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Division of Transportation System Development
Southeast Region
141 NW Barstow Street
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

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August 19, 2014

RON ROMEIS
CITY OF FRANKLIN
9229 W LOOMIS RD
FRANKLIN WI 53132

TRANS 220 PROJECT
PROJECT PLAN TRANSMITTAL
COMPENSATION

RE: Design Project ID: 2265-16-00
Construction Project ID: 2265-16-70
27TH ST, CITY OF FRANKLIN/OAK CREEK
W DREXEL AVE TO COLLEGE AVE(CTH ZZ)
STH 241, Milwaukee County

Utility Project ID 2265-16-44
Parcel No. 204
RW Plat ID 2265-16-20

The information in this letter is meant to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule Trans 220.

Easement rights owned by your company have been identified in areas of proposed new right-of-way being acquired for this project, and it will be necessary to acquire these rights from your company, as well as provide for reimbursement of the eligible relocation work if your company is seeking compensation.

Original DT1078 Plans were mailed to utility owners on 9/28/2012 by the consulting firm Mead & Hunt. The release of rights documents were not sent at that time. The purpose of this letter is to complete this work, and move ahead with acquiring these rights from your company. All additional documents required have been included with this letter.

Enclosed are the following release and agreement papers:

1. A right-of-way plat with compensable areas shown. If you disagree with compensable areas shown, please call me to discuss. **Please verify that your facilities and easements are shown.**
2. DT1541, *Audit Agreement For Payment For Lands Or Interests In Lands Acquired From Public Utility* and DT1542, *Lump Sum Agreement For Payment For Lands Or Interests In Lands Acquired From Public Utility*. You may use whichever agreement is appropriate if the amount of the agreement is less than \$50,000. The audit agreement must be used if the amount of the agreement is larger than \$50,000. If you decide to use the audit agreement, pay particular attention to Provision #3 that pertains to subcontracting. DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*, as mentioned in the agreements is also included.
3. DT1660, *Conveyance of Rights in Land*
4. DT2217, *Temporary Construction Easement (Transportation Project Plat)*

I have enclosed the release of rights document(s), Audit Agreement and a Lump Sum Agreement. Please choose which Agreement you prefer, and return the original signed agreement with the original signed release document(s) to me. If the cost of the relocation work is \$50,000 or higher, then the Audit Agreement must be used.

If you are not seeking compensation, discard the Audit and Lump Sum agreements and send a Utility Statement of Non-Reimbursement with the original signed release of rights document(s).

Construction authorization for this work is not hereby extended. Any construction performed before a written or verbal start work notice is received from WisDOT will not be reimbursed.

Work plans are due back on this project. The release of rights and contract or statement of no compensation need to be received by the DOT SE Region office or no formal work plan approval letters can be issued.

Utility Parcels will be processed by the region office. However, Mead & Hunt has been retained by the Department to design and furnish construction plans and prepare special provisions for the subject project. Your contact person is Darrell Berry at 262-935-4254. Questions regarding the highway design or request for up-to-date construction plans should be directed to Mead & Hunt.

DEADLINES: By September 1, 2014, please submit the following:

- The properly executed release document(s)
- Either the signed agreement with your estimate(s), or a Utility Statement of Non-Reimbursement
- Other attachments as needed

This project's design complete date is September 1, 2014 with a construction bid letting scheduled for January 13, 2015.

SUBCONTRACTING: You may intend to hire a consultant to prepare your work plan and engineer your relocation design, or you may propose to hire a contractor to perform the necessary relocations. As long as the consultant and the contractor you use are regularly employed in your operations under a continuing contractual arrangement, there is no need to contact me. If not, however, please call me to discuss the additional information I'll need from you.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions about this project, please contact me.

Michael Birschbach

Michael Birschbach PE
Utility Engineer
Southeast Region
(262) 548-5935
Michael.Birschbach@dot.wi.gov

Enclosures: As stated

cc:

Document Number

CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
Exempt from fee s.77.25(2r) Wis. Stats.
DT1660 12/2005 (Replaces ED660) s.84.09(1) Wis. Stats.

City of Franklin, GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property: None.

