

This Agreement is made and entered into this 2nd day of July, 2020 between the City of Watertown, Wisconsin, hereinafter referred to as OWNER, located at 106 Jones Street (P.O. Box 477), Watertown, Wisconsin 53094, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

#### Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 20-01.

#### Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
5. Drawings and Specifications: Final design services including drawings and specifications.
6. Flood Studies: Any services involved in performing flood and floodway studies.
7. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.

City of Watertown  
Page 3  
June 22, 2020

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
9. Pay all permit and plan review fees payable to regulatory agencies.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

City of Watertown  
Page 5  
June 22, 2020

### Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

### Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

### Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

### Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

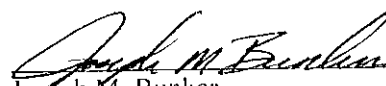
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

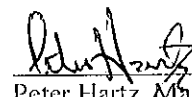
OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WATERTOWN

  
Joseph M. Bunker  
Corporate Secretary

7/2/2020  
Date

  
Peter Hartz, Manager  
Water and Wastewater Utilities

June 29, 2020  
Date

# MEMO

## Engineering Division of the Public Works Department

To: Alderperson Board and Commission Members

From: Andrew M. Beyer, P.E.

Date: August 28, 2024

Subject: Public Works Commission Meeting of September 10, 2024

### Background

Agenda Item:

Review and take possible action: Sidewalk repair orders for 1408 Duffy St and 716 S Twelfth St

#### BACKGROUND:

The Sidewalk Repair Notice for 1408 Duffy Street was prepared at the property owner's request and the Sidewalk Repair Notice for 716 S Twelfth Street was prepared due to the sidewalk heaving and cracking.

Site Address	Estimated cost not to exceed
1408 Duffy St	\$656.50
214 S Twelfth St	\$1,003.28

Repair inspection reports for each property with detailed estimate of cost to repair sidewalk and photos are attached. Property owners who receive sidewalk repair notices have three options on how to move forward with the repair:

1. City contractor to complete repair. Property owner is invoiced following completion.
2. Property owner can hire their own contractor to replace sidewalk to city specifications.
3. Property owner can replace sidewalk to city specifications.

The Engineering Division is seeking approval to send letters via certified mail per Wisconsin State Statute noticing the property owners to repair sidewalk.

Attachments:

1408 Duffy St Repair Notice

716 S Twelfth St Repair Notice

# MEMO

## Budget Goal

This aligns with Budget Goal #5.

## Financial Impact

If the City performs the work under the annual sidewalk program, there are sufficient funds in the 2024 budget to cover the costs if the work is performed under the City's contract.

## Recommendation

Understanding that there is sufficient funding for the City's contractor to perform the work, if that is the option the property owner takes, Engineering Division recommends the Public Works Commission approve 1408 Duffy Street and 716 S. Twelfth Street property owners be sent letters to repair their respective sidewalks.

## 2024 Operational Goals

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Supports employee retention and growth, and also works to address critical staffing areas
3. Invests in the assessment, strategic planning and maintenance of our city buildings
4. Promotes and fosters innovative approaches for community development and growth
5. Maintains a safe and healthy community, and expands community education on safety and health



## ENGINEERING DIVISION

Andrew Beyer, P.E.  
920.262.4050

Maureen McBroom, ENV SP  
920.206-4264

Ritchie

Section 4, Item C.

920.262.4034

Christopher Newberry  
920-390-3164

Administrative Assistant  
Wanda Fredrick 920.262.4060

September 11, 2024

TJW Plant10 LLC  
6103 N 76<sup>th</sup> Street  
Milwaukee, WI 53218

TAX PARCEL NUMBER: 291-0815-0911-001

Re: Sidewalk at 716 S TWELFTH STREET, Watertown, WI

Dear PROPERTY OWNER:

Our department has received a complaint concerning the condition of the sidewalk abutting your property at **716 S TWELFTH STREET**. Your property has been inspected and the marked sections of sidewalk **along S. Twelfth Street** have been found to be a hazard and are in need of replacement.

