

**MANAGEMENT
CONSULTANT GUIDE
TO
REAL ESTATE
OVERSIGHT
DRAFT**

April 15, 2017

Dennis K. Matusin, SE Region Real Estate MC

DAAR Engineering, Inc.

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MANAGEMENT CONSULTANT'S GUIDE TO REAL ESTATE OVERSIGHT- S/F

STEPS TO BE TAKEN WHEN STATE/FEDERAL MONEY IN REAL ESTATE

Location Electronic Project DATA – (K:); Local Programs; SELP Projects; Proj. ID; Proj. Agreement; Select Apprvd Doc.

- 1) **Obtain a copy of State Municipal Agreement (SMA) from project file (K:\ Drive on Local Program Projects; On Connecting Highways request copy from WisDOT project manager;**
- 2) **Review Preliminary R/W Plat; Provide Comments to Todd Becker, DAAR Designer for consideration on Final R/W Plat;**
- 3) **Review Encroachment Report; (taken from elec. proj. file); Discuss w/WisDOT; obtain approval;**
- 4) **Obtain a copy of Environmental Document; (taken from proj. file, K:\); 1st Page - signature/date page; On Connecting Hwy's, request copy of 1st page from WisDOT project manager;**
- 5) **Obtain a copy Design Study Report; (taken from proj. file K:\); 1st Page - signature/date page; On Connecting Hwy's, request copy of 1st page from WisDOT project manager;**
- 6) **Review Cost Estimate for accuracy; Prepare Project Cost Allocation; Submit to SE Region LPA Coordinator for approval after DSR approval; (Cost Estimate is Reimbursable under Design Contract)**
- 7) **Contact Acquisition Agent to prepare Sales Study or Project Data Book to be submitted to Review Appraiser.**
- 8) **Provide State Contract Language, Parts 1 thru 11 that are applicable to the project**
- 9) **Ask LPA to approve Final R/W Plat and File/Record Relocation Order **AFTER ER & DSR approval.** Executed Relocation Order filed with approved R/W Plat within 20 days of Relocation Order execution with the County Clerk (TPP's are recorded with the Register of Deeds);**
- 10) **Review Unsigned Contract for services to be performed and reasonable fees charged. If Contract is Higher than typical discuss with SE Region LPA Coordinator;**
- 11) **After providing the LPA with the Acquisition Capability Statement for completion and LPA's transfer on LPA stationary, review to be sure all Acquisition agents are named with company and on the WisDOT approved lists. Submit to WisDOT for approval;**
- 12) **Upon WisDOT approval, request acquisition agent to complete Nominal Payment Parcel Report.**



MANAGEMENT CONSULTANT'S GUIDE TO REAL ESTATE OVERSIGHT- L **STEPS TO BE TAKEN WHEN LOCAL MONEY IN REAL ESTATE**

Location Electronic Project DATA – (K:); Local Programs; SELP Projects; Proj. ID; Proj. Agreement; Select Apprvd Doc.

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- 4) **Obtain a copy of Environmental Document;** (taken from proj. file, K:\); 1st Page - signature/date page; **On Connecting Hwy's, request copy of 1st page from WisDOT project manager;**
- 5) **Obtain a copy Design Study Report;** (taken from proj. file K:\); 1st Page - signature/date page; **On Connecting Hwy's, request copy of 1st page from WisDOT project manager;**
- 6) **Contact Acquisition Agent to prepare Sales Study or Project Data Book to be submitted to Review Appraiser.**
- 7) **Ask LPA to approve Final R/W Plat and File/Record Relocation Order AFTER ER & DSR approval. Executed Relocation Order filed with approved R/W Plat within 20 days of Relocation Order execution with the County Clerk (TPP's are recorded with the Register of Deeds);**
- 8) **After providing the LPA with the Acquisition Capability Statement for completion and LPA's transfer on LPA stationary, review to be sure all Acquisition agents are named with company and on the WisDOT approved lists. Submit to WisDOT for approval;**
- 9) **Upon WisDOT approval, request acquisition agent to complete Nominal Payment Parcel Report.**
- 10) **Contact LPA to arrange a Real Estate Startup Meeting at the LPA. Give them a list of invitees for them to send an availability list. MC to prepare R/E Startup Meeting Agenda;**
- 11) **LPA to begin Real Estate Acquisition**

- 12) Acquisition Consultant or LPA must provide the following for each parcel when acquiring an Interest of FEE, PLE, TLE or Highway Easement for Certification of R/W (1):
- Detailed Signed Negotiation Diary (see LPA Manual 6.2)
 - Approved Nominal Payment Parcel Report
 - Signed Approved Nominal Waiver of Appraisal (if applicable)
 - WisDOT and LPA Approval of Offering Price Report (LPA 1894)
 - Executed Conveyance
 - Statement to Construction Engineer-signed by Negotiator, Property Owner and if commitments, by LPA on Local Program projects. On Connecting Hwy projects signed by WisDOT- (if no commitments state "NONE")
 - LPA Local Certification of LPA R/W (LPA form 3028, each page signed/dated by LPA)
 - Encroachments (Either allowed by Revocable Occupancy Permit or Ordered Removed by Letter)
 - Additional Documentation as noted in LPA Manual Sec 11.1

Dennis K. Matusin

WisDOT SE Region MC - LPA Real Estate Coordinator

DAAR Corporation

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WISDOT PARTNER SINCE 2001

SE Region Management Consultant for WisDOT Local Program Projects



DAAR Engineering, Inc. is the management consultant representing the Wisconsin Department of Transportation, SE Region Local Program

Real Estate Acquisition Process

STEPS TO BE TAKEN WHEN STATE/FEDERAL MONEY IN REAL ESTATE

- 1) LPA to Provide Encroachment Report, if applicable:**
- 2) Preliminary R/W Plat** (Submit Preliminary Plat to MC for review. Comments to be considered for Final R/W Plat);
- 3) Environmental Document Approval;**
- 4) Design Study Report Approval;**
- 5) Prepare Cost Estimate, submit to MC LPA Coordinator for review** (Cost Estimate is Reimbursable under Design Contract);
- 6) Final R/W Plat approved** (signed by the LPA AFTER ER & DSR approval);
- 7) Relocation Order executed** (On TPP's, Relocation Order is part of each plat sheet);
- 8) Executed Relocation Order filed with approved R/W Plat within 20 days of Relocation Order execution** with the County Clerk (TPP's are recorded with the Register of Deeds);
- 9) Contract For Consultant Services on Appraisal, Negotiation & Relocation** (if applicable) (see LPA Manual, Contracts, Sec 2.4; 2.4.1; 2.4.2);
- 10) Submit Selection Process to MC for Review & Recommendation to WisDOT for Approval;**
- 11) LPA to submit unsigned WisDOT Contract to MC for Review & Recommendation to WisDOT for Approval;**
- 12) Acquisition Capability Statement of Qualifications for LPA Staff** (New Requirement if LPA Staff is Acquiring Real Estate);
- 13) Prepare Acquisition Capability Statement, submit to MC for review & recommendation to WisDOT for Approval;**
- 14) Authorization of FHWA or STATE Funding Approval;**
- 15) LPA signs contract with Real Estate Consultant;**
- 16) Real Estate Start-up meeting to be arranged by LPA to Include Encroachment Report Discussion; Agenda to be Provided by MC;**
- 17) Submit Sales Study or Project Data Book & Nominal Payment Parcel Report to MC & Statewide/Regional Review Appraiser for review & recommendation of Approval**