Legal Description

(See attached)

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgement

City of Franklin

(Grantor Name)
(Signature)
(Title)
(Print Name)
(Signature)
(Title)
(Print Name)

(Date)
State of)
County) ss.
On the above date, this instrument was acknowledged before me by the named person(s).
(Signature, Notary Public)
(Print or Type Name, Notary Public)
(Date Commission Expires)

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
Attn: Laura Longley, Utilities Unit
141 NW Barstow Street
PO Box 798
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
(see attached)

I.D. 2265-16-44, Utility Parcel 204, City of Franklin (Conveyance of Rights – Attachment)

LEGAL DESCRIPTION:

All that part of the lands subject to Grantor's easements or interests included in lands acquired by the Grantee in parcel 37 of Transportation Project Plat No. 2265-16-20 – 4.05, recorded as Document Number 10237660 on 04/15/2013; parcel 46 of Transportation Project Plat No. 2265-16-20 – 4.06, recorded as Document Number 10227659 on 03/18/2013; parcel 118 of Transportation Project Plat No. 2265-16-20 – 4.09, recorded as Document Number 10356695 on 05/06/2014; parcel 162 of Transportation Project Plat No. 2265-16-20 – 4.12, recorded as Document Number 10237663 on 04/15/2013, all recorded in the Milwaukee County Office of the Register of Deeds, State of Wisconsin; and all subsequent revisions.

As lie within the right-of-way acquired or to be acquired for the reconstruction of STH 241/27th Street (W. Drexel Ave. to College Ave), State Construction I.D. 2265-16-70, as described above.

Grantor's easements are further described as being recorded in:

SHT	Pcl	Vol	Pg	DOCUMENT No.	TAX ID
4.05	37	R. 5430	I. 839	8362766	786-998-0002
	37			9652863	786-998-0002
	37				786-998-0002
4.06	46	R. 2395	I. 1052	6334644	761-9954
4.09	118			7909773	738-0069
	118			7909774	738-0069
	118			7924263	738-0069
4.12	162	R. 2295	I. 1645	6245323	714-9994

LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Wisconsin Department of Transportation
DT1542 7/2013 s.84.09(1) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **City of Franklin**, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ _____ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

Project: 2265-16-70
27TH ST, CITY OF FRANKLIN/OAK CREEK
W DREXEL AVE TO COLLEGE AVE(CTH ZZ)
STH 241, Milwaukee County

Utility Project ID: 2265-16-44
Parcel #: 204

Said parcel is included in the DEPARTMENT's Order and map filed with the County Highway Committee and County Clerk as required by Section 84.09(1), Wisconsin Statutes.

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the DEPARTMENT has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the DEPARTMENT, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the DEPARTMENT to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The DEPARTMENT agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the DEPARTMENT to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY 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) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes 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 COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under Section 84.08, 86.07(2), or 86.16, Wisconsin

Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT. It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.

IN WITNESS, the parties have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

WISCONSIN DEPARTMENT OF TRANSPORTATION

(Division Administrator)

(Date)

City of Franklin

(Company)

(Signature) (Date)