According to City Code 457-3(A), the maintenance of the sidewalk is the responsibility of the abutting property owner.

By order of the Watertown Public Works Commission and affirmed by the Watertown Common Council, you are hereby notified to replace all marked sections of sidewalk according to City specifications.

You, as property owner, may:

- 1) Replace the sidewalk yourself, according to City specifications.
- 2) Hire your own sidewalk contractor to replace the sidewalk.
- 3) Have the City contractor complete the work for you at the prices listed on the enclosed estimate.

A permit is required for this sidewalk replacement. It can be obtained at the Engineering Department in the Municipal Building. There is no charge for this permit.

You have until **October 10, 2024** to repair this sidewalk. If, after this date the sidewalk is not replaced, a contractor hired by the City, shall repair the sidewalk and you will be invoiced for the cost. Any costs less than \$300.00 shall be paid in full sixty (60) days from billing date. Costs between \$300.00 and \$1,000.00 are due in full one (1) year after billing date. Costs greater than \$1,000.00 are due in two (2) equal annual payments; the first of which is due one (1) year from billing date and the second is due two (2) years from billing date. Unless previously paid, the costs will be collected as a special tax against the property.

Your sidewalk repair may need a Tree Protection Permit during Construction if adjacent to a city tree. Those permits are also issued at the Engineering Department in the Municipal Building. There is no charge for this permit.

Please advise us before **October 2, 2024** of which method you plan to repair this sidewalk.

Thank you for your cooperation in this matter.

Sincerely,

*Ritchie Piltz*

Ritchie Piltz  
Engineering Project Manager

Enclosure

Via Certified Mail

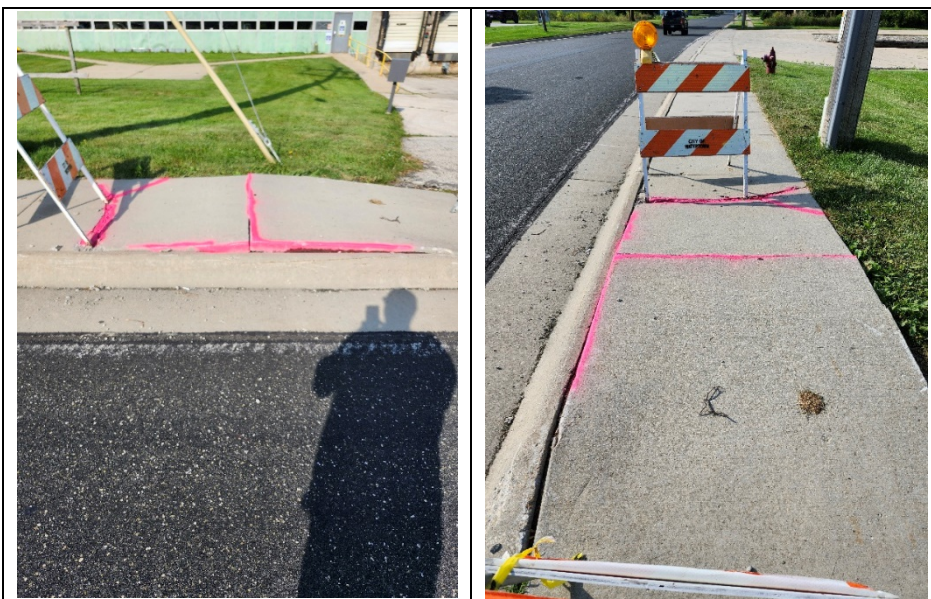
**CITY CONTRACT PRICES**  
(Estimated Costs Only)

Estimate for: 716 S TWELFTH STREET

Remove existing concrete sidewalk: (4"):	61.74	Sq. ft. @	\$3.00/ Sq. ft. =	\$185.22
Remove existing concrete sidewalk (6"):		Sq. ft. @	\$3.00/ Sq. ft. =	
Construct miscellaneous concrete sidewalk (4"):	61.74	Sq. ft. @	\$13.25/ Sq. ft. =	\$818.06
Construct miscellaneous concrete sidewalk: (6"):		Sq. ft. @	\$13.25/ Sq. ft. =	
<b>REPLACEMENT ESTIMATED TOTAL AMOUNT</b>				<b>\$1,003.28</b>