18) LPA to begin Real Estate Acquisition

19) Acquisition Consultant or LPA must provide the following for each parcel when acquiring an Interest of FEE, PLE, TLE or Highway Easement for Certification of R/W (1):

- Provide "Rights of Landowners Under Eminent Domain Law" to all Property Owners - (see LPA Manual sec. 6.1 Brochure requirement)
- Detailed Signed Negotiation Diary (see LPA Manual 6.2)
- Signed Nominal Waiver of Appraisal (if applicable)
- WisDOT and LPA Approval of Offering Price Report (LPA 1894)
- Executed Conveyance
- Statement to Construction Engineer-signed by Negotiator, Property Owner and if commitments, by WisDOT- (if no commitments state "NONE")
- LPA Local Certification of LPA R/W (LPA form 3028, each page signed/dated by LPA)
- Encroachments (Either allowed by Revocable Occupancy Permit or Ordered Removed by Letter)
- Additional Documentation as noted in LPA Manual Sec 11.1

CAUTION: SHOULD THE LPA ENTER INTO A SIGNED CONTRACT PRIOR TO FHWA APPROVAL, THE LPA MAY BE AT RISK (WITH CONSULTANT FEES) SHOULD THE PROJECT BE DELAYED OR CANCELLED.

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Real Estate Acquisition Process

STEPS TO BE TAKEN WHEN LOCAL MONEY IN REAL ESTATE

- 1) LPA to Provide Encroachment Report, if applicable;
- 2) Preliminary R/W Plat (Submit Preliminary Plat to MC for review. Comments to be considered for Final R/W Plat);
- 3) Environmental Document approval;
- 4) Design Study Report approval;
- 5) Final R/W Plat approved (signed by the LPA);
- 6) Relocation Order executed (On TPP's Relocation Order is part of each Plat sheet);
- 7) Executed Relocation Order filed with approved R/W Plat within 20 days of Relocation Order execution with the County Clerk; (TPP'S are recorded with Register Of Deeds);
- 8) Acquisition Capability Statement Qualifications for LPA Staff (New Requirement if LPA Staff is Acquiring Real Estate);
- 9) Prepare and Forward Acquisition Capability Statement to MC for review and recommendation for approval to WisDOT.
- 10) Real Estate Start-up meeting to be arranged by LPA; Agenda to be Provided by MC;
- 11) LPA to begin Real Estate Acquisition
- 12) Acquisition Consultant or LPA must provide the following for each parcel when acquiring an Interest of FEE, PLE, TLE or Highway Easement for Certification of R/W (1):
 - Provide "Rights of Landowners Under Eminent Domain Law" to all Property Owners - (see LPA Manual sec. 6.1 Brochure requirement)
 - Detailed Signed Negotiation Diary (see LPA Manual 6.2)
 - Signed Nominal Waiver of Appraisal (if applicable)
 - Executed Conveyance
 - Signed Statement to Construction Engineer (if no commitments state "NONE")
 - LPA Local Certification of LPA R/W (LPA form 3028, each page signed/dated by LPA)
 - Encroachments (Either Allowed By Revocable Occupancy Permit or Ordered Removed by letter)
 - Additional Documentation as noted in LPA Manual Sec 11.1

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ENCROACHMENTS

TABLE OF CONTENTS ON ENCROACHMENTS

This Section shall be completed on Local Real Estate & State/Federal Funded Projects

- Encroachment Report Review Notes
- Instructions for Completing a Revocable Occupancy Permit
- Examples of Connecting Hwy & Local Program Encroachment Report
- Examples of Encroachment Report Comments
- Encroachment Reporting Form

ENCROACHMENT REPORT REVIEW

Required on all Projects with Local and State/ Federal Funding in R/E

- Contact Todd Becker (DAAR) when Preliminary Plat is delivered. Inquire if the project has Encroachments within the limits of the improvement project from Beginning of Relocation Order to End of Relocation;
 - 1) If there are no Encroachments, make sure DT1899, Certification of R/W shows none.
 - 2) If Encroachments exist request Encroachment Report (see attached examples);
- Forward the Design Consultant a copy of "Encroachment Reporting Form" (see example) may be completed for each Encroachment (see FDM section 12-1-20). However the Encroachment Reporting Form is a good reference, **it is not a requirement.**
- Review Encroachment Report
 - 1) Any Encroachments LPA designates as removal shall be removed;
 - 2) LPA issues Removal Letters to all owners where it is shown that property owner shall remove prior to Construction or if the removal is to be done as part of the improvement. The LPA shall forward a copy of each removal letter to DAAR R/E MC which is part of the Certification (1) documents.
 - 3) Each encroachment allowed requires a separate Revocable Occupancy Permit.
 - 4) Obtain a copy of each Revocable Permit to be included with the Cert 1 documents.
 - 5) A photograph of each encroachment must accompany the Revocable Occupancy Permit;
 - 6) Each Encroachment must be shown as a separate line item
 - Example: 1 sign with 2 posts = 1 Encroachment; 2 posts without sign attached = 2 Encroachments
 - 7) Discuss Encroachment comments with Todd Becker (DAAR) then WisDOT SE LPA Coordinator or WisDOT Local Program Engineering (Joan Bonack) and obtain Encroachment Report approval.
- Upload a Copy of approved Encroachment Report and approval in READS;



Instructions for Completing a Revocable Occupancy Permit

1. Address of Property Owner; If there is a tenant also send copy of Rev. Occ. Permit to tenant;
2. Address of LPA (ex. City of Milwaukee address);
3. Name of Street or Road;
4. County where encroachment is located;
5. Municipality where encroachment is located;
6. Address of LPA, attn: individual who is head of project;
7. Tax Key # of property where encroachment is located;
8. Address of where the encroachment is located;
9. It is not necessary to include the complete legal description of the property, merely which document the legal description can be found;
10. Encroachment # as it appears on the encroachment report;
11. Name of Street or Road;
12. Distance of encroachment (calculated by subtracting centerline distance to encroachment from the existing right-of-way);
13. Name, signature, and title of supervisor or leadworker in charge of project;
14. Individual who is notarizing signature of #13;
15. Project ID.
16. Name of LPA or consultant including name of individual who drafted the permit;
17. Parcel #, tax key #, address or whatever you used to identify the property of where the encroachment is located;
18. Attach a photograph of the encroachment;

REVOCABLE OCCUPANCY PERMIT

In State of
Issued from Book 272512, Page 500.
Exhibit 8/11 (Refers to PAS 110)

Occupant Name and Address	1
Agency Name and Address	2
Highway	3
County	4
Municipality	5

Encroachment Location

This space is reserved for recording data

Return to

Attn: Dennis K. Matusin

Parcel Identification Number/Tax Key Number

8

9

The land referred to in this permit is described in Warranty Deed, Reel Image Document # NE 1/4 NE 1/4 of Sec 28 T13N R6E

Encroachment Description

Commercial Building

10

Encroachment #40
Located at Sta 36+65 to 37+30 Lt. on Plat of Project ID.
Right-of-Way is 37 feet.