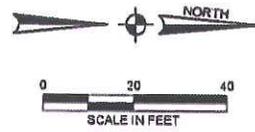
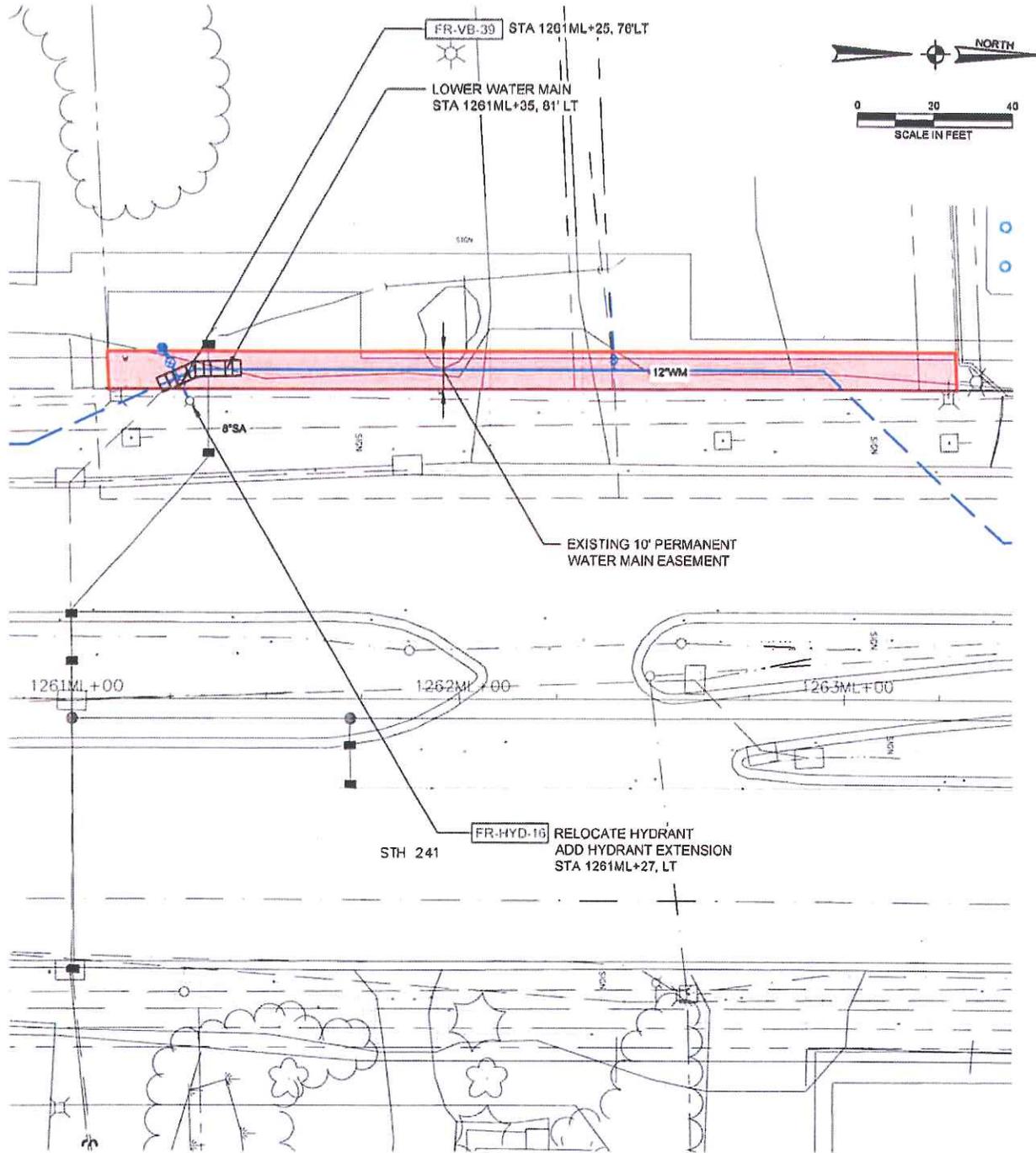
(Title)

(Signature) (Date)

(Title)

City of Franklin
 27th Street Utility Revisions
 Unit Price - Cost Estimate - DOT Lump Sum Agreement for Reimbursement

<u>Item No.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
SPV0060.78	1 - each	Relocate Hydrant - Franklin Water	\$ <u>\$10,000.00</u>	\$ <u>\$10,000.00</u>
SPV0060.81	1 -each	Lower Water Main - Franklin Water	\$ <u>\$25,000.00</u>	\$ <u>\$25,000.00</u>
		Sub Total		\$ <u>\$35,000.00</u>
		10% Design Engineering		\$3,500.00
		Grand Total Lump Sum		\$38,500.00



Kaempfer & Associates Inc.

P O Box 150 650 E Jackson St
Oconto Falls, Wisconsin 54154

Consulting Engineers
(920) 846-3932

**CITY OF FRANKLIN
27th STREET RECONSTRUCTION
WATER MAIN REVISIONS**

**TITLE: WATER MAIN REVISIONS WITHIN
WATER MAIN EASEMENT**

DRAWN	WB	DESIGNED	MS
CHECKED	CK	DATE	8/28/14

Fig. 1