

REQUEST FOR LEGAL SERVICE

21-0108

TO: City Attorney's Office

FROM: Engineering Department – Greg Minikel

SUBJECT: State/Municipal Agreement (SMA) for Traffic Signal Upgrades on Connecting Highway Intersections – Wisconsin DOT SISP Funding Program

DATE OF REQUEST: January 18, 2021 DATE RESPONSE NEEDED: Prior to the February 3, 2021 PI Committee Meeting if possible.

Employees: Please submit this form to your department head for review. They will approve and email to the Attorney's Office.

Department Heads: Please email this form to Kathleen McDaniel (kmcdaniel@manitowoc.org) and Jane Rhode (jrhode@manitowoc.org). If you have previously submitted a request for legal service, please call Jane at 6997 for an update rather than submitting an additional request. Requests without supporting information or fiscal impact, where appropriate, will be returned for further information.

PLEASE REVIEW:

Resolution – MUST INCLUDE FISCAL IMPACT

Please attach any relevant background information, including committee directives, previous related resolutions, or proposed wording.

Fiscal Impact:

Budget Line:

Ordinance – MUST INCLUDE FISCAL IMPACT

Please attach any relevant background information, including committee directives and a marked up copy of the current ordinance showing the changes you would like.

Fiscal Impact:

Budget Line:

Contract/Agreement

Please attach any relevant background information, including committee directives, proposed terms, and the name and phone number of the negotiator for other parties.

Legal Opinion

Please explain below.

Review and Comment/Advice or Direction

Please explain below.

Other – Please explain below.

Please use this box to include any additional information you believe should accompany your request.

I have included all appropriate background information with this request. If this is a Council document, please submit your request twelve days before the scheduled meeting to allow the Attorney's Office one week to prepare your document.

Requesting Employee: Greg Minikel Date: January 18, 2021

REQUEST FOR LEGAL SERVICE

TO: City Attorney's Office

FROM: Engineering Department – Greg Minikel

SUBJECT: State/Municipal Agreement (SMA) for Traffic Signal Upgrades on Connecting Highway Intersections – Wisconsin DOT SISP Funding Program

DATE OF REQUEST: January 18, 2021 **DATE RESPONSE NEEDED:** Prior to the February 3, 2021 PI Committee Meeting if possible.

Employees: Please submit this form to your department head for review. They will approve and email to the Attorney's Office.

Department Heads: Please email this form to Kathleen McDaniel (kmcdaniel@manitowoc.org) and Jane Rhode (jrhode@manitowoc.org). If you have previously submitted a request for legal service, please call Jane at 6997 for an update rather than submitting an additional request. Requests without supporting information or fiscal impact, where appropriate, will be returned for further information.

PLEASE REVIEW:

Resolution – MUST INCLUDE FISCAL IMPACT

Please attach any relevant background information, including committee directives, previous related resolutions, or proposed wording.

Fiscal Impact:

Budget Line:

Ordinance – MUST INCLUDE FISCAL IMPACT

Please attach any relevant background information, including committee directives and a marked up copy of the current ordinance showing the changes you would like.

Fiscal Impact:

Budget Line:

Contract/Agreement

Please attach any relevant background information, including committee directives, proposed terms, and the name and phone number of the negotiator for other parties.

Legal Opinion

Please explain below.

Review and Comment/Advice or Direction

Please explain below.

Other – Please explain below.

Please use this box to include any additional information you believe should accompany your request.

I have included all appropriate background information with this request. If this is a Council document, please submit your request twelve days before the scheduled meeting to allow the Attorney's Office one week to prepare your document.

Requesting Employee: Greg Minikel

Date: January 18, 2021



Original
**Intelligent Transportation
Systems (ITS) Program**
**STATE/MUNICIPAL
FINANCIAL AGREEMENT**

Date: January 15, 2021
I.D.: 3700-30-37
Road Name: US 151 & US 10 WB (8th Street)
US 151 & US 10 EB (10th Street)
US 10 EB (10th Street) & Franklin Street
US 10 EB (10th Street) & Marshall Street
Title: C Manitowoc Signal Retrofit
Limits: USH 151 & USH 10
County: Manitowoc
Project Length: 0.04 MI

The signatory City of Manitowoc hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signals are outdated and obsolete.