Centerline to Encroachment is 22.1 feet. The Existing

11

12

The use and occupancy of road right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment to remain temporarily within the right of way by feet, however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing road right of way.
2. In the event that the Agency deems it necessary to revoke this permit on the basis of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of road maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to road safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the road right of way.

(Signature)

(Print Name)

(Title)

(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the
named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

ENCROACHMENT PHOTO LOG



Encroachment Number: E-40

18



DAAR ENGINEERING, INC.

Engineers • Planners • Surveyors • Architects

Example of Removal Letter

May 16, 2011

Sarentos Investments, LLC
441 Wisconsin Dells, Pkwy So.
Wisconsin Dells, WI 53965

Re: Parcel 33; Right-of-Way Encroachment (E-32,33)
Project ID 6145-00-27
USH 12 Gasser Rd. – Dell Creek Bridge
Sauk County

To Whom it May Concern:

Construction of USH 12 is scheduled to begin Fall of 2012. Prior to the start of construction all structures currently encroaching on existing or new highway right of way must be removed.

The following structure(s) are located on your property and are encroaching on highway right of way. A photocopy of the structure(s) is enclosed.

(E-32) Landscape Planter @ Sta 203+27 to 203+75rt. (encroaching up to 4.7 feet into the current right of way)

(E-33) Block Wall @ Sta 203+63 to 203+73rt. (encroaching up to 1.1 feet into the current right-of-way)

Please remove the above structures by Fall of **2012**. If the structure(s) are not removed by Fall of 2012, our construction crew will remove them during construction.

Thank you for your cooperation. If you have any questions, please feel free to contact me on my cell phone at (262) 337-3232.

Sincerely,

Dennis K. Matusin
Real Estate Agent
DAAR Corporation

Enclosure: Photocopy of Structure(s)

REVOCABLE OCCUPANCY PERMIT

Exempt from fee: s. 77.25(12) Wis. Stats.

lpa1551 08/2011 (Replaces LPA6035) Chapter 84 Wis. Stats.

Occupant Name and Address
Agency Name and Address
Highway
County
Municipality

Encroachment location:

Encroachment description:

The use and occupancy of road right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment to remain temporarily within the right of way by feet, however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing road right of way.
2. In the event that the Agency deems it necessary to revoke this permit on the basis of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of road maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to road safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the road right of way.
4. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to take immediate action to clear the right of way to a safe condition.
5. Issuance of this permit shall not be construed as a waiver of the occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

Date

State of Wisconsin

) ss.

County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature

Date

Signature, Notary Public, State of Wisconsin

Print Name

Print Name, Notary Public, State of Wisconsin

Title

Date Commission Expires

Project ID:

This instrument was drafted by:

Parcel No.:

ENCROACHMENT REPORT

PROJECT I.D. 2440-09-00
WASHINGTON AVENUE
ROOSEVELT AVENUE TO WEST BOULEVARD
STH 20
RACINE COUNTY

EXAMPLE

FINAL

OCTOBER 2016

Prepared by:

STRAND ASSOCIATES, INC.®
126 N. Jefferson Street, Suite 350
Milwaukee, WI 53202



ENCROACHMENT REPORT
PROJECT I.D. 2440-09-00
WASHINGTON AVENUE
ROOSEVELT AVENUE TO WEST BOULEVARD
RACINE COUNTY

Encroachment No.	Station	Type	Distance Encroachment to R/L	Distance Existing R/W to R/L	Owner/ Occupant Address	Parcel Address	Recommendation	
							Removal	Revocable Permit
E-1	114+83 - 115+23	Awning	30' RT	33'	Racine Cyclery Inc, 4615 Washington Ave, Racine, WI 53405	4615 Washington Ave		X
E-2	116+45	Business Sign	30' LT	33'	BMP Realty Inc, 3319 Nobb Hill Dr, Racine, WI 53406	4606 Washington Ave		X
E-3	132+96 - 133+22	Business Sign	32.7' RT	33'	Servantex Properties Inc, 4101 Washington Ave, Racine, WI 53405	4101 Washington Ave		X
E-4	137+83 - 137+16	Business Sign	32.5' RT	33'	NEA Realty Group, 85 Nassau Dr, Green Neck, NY 11021	3919 Washington Ave		X
E-5	138+37 - 138+51	Business Sign	32.3' RT	33'				X
E-6	139+04	Business Sign	32.7' RT	33'	D'Aquisto Realty LLC, 712 Orchard St, Racine, WI 53405	1202 Lathrop Ave.		X
E-7	157+98 - 158+31	Awning	30' LT	33'	Juan A. Toscano, 1521 Prospect St, Racine, WI 53404	3316 Washington Ave		X
E-8	158+21	Business Sign	28' LT	33'				X
E-9	158+34	Business Sign	29' LT	33'				X
E-10	158+37 - 158+58	Awning	29' LT	33'				X
E-11	158+59 - 159+01	Awning	31' RT	33'	Ernest and Patricia Hutchinson, 3442 Indiana St, Racine, WI 53405	3313 Washington Ave		X
E-12	159+02 - 159+43	Awning	29' RT	33'				X
E-13	159+33	Business Sign	28' RT	33'	Richard and Nancy Ganzel, 1419 Harrington Dr., Racine, WI 53405	3312 Washington Ave		X
E-14	158+58 - 158+99	Awning	30' LT	33'	Ministro De Restauraci, 3308 Washington Ave, Racine, WI 53405	3308 Washington Ave		X
E-15	158+99 - 159+39	Roof Overhang	30' LT	33'	Robin and Diane Wilson, 3306 Washington Ave, Racine, WI 53405	3306 Washington Ave		X
E-16	159+40 - 159+77	Awning	30' LT	33'				X
E-17	159+77	Business Sign	29' LT	33'	Infusino's Pizza Carryout, 3301 Washington Ave, Racine, WI 53405	3301 Washington Ave		X
E-18	159+84 - 160+00	Roof Overhang	32' RT	33'	V + X LLC Co, 3223 Washington Ave, Racine, WI 53405	3223 Washington Ave		X
E-19	160+85 - 161+30	Awning	29.5' RT	33'				X
E-20	160+85	Business Sign	28.5' RT	33'	Gateway Properties Group, 4144 Bristol Pl, Mount Pleasant, WI 53405	3220 Washington Ave		X
E-21	160+85	Business Sign	29' LT	33'				X
E-22	160+85 - 161+02	Awning	30' LT	33'	Spangenberg and James T Jr Family, 3324 Foxwood RD, Racine, WI 53405	3217 Washington Ave		X
E-23	161+30 - 161+75	Awning	29' RT	33'	TCS Racine LLC, 5325 W Fond Du Lac Ave, Milwaukee, WI 53216	3216 Washington Ave		X
E-24	161+35 - 161+47	Building Lights	29.5' LT	33'	Robert and Rita Kelley, 5650 Park Ridge Dr., Racine, WI 53402	3213 Washington Ave		X
E-25	162+01	Business Sign	28.5' RT	33'	3212 Washington LLC, 4931 Indian Hills Dr, Racine, WI 53406	3212 Washington Ave		X
E-26	161+71 - 162+13	Awning	29' LT	33'	Jensen Rentals LLC, 344 Old Green Bay Rd, Kenosha, WI 53144	3209 Washington Ave		X
E-27	162+01 - 162+18	Awning	30' RT	33'				X
E-28	162+23 - 162+39	Awning	30' RT	33'	Heritage Group LLC, 4144 Bristol Pl, Mount Pleasant, WI 53405	3208 Washington Ave		X
E-29	162+14 - 162+56	Awning	32' LT	33'				X
E-30	162+34	Business Sign	27' LT	33'	Cougar Properties LLC, 4144 Bristol Pl, Mount Pleasant, WI 53405	3207 Washington Ave		X
E-31	162+64 - 162+78	Building Lights	30.5' RT	33'	Bendt Bendtsen, 3200 Washington Ave, Racine, WI 53405	3200 Washington Ave		X
E-32	163+15 - 163+32	Building Lights	30.5' RT	33'				X
E-33	162+98 - 163+38	Awning	29' LT	33'	Cougar Properties LLC, 4144 Bristol Pl, Mount Pleasant, WI 53405	3122 Washington Ave		X
E-34	163+08	Business Sign	27' LT	33'	Cesare Tenuta, 3114 Washington Ave, Racine, WI 53405	3114 Washington Ave		X
E-35	164+47 - 164+66	Awning	31.5' LT	33'				X
E-36	164+71 - 164+82	Business Sign	31.5' LT	33'	Service Employees Intemantional Union 3027 Washington Ave., Racine, WI 53405	3027 Washington Ave		X
E-37	165+25	Business Sign	30' LT	33'	John H Apple, 1720 College Ave., Racine, WI 53403	3015 Washington Ave		X
E-38	168+27 - 168+59	Awning	28.5' RT	33'				
E-39	169+55 - 169+82	Business Sign	31' RT	37'				