**NOTE: THIS IS ONLY A NOTICE. THIS IS NOT A BILL.**

**IMPORTANT: THIS NOTICE SHALL ACCOMPANY TRANSFER OF PROPERTY**





## ENGINEERING DIVISION

Andrew Beyer, P.E.  
920.262.4050

Maureen McBroom, ENV SP  
920.206-4264

Ritchie

Section 4, Item C.

920.262.4034

Christopher Newberry  
920-390-3164

Administrative Assistant  
Wanda Fredrick 920.262.4060

September 11, 2024

Scott & Jennifer M. Stafford  
1408 Duffy Street  
Watertown, WI 53094

TAX PARCEL NUMBER: 291-0815-0323-006

Re: Sidewalk at 1408 DUFFY STREET, Watertown, WI

Dear PROPERTY OWNER:

Our department has received a complaint concerning the condition of the sidewalk abutting your property at **1408 DUFFY STREET**. Your property has been inspected and the marked sections of sidewalk **along Duffy Street** have been found to be a hazard and are in need of replacement.

According to City Code 457-3(A), the maintenance of the sidewalk is the responsibility of the abutting property owner.

By order of the Watertown Public Works Commission and affirmed by the Watertown Common Council, you are hereby notified to replace all marked sections of sidewalk according to City specifications.

You, as property owner, may:

- 1) Replace the sidewalk yourself, according to City specifications.
- 2) Hire your own sidewalk contractor to replace the sidewalk.
- 3) Have the City contractor complete the work for you at the prices listed on the enclosed estimate.

A permit is required for this sidewalk replacement. It can be obtained at the Engineering Department in the Municipal Building. There is no charge for this permit.

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Your sidewalk repair may need a Tree Protection Permit during Construction if adjacent to a city tree. Those permits are also issued at the Engineering Department in the Municipal Building. There is no charge for this permit.

Please advise us before **October 2, 2024** of which method you plan to repair this sidewalk.

Thank you for your cooperation in this matter.

Sincerely,

*Ritchie Piltz*

Ritchie Piltz  
Engineering Project Manager

Enclosure

Via Certified Mail

**CITY CONTRACT PRICES**  
(Estimated Costs Only)

Estimate for: 1408 DUFFY STREET

Remove existing concrete sidewalk: (4"):	40.4	Sq. ft. @	\$3.00/ Sq. ft. =	\$121.20
Remove existing concrete sidewalk (6"):		Sq. ft. @	\$3.00/ Sq. ft. =	
Construct miscellaneous concrete sidewalk (4"):	40.4	Sq. ft. @	\$13.25/ Sq. ft. =	\$535.30
Construct miscellaneous concrete sidewalk: (6"):		Sq. ft. @	\$13.25/ Sq. ft. =	
<b>REPLACEMENT ESTIMATED TOTAL AMOUNT</b>				<b>\$656.50</b>

**NOTE: THIS IS ONLY A NOTICE. THIS IS NOT A BILL.**

**IMPORTANT: THIS NOTICE SHALL ACCOMPANY TRANSFER OF PROPERTY**



# MEMO

## Engineering Division of the Public Works Department

To: Alderperson Board and Commission Members

From: Andrew Beyer, P.E.

Date: September 4, 2024

Subject: Public Works Commission Agenda Narrative for September 10, 2024

### Background

Agenda Item:

Update; no action needed: WisDOT Transportation Alternatives Program (TAP) Grant for S. Church Street Shared Use Construction Path State Municipal Financial Agreement (SMFA)

#### BACKGROUND

At the August 12, 2024, Finance Committee meeting, Engineering Division presented a summary of successful grant project submittals that resulted in partial project funding. One of the successful grant projects was:

<b><u>Awarded Grant</u></b>	<b><u>Project</u></b>	<b><u>Grant Period</u></b>	<b><u>Award</u></b>
Transportation Alternatives Program (TAP)	S. Church Street Shared-use Path Construction	2024-2028	\$1,213,256

To continue to move this project forward requires the City enter into a State Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT). This item was presented at the September 9, 2024, Finance Committee meeting and is brought to Public Works Commission as an update. Attached is a copy of the SMFA, and a draft resolution for your review.