Proposed Improvement - Nature of work: Update the existing traffic signals with a new signal cabinet, conduit, pull boxes, bases, poles, arms, heads, and initial inspection of monotubes. This work is being done at the following intersections; US 151 & US 10 WB (8th Street), US 151 & US 10 EB (10th Street), US 10 EB (10th Street) & Franklin Street), and US 10 EB (10th Street) & Marshall Street.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: None

TABLE 1

PHASE	ESTIMATED COST				
	Total Estimated Cost	State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	99,000	89,100	90	9,900	10
Construction :					
Signal Items	1,002,000	901,800	90	100,200	10
TOTAL COST DISTRIBUTION:	1,101,000	990,900	90	110,100	10

This request is subject to the terms and conditions that follow (pages 2 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

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

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds State financing commitments or are ineligible for State financing. Local participation shall be limited to the items and percentages set forth in table 1 that shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. State funding will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering is split 90% State and 10% Municipal. State funds up to a maximum total of \$89,100.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
5. As the work progresses, the Municipality may submit reimbursement requests to obtain the approved project funds in accordance with this agreement and the funding program policies. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.

7. The Municipality shall at its own cost and expense:

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.**
- (b) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.**

9. Basis for local participation:

Design: Costs for Design are 90% State and 10% Municipal. State funds up to a maximum total of \$89,100. Any overages shall be funded by the Municipality.

Construction: Costs for Construction are 90% State and 10% Municipal. State funds up to a maximum total of \$901,800. Any overages shall be funded by the Municipality.

 <p style="text-align: center;">Original</p> <p style="text-align: center;">Intelligent Transportation Systems (ITS) Program</p> <p style="text-align: center;">STATE/MUNICIPAL FINANCIAL AGREEMENT</p>	<p>Date: January 15, 2021</p> <p>I.D.: 3700-30-37</p> <p>Road Name: US 151 & US 10 WB (8th Street) US 151 & US 10 EB (10th Street) US 10 EB (10th Street) & Franklin Street US 10 EB (10th Street) & Marshall Street</p> <p>Title: C Manitowoc Signal Retrofit</p> <p>Limits: USH 151 & USH 10</p> <p>County: Manitowoc</p> <p>Project Length: 0.04 MI</p>
---	--

The signatory City of Manitowoc hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signals are outdated and obsolete.

Proposed Improvement - Nature of work: Update the existing traffic signals with a new signal cabinet, conduit, pull boxes, bases, poles, arms, heads, and initial inspection of monotubes. This work is being done at the following intersections; US 151 & US 10 WB (8th Street), US 151 & US 10 EB (10th Street), US 10 EB (10th Street) & Franklin Street), and US 10 EB (10th Street) & Marshall Street.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: None

TABLE 1

PHASE	ESTIMATED COST				
	Total Estimated Cost	State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	99,000	89,100	90	9,900	10
Construction :					
Signal Items	1,002,000	901,800	90	100,200	10
TOTAL COST DISTRIBUTION:	1,101,000	990,900	90	110,100	10

This request is subject to the terms and conditions that follow (pages 21 – 31) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

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

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds State financing commitments or are ineligible for State financing. Local participation shall be limited to the items and percentages set forth in table 1 that shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. State funding will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering is split 90% State and 10% Municipal. State funds up to a maximum total of \$89,100.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
5. As the work progresses, the Municipality may submit reimbursement requests to obtain the approved project funds in accordance with this agreement and the funding program policies. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.

7. The Municipality shall at its own cost and expense:

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.**
- (b) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.**

9. Basis for local participation:

Design: Costs for Design are 90% State and 10% Municipal. State funds up to a maximum total of \$89,100. Any overages shall be funded by the Municipality.

Construction: Costs for Construction are 90% State and 10% Municipal. State funds up to a maximum total of \$901,800. Any overages shall be funded by the Municipality.