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-1

STATION: 114+83 - 115+23

ENCROACHMENT TO REFERENCE LINE: 30' RT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Awning

OWNER NAME/ADDRESS: Racine Cyclery Inc
4615 Washington Ave.
Racine, WI 53405

PARCEL ADDRESS: 4615 Washington Ave.
Racine, WI 53405

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-2

STATION: 116+45

ENCROACHMENT TO REFERENCE LINE: 30' LT

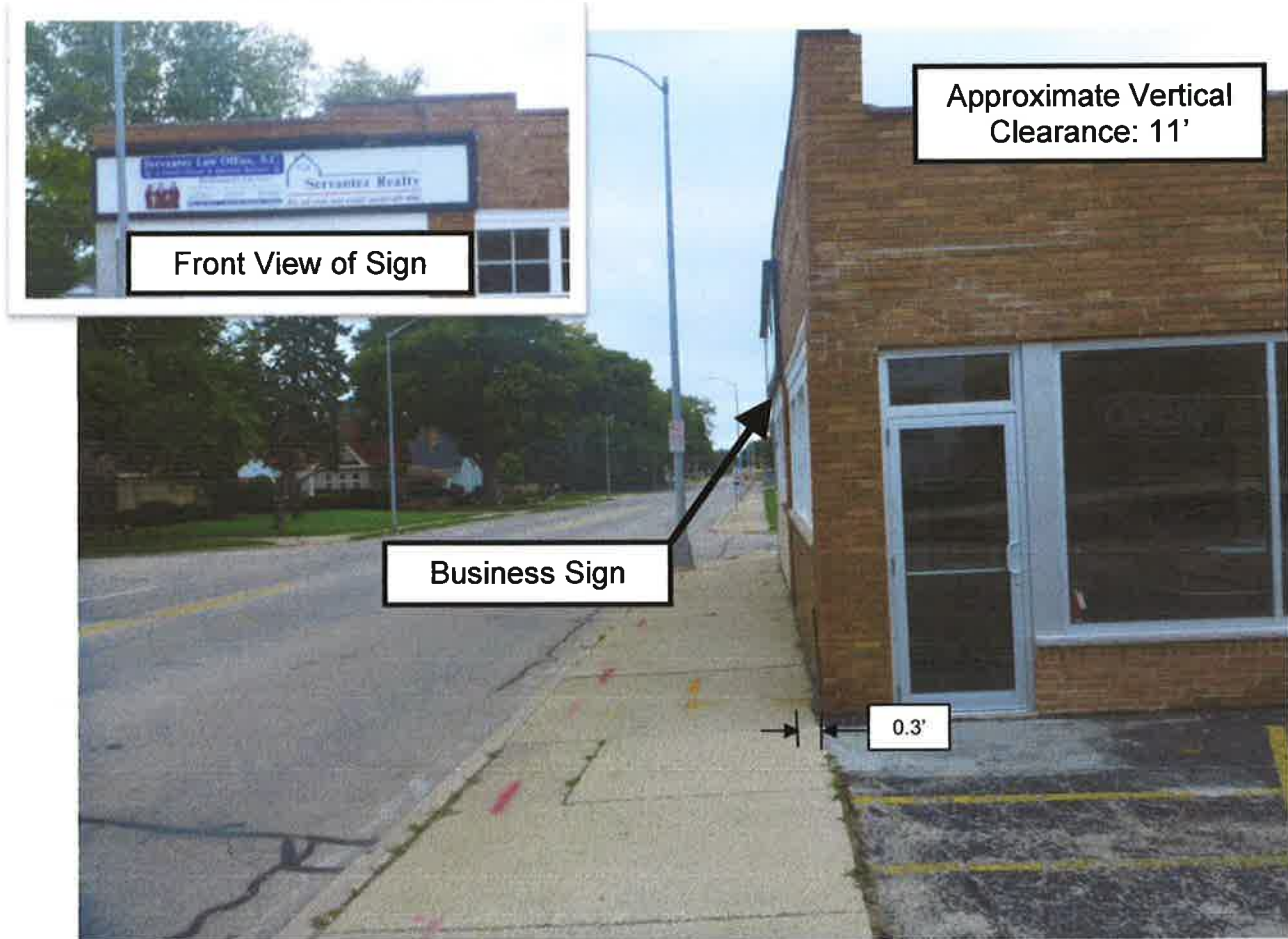
EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Business Sign