Attachments:

- SMFA
- Draft resolution

# MEMO

## Budget Goal

2024 Operation Goals #1, #4, & #5.

## Financial Impact

Funding for design and construction will be placed in future annual budgets.

## Recommendation

This item was presented at the September 9, 2024, Finance Committee meeting and is brought to Public Works Commission as an update.

## 2024 Operational Goals

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Supports employee retention and growth, and also works to address critical staffing areas
3. Invests in the assessment, strategic planning and maintenance of our city buildings
4. Promotes and fosters innovative approaches for community development and growth
5. Maintains a safe and healthy community, and expands community education on safety and health

 <div><b>STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT</b></div> <div>Subprogram #: 290 Program Name: TAP</div>	<div>Date: <b>August 19, 2024</b> I.D.: <b>3997-03-04/74</b> WisDOT UEI #: <b>CBE4JHP1S8H7</b> Project Sponsor UEI #: <b>TBD</b> FAIN ID: <b>Federal Award Identification Number (TBD)</b> Project Title: <b>C Watertown, Shared Use Path</b> Location/Limit: <b>Jefferson Rd to Air Park Dr</b> Project Length (if applicable): Project Sponsor: <b>City of Watertown</b> County: <b>Jefferson</b> MPO Area (if applicable): <b>N/A</b></div>
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The signatory, the **City of Watertown**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State or WisDOT, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. 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 and Proposed Improvement - **The proposed path will connect residential areas schools with on-campus housing along Main Street to large retail, medical and employment areas south of the airport. The proposed path will connect with the Air Park Drive shared-use path, connecting multi-family housing with downtown Watertown employment, parks, schools and the Public Library. Bicyclists using the Glacial River Trail will now have a safe connection to reach employment and other opportunities along the S. Church Street corridor and along the Downtown Main Street area. This route has been a Task Force priority, and is expected to be a key connector between southern Watertown and the central/northern portions of Watertown in the upcoming city-wide bicycle and pedestrian path network plan.**

**The City of Watertown is proposing to construct a new concrete shared-use path along S. Church St./STH 26 from Jefferson Road south to Air Park Drive.**

The Project Sponsor agrees to the following Federal Fiscal Year 2024-2028 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$1,213,256.66 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$1,213,256.66 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.
- 4) For design-only projects, a project is commenced when design is begun and/or when a contract is signed and executed with the consulting firm that has been selected to lead the project design effort.

**Project Award date: June 4, 2024**

**Commencement deadline: June 4, 2028**

**Completion deadline: 6/30/2030**

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

The subject project must be completed by **6/30/2030**, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 3997-03-04</b>					
Design	\$0	\$0	0%	\$0	100%
State Review	\$11,760	\$0	0%	\$11,760	100%
<i>Project totals</i>	<i>\$11,760</i>	<i>\$0</i>		<i>\$11,760</i>	
<b>ID 3997-03-74</b>					
Participating Construction	\$1,263,809.36	\$1,011,047.49	80%	\$252,761.87	20% + BAL
Construction Engineering	\$189,571	\$151,656.80	80%	\$37,914.20	20% + BAL
State Review	\$63,190.47	\$50,552.37	80%	\$12,638.10	20% + BAL
<i>Project totals</i>	<i>\$1,516,570.83</i>	<i>\$1,213,256.66</i>		<i>\$303,314.17</i>	
<b>Total Est. Cost Distribution</b>	<b>\$1,528,330.83</b>	<b>\$1,213,256.66</b>	<b>MAX</b>	<b>\$315,074.17</b>	<b>N/A</b>