OWNER NAME/ADDRESS: BMP Realty Inc
3319 Nobb Hill Dr.
Racine, WI 53406

PARCEL ADDRESS: 4606 Washington Ave.
Racine, WI 53406

ENCROACHMENT PHOTO LOG



STATION: 132+96 - 133+22

ENCROACHMENT TO REFERENCE LINE: 32.7' RT

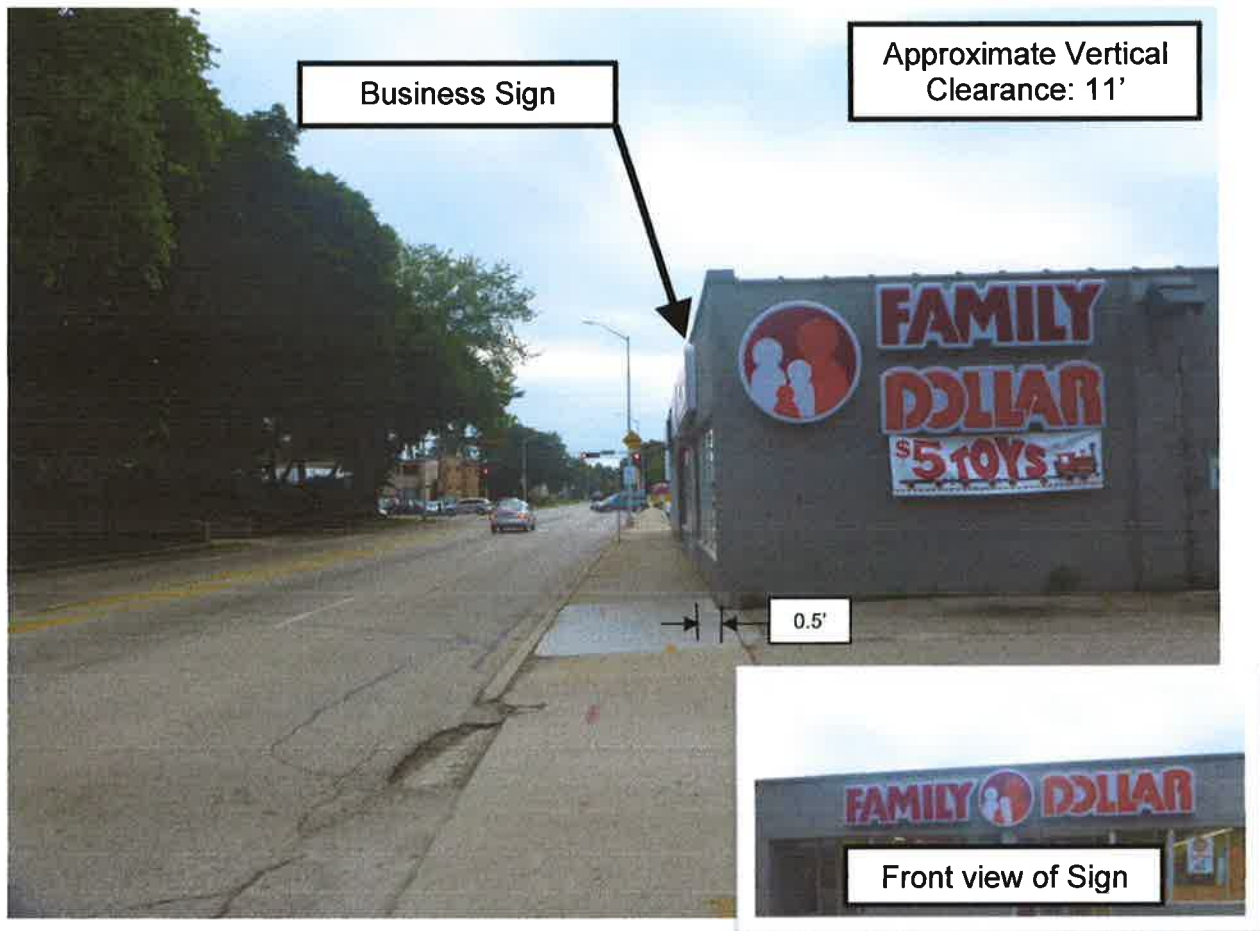
EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Business Sign

OWNER NAME/ADDRESS: Servantez Properties, Inc
4101 Washington Ave.
Racine, WI 53405

PARCEL ADDRESS: 4101 Washington Ave.
Racine, WI 53405

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-4

STATION: 137+83 - 138+16

ENCROACHMENT TO REFERENCE LINE: 32.5' RT

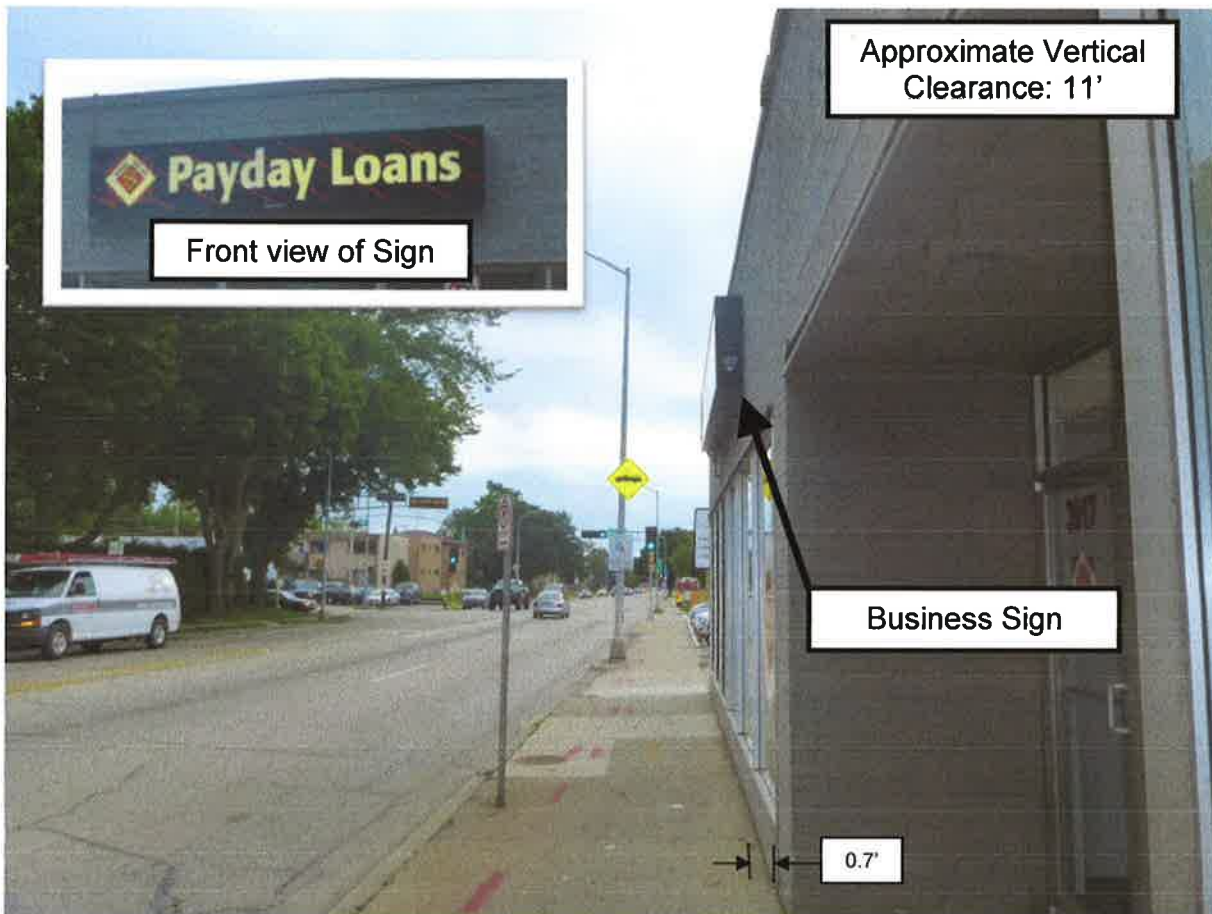
EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Business Sign