\*This project has a TAP federal funding maximum of \$1,213,256.66. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: <b>City of Watertown</b>		
Name	Title	Date
Signed for and on behalf of the <b>State of Wisconsin</b>		
Name	Title	Date

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when/if each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the Transportation Alternatives Program (TAP), including but not limited to and Wis. Stat. Sec. 85.021 and all applicable federal laws.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.
5. TAP is a covered program under the Justice40 initiative. Justice40 is an opportunity to address gaps in transportation infrastructure and public services by working toward the goal that at least 40% of the benefits from many of our grants, programs, and initiatives flow to disadvantaged communities. More information about meeting Justice40 requirements can be found at the following link: <https://www.transportation.gov/equity-Justice40>

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

6. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding for approved projects will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
  - f. New installations or alteration of street lighting and traffic signals or devices.
  - g. Landscaping.
  - h. State Review Services for construction ID 3997-03-74.
  - i. Other eligible TAP non-infrastructure items as enumerated in the approved application.
7. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
8. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
  - b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

#### **PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

9. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project:
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT FDM.
  - h. Preliminary engineering and design.

- i. Real estate for the improvement.
  - j. State review services for design ID 3997-03-04
10. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws.
  11. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the WisDOT FDM, Chapter 8, Consulting Services.
  12. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
  13. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
  14. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
  15. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
  16. The project will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
  17. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
  18. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
  19. The project is subject to a discretionary DBE goal assessment.
  20. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
  21. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
  22. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

23. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
24. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by Federal and State law and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
25. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
26. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
27. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
28. When applicable to the project, the Project Sponsor will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.

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

29. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

- 30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State, also, shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the State/Municipal Agreement are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, certifies to the best of its knowledge and belief, that it and its principals, in accordance with all applicable Federal and State statutory and regulatory requirements:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants, have certified in writing that neither they nor their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official, as set forth in, but not limited to, the terms described in 2 CFR 200.214.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### PROJECT FUNDING CONDITIONS

36. **Non-Appropriation of Fund:** With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
37. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions: The maximum participation of federal/ earmark funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal/earmark funding maximum of **\$1,213,256.66** is cumulative for all federal/earmark funded project phases.
39. **Federal Inactive List:** Once a project has received its authorization to incur costs letter until the competition of the project, reimbursement requests must be submitted periodically. Failure to submit reimbursement requests may result in the project being placed on a federal inactive list and therefore, risks losing federal funding. As such, reimbursement requests should be submitted quarterly to indicate continued activity on the project.

# MEMO

## Engineering Division of the Public Works Department

To: Alderperson Board and Commission Members

From: Andrew Beyer, P.E.

Date: September 4, 2024

Subject: Public Works Commission Agenda Narrative for September 10, 2024

### Background

Agenda Item:

Update; no action needed: WisDOT Transportation Alternatives Program (TAP) Grant for Bike & Ped Path Network Plan State Municipal Financial Agreement (SMFA)

#### BACKGROUND

At the August 12, 2024, Finance Committee meeting, Engineering Division presented a summary of successful grant project submittals that resulted in partial project funding. One of the successful grant projects was:

<u>Awarded Grant</u>	<u>Project</u>	<u>Grant Period</u>	<u>Award</u>
Transportation Alternatives Program (TAP)	City-wide Bike & Pedestrian Network Plan	2023-2027	\$80,000

To continue to move this project forward requires the City enter into a State Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT). This item was presented at the September 9, 2024, Finance Committee meeting and is brought to Public Works Commission as an update. Attached is a copy of the SMFA, and a draft resolution for your review.

Attachments:

- SMFA
- Draft resolution



# MEMO

## Budget Goal

2024 Operation Goal #1.

## Financial Impact


There is funding in the 2024 budget for this project to commence.

## Recommendation

This item was presented at the September 9, 2024, Finance Committee meeting and is brought to Public Works Commission as an update.

## 2024 Operational Goals

1. Proactively maintains and improves our parks and infrastructure in an effort to ensure quality, safety and compliance
2. Supports employee retention and growth, and also works to address critical staffing areas
3. Invests in the assessment, strategic planning and maintenance of our city buildings
4. Promotes and fosters innovative approaches for community development and growth
5. Maintains a safe and healthy community, and expands community education on safety and health

 <b>STATE/MUNICIPAL AGREEMENT FOR A NONINFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT</b>  Subprogram #: 290 Program Name: TAP	Date: August 9, 2022 I.D.: 1009-22-06 DUNS ID: <b>DUNS PROJECT ID (TBD)</b> <b>FAIN ID: Federal Award Identification Number (TBD)</b> Project Title: Watertown Bike Ped Network Plan Location/Limit: City of Watertown Project Length (if applicable): N/A Project Sponsor: <b>City of Watertown</b> County: <b>Jefferson</b> MPO Area (if applicable):
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The signatory, the **City of Watertown**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wis. Stats. sec. 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law.

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Wis. Stats. secs. 86.25(1), (2), and (3) and Wis. Stats. sec. 66.0301.

**NEEDS AND ESTIMATE SUMMARY:**

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

Existing Facility – **Both the City of Watertown’s 2019 Parks and Open Space Plan and the 2019 Comprehensive Plan recommended the development of a comprehensive city-wide Bicycle and Pedestrian Path Network Plan. An integrated and expanded bicycle and pedestrian network will increase access to retail and employment opportunities as well as destinations such as schools, parks, and other attractions.**

Proposed Improvement – **Create a city-wide Bicycle and Pedestrian Path Network Plan to connect existing route segments and further integrate the City’s network with the Counties’ and nearby State bicycle and pedestrian networks.**

The Project Sponsor agrees to the following TAP program funding conditions, updated as of June 2022:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor’s Guide to Non-Traditional Transportation Project Implementation* (Sponsor’s Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$80,000 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$80,000 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the ‘Date Received’ field.

**Project Award date: July 26, 2022**

**Commencement deadline: July 26, 2026**

**Sunset (Completion) Date: June 30, 2029**

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

The subject project must be completed by June 30, 2029, and the Project Sponsor must submit a project completion certificate to the State on or before this date. Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID					
1009-22-06	\$100,000	\$80,000	80%**	\$20,000	BAL *
Total Est. Cost Distribution	\$100,000	\$80,000	MAX	\$20,000	N/A

\*This project has a TAP federal funding maximum of \$80,000. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: _____(please sign in blue ink)		
_____	_____	_____
Name	Title	Date
Signed for and in behalf of the <b>State</b> _____(please sign in blue ink)		
Merrill Mechler-Hickson	Chief, Local Program and Finance Section	_____
Name	Title	Date

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. sec. 139 and the National Environmental Policy Act (42 U.S.C. sec. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the Transportation Alternatives Program.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. sec. 113 and Wis. Stat. Sec. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. sec. 313 and Wis. Stat. Sec. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding for the project is subject to inclusion in the State's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. Preliminary Engineering, Plan Development, Planning Study.
  - b. State Review Services.
  - c. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of reimbursement requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of State payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. This line intentionally left blank
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and federal law.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. sec. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR sec. 172 and procedures published in the WisDOT FDM,) Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the Federal and State rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. This line intentionally left blank
15. This line intentionally left blank
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School (SRTS) eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR s. 200.331(a).
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats. sec. . 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats sec. 51.01 (5), sexual orientation as defined in Wis. Stats sec. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
  - a. 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.
  - b. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
28. It is further agreed by the Project Sponsor that:
  - a. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
  - b. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to the State on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

# LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. secs. 4331 - 4332, 23 U.S.C. sec. 138 or Public Law 91-646 (1971).

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local)

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- c. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### PROJECT FUNDING CONDITIONS

36. *Non-Appropriation of Fund:* With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Project Sponsor or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
37. *Maintenance of Records:* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.
- In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete. Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.
38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$80,000.00 is cumulative for all federal funded project phases.