OWNER NAME/ADDRESS: NEA Realty Group
85 Nassau Dr.
Great Neck, NY 11021

PARCEL ADDRESS: 3919 Washington Ave.
Racine, WI 53405

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-5

STATION: 138+37 - 138+51

ENCROACHMENT TO REFERENCE LINE: 32.3' RT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Business Sign

OWNER NAME/ADDRESS: NEA Realty Group
85 Nassau Dr.
Great Neck, NY 11021

PARCEL ADDRESS: 3919 Washington Ave.
Racine, WI 53405

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-6

STATION: 139+04

ENCROACHMENT TO REFERENCE LINE: 32.7' RT

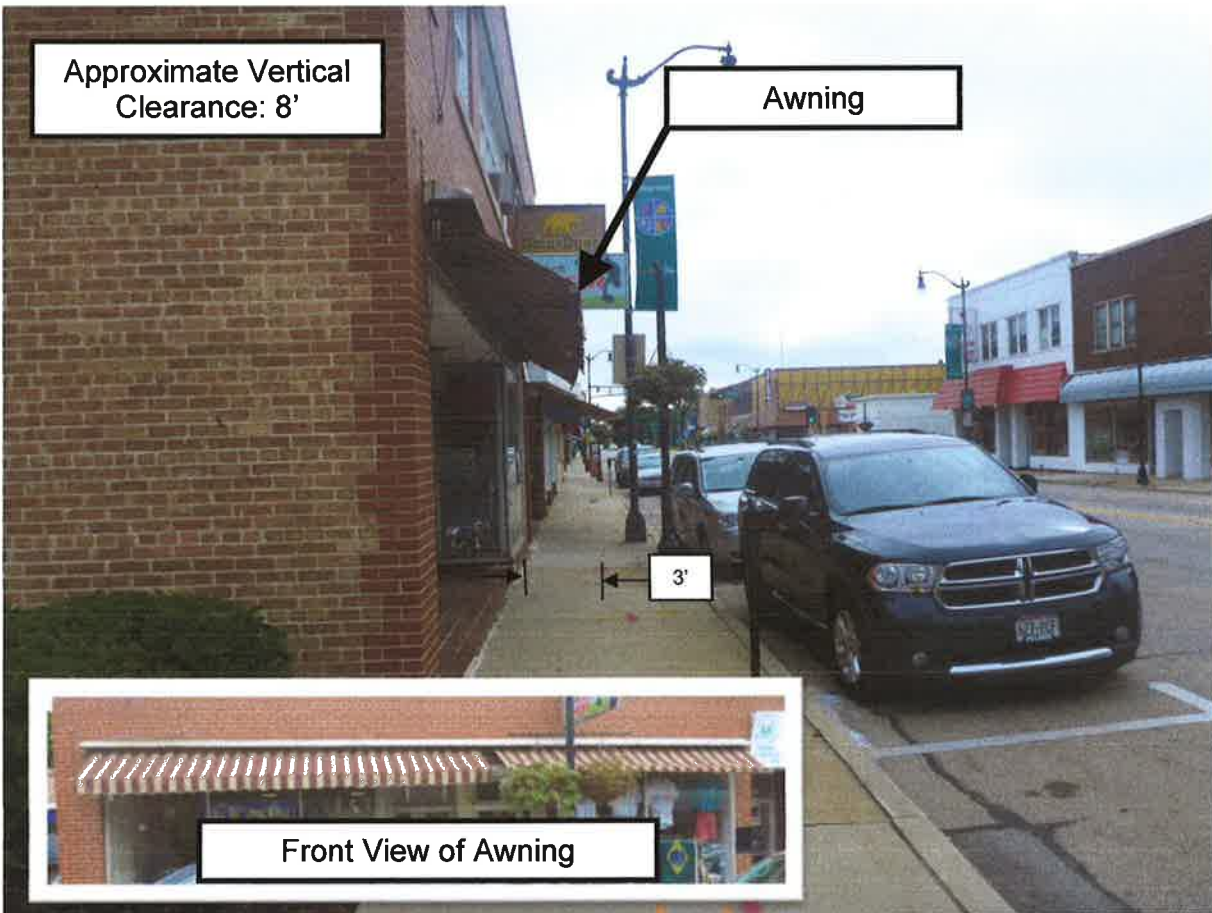
EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Business Sign

OWNER NAME/ADDRESS: D'Aquisto Realty LLC
712 Orchard St.
Racine, WI 53405

PARCEL ADDRESS: 1202 Lathrop Ave.
Racine, WI 5340

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-7

STATION: 157+98 - 158+31

ENCROACHMENT TO REFERENCE LINE: 30' LT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Awning

OWNER NAME/ADDRESS: Juan A. Toscano
1521 Prospect St.
Racine, WI 53404

PARCEL ADDRESS: 3316 Washington Ave.
Racine, WI 53404

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-8

STATION: 158+21

ENCROACHMENT TO REFERENCE LINE: 28' LT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Business Sign

OWNER NAME/ADDRESS: Toscano, Juan A
1521 Prospect St.
Racine, WI 53404

PARCEL ADDRESS: 3316 Washington Ave.
Racine, WI 53404

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-9

STATION: 158+34

ENCROACHMENT TO REFERENCE LINE: 29' LT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Business Sign

OWNER NAME/ADDRESS: Juan A. Toscano
1521 Prospect St.
Racine, WI 53404

PARCEL ADDRESS: 3316 Washington Ave.
Racine, WI 53404

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-10

STATION: 158+37 - 158+58

ENCROACHMENT TO REFERENCE LINE: 29' LT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Awning

OWNER NAME/ADDRESS: Juan A. Toscano
1521 Prospect St.
Racine, WI 53404

PARCEL ADDRESS: 3316 Washington Ave.
Racine, WI 53404

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-11

STATION: 158+59 - 159+01

ENCROACHMENT TO REFERENCE LINE: 31' RT

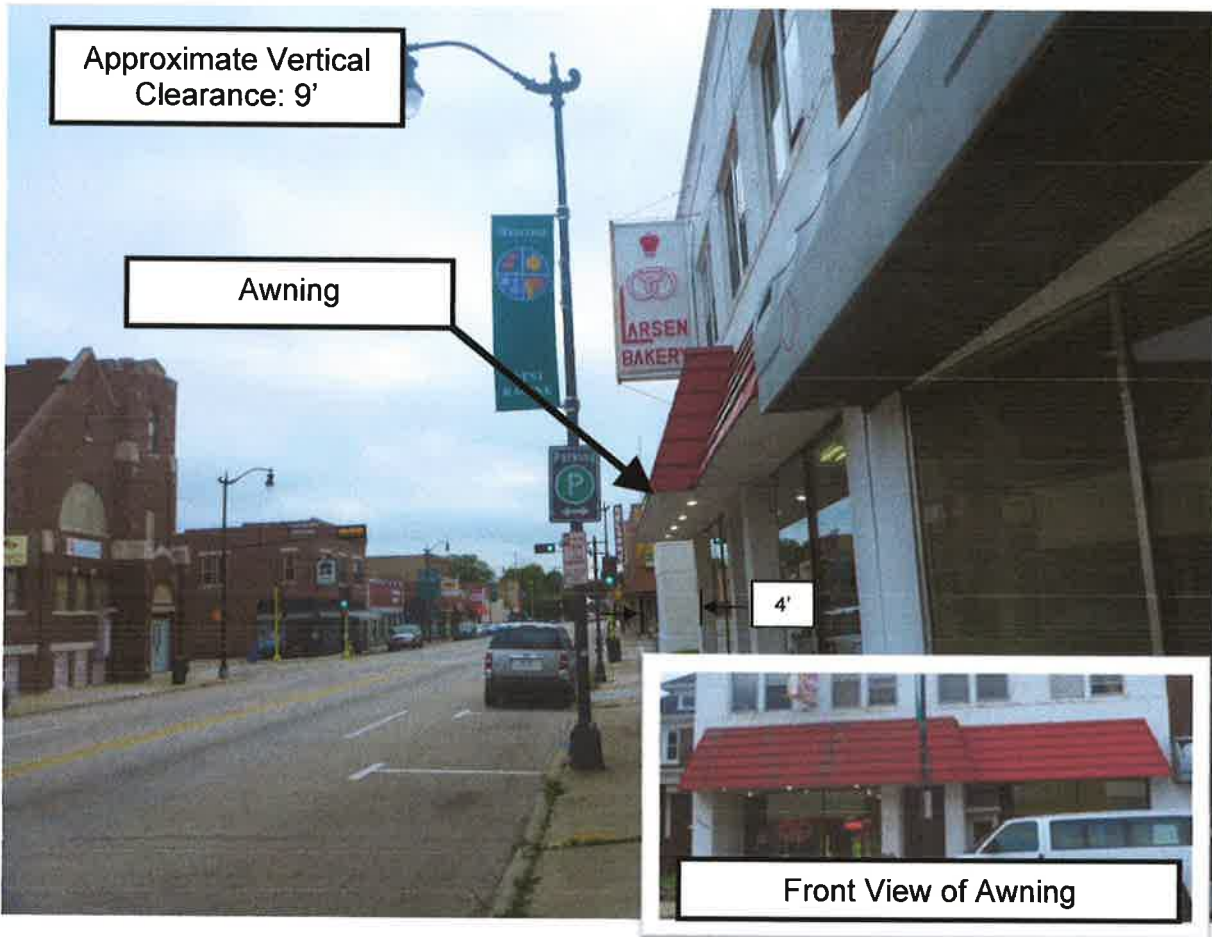
EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Awning

OWNER NAME/ADDRESS: Ernest and Patricia Hutchinson
3442 Indiana St.
Racine, WI 53405

PARCEL ADDRESS: 3313 Washington Ave.
Racine, WI 53404

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-12

STATION: 159+02 - 159+43

ENCROACHMENT TO REFERENCE LINE: 29' RT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Awning

OWNER NAME/ADDRESS: Ernest and Patricia Hutchinson
3442 Indiana St.
Racine, WI 53405

PARCEL ADDRESS: 3313 Washington Ave
Racine, WI 53405

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-13

STATION: 159+33

ENCROACHMENT TO REFERENCE LINE: 28' RT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Business Sign

OWNER NAME/ADDRESS: Ernest and Patricia Hutchinson
3442 Indiana St.
Racine, WI 53405

PARCEL ADDRESS: 3313 Washington Ave.
Racine, WI 53405

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-14

STATION: 158+58 - 158+99

ENCROACHMENT TO REFERENCE LINE: 30' LT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Awning

OWNER NAME/ADDRESS: Richard and Nancy Ganzel
1419 Harrington Dr.
Racine, WI 53405

PARCEL ADDRESS: 3312 Washington Ave.
Racine, WI 53405

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-15

STATION: 158+99 - 159+39

ENCROACHMENT TO REFERENCE LINE: 30' LT

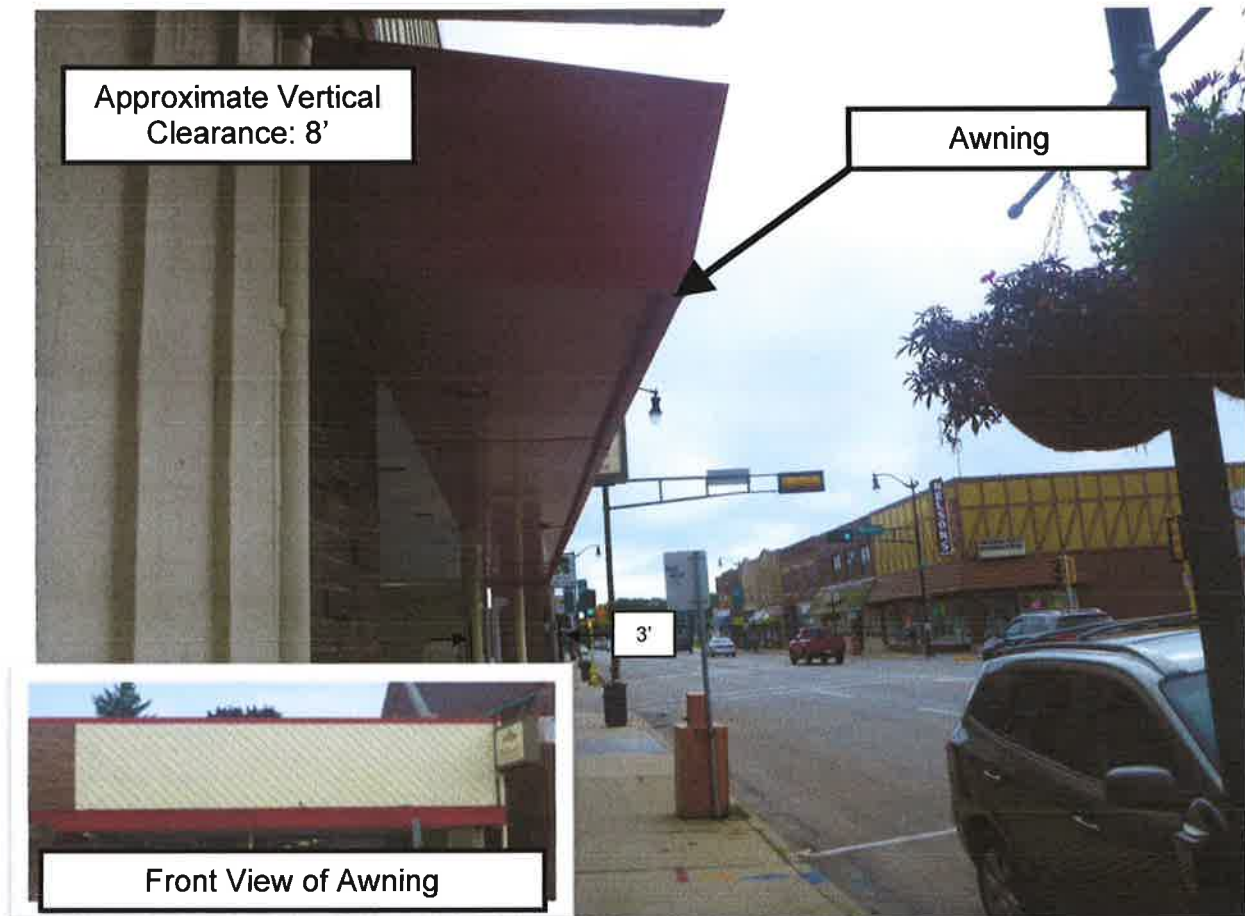
EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Roof Overhang

OWNER NAME/ADDRESS: Ministerio De Restauraci
3308 Washington Ave.
Racine, WI 53405

PARCEL ADDRESS: 3308 Washington Ave.
Racine, WI 53405

ENCROACHMENT PHOTO LOG



ENCROACHMENT NUMBER: E-16

STATION: 159+40 - 159+77

ENCROACHMENT TO REFERENCE LINE: 30' LT

EXISTING RIGHT-OF-WAY FROM
REFERENCE LINE: 33'

ENCROACHMENT DESCRIPTION: Awning

OWNER NAME/ADDRESS: Robin and Diane Wilson
3306 Washington Ave.
Racine, WI 53405

PARCEL ADDRESS: 3306 Washington Ave.
Racine, WI 53405

EXAMPLE

ENCROACHMENT REPORT

**Project I.D. 2410-03-01
W. National Ave
S. 82nd Street to S. 76th Street
Milwaukee County**

PREPARED BY:

**GRAEF
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470**

March 06, 2017

ENCROACHMENT REPORT OVERVIEW

Project I.D. 2410-03-01
W. National Ave
S. 82nd Street to S. 76th Street
Milwaukee County

Encroachment No.	Encroachment	Location	Recommended Disposition
1	AWNING / LIGHT FIXTURES	53+53 LT	REVOCABLE PERMIT
2	SIGN	54+47 LT	REVOCABLE PERMIT
3	SIGN	54+71 LT	REVOCABLE PERMIT
4	AWNING	55+04 LT	REVOCABLE PERMIT
5A	BALCONY OVERHANG	62+66 LT	REVOCABLE PERMIT
5B	BALCONY OVERHANG	62+77 LT	REVOCABLE PERMIT
5C	BALCONY OVERHANG	62+94 LT	REVOCABLE PERMIT
6	FENCE	63+35 LT	REMOVE
7	RETAINING WALL	63+39 RT	REMOVE WITH PROJECT
8	POST	63+65 LT	REMOVE
9	AWNING	63+81 LT	REVOCABLE PERMIT
10	AWNING	64+14 LT	REVOCABLE PERMIT
11	RETAINING WALL	64+26 RT	REMOVE WITH PROJECT
12	RETAINING WALL	64+66 RT	REMOVE WITH PROJECT

ENCROACHMENT REPORTING FORM

COUNTY: Milwaukee	DATE: 1/10/2017
PROJECT ID: 2410-03-01	ENCRO NO: 1
TAX KEY NUMBER: 452-0604-001	PARCEL NO: 8028 W. National Avenue
LETTING DATE: November 12, 2019	HIGHWAY: W. National Avenue
REPORTER: Angel Sanchez	PHONE: (414) 266-9045
DOT PROJ ENGINEER: Todd Becker, WisDOT Local Program Consultant Manager	
LEGAL DESCRIPTION OF ENCROACHMENT and WHAT ENCROACHMENT IS: Awning / light fixtures	

SKETCH OF ENCROACHMENT ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO WIDTH OF HIGHWAY ROW FROM C/L AT ENCROACHMENT: 33.0' NO. OF FEET FROM CENTERLINE TO ENCROACHMENT: 31.3' STATION: 53+53 LT	PHOTOS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NAME & ADDRESS OF OWNER OR RESPONSIBLE PARTY LTL PNK HSZ LLC 8028 W NATIONAL AVENUE WEST ALLIS, WI 53214
--	---

RECOMMENDED ACTION:

☒ Revocable Permit ☐ Removal

FOR OFFICE USE ONLY	
RECOMMENDED ACTION	ACTION TAKEN
REMOVAL ORDER DATE: COMMENTS:	REMOVAL ORDER COMPLIANCE FIELD VERIFIED DATE: BY:
ISSUE REVOCABLE OCCUPANCY PERMIT DATE: COMMENTS:	OCCUPANCY PERMIT ISSUED DATE: BY:
POSSIBLE SALE OR LEASE ENCROACHED LANDS COMMENTS:	SALE OR LEASE OF LAND COMPLETED DATE: BY:

SEE PHOTO REVERSE SIDE



ENCROACHMENT REPORTING FORM

COUNTY: Milwaukee	DATE: 1/10/2017
PROJECT ID: 2410-03-01	ENCRO NO: 2
TAX KEY NUMBER: 452-0564-000	PARCEL NO: 8012 W. National Avenue
LETTING DATE: November 12, 2019	HIGHWAY: W. National Avenue
REPORTER: Angel Sanchez	PHONE: (414) 266-9045
DOT PROJ ENGINEER: Todd Becker, WisDOT Local Program Consultant Manager	
LEGAL DESCRIPTION OF ENCROACHMENT and WHAT ENCROACHMENT IS:	
Sign	

SKETCH OF ENCROACHMENT ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO WIDTH OF HIGHWAY ROW FROM C/L AT ENCROACHMENT: 33.0' NO. OF FEET FROM CENTERLINE TO ENCROACHMENT: 29.9' STATION: 54+47 LT	PHOTOS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NAME & ADDRESS OF OWNER OR RESPONSIBLE PARTY Randy Eldien 13965 W MARIA DRIVE NEW BERLIN, WI 53151
--	---

RECOMMENDED ACTION:

☒ Revocable Permit ☐ Removal

FOR OFFICE USE ONLY	
RECOMMENDED ACTION	ACTION TAKEN
REMOVAL ORDER DATE: COMMENTS:	REMOVAL ORDER COMPLIANCE FIELD VERIFIED DATE: BY:
ISSUE REVOCABLE OCCUPANCY PERMIT DATE: COMMENTS:	OCCUPANCY PERMIT ISSUED DATE: BY:
POSSIBLE SALE OR LEASE ENCROACHED LANDS COMMENTS:	SALE OR LEASE OF LAND COMPLETED DATE: BY:

SEE PHOTO REVERSE SIDE



ENCROACHMENT REPORTING FORM

COUNTY: Milwaukee	DATE: 1/10/2017
PROJECT ID: 2410-03-01	ENCRO NO: 3
TAX KEY NUMBER: 452-0564-000	PARCEL NO: 8012 W. National Avenue
LETTING DATE: November 12, 2019	HIGHWAY: W. National Avenue
REPORTER: Angel Sanchez	PHONE: (414) 266-9045
DOT PROJ ENGINEER: Todd Becker, WisDOT Local Program Consultant Manager	
LEGAL DESCRIPTION OF ENCROACHMENT and WHAT ENCROACHMENT IS:	
Sign	

SKETCH OF ENCROACHMENT ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO WIDTH OF HIGHWAY ROW FROM C/L AT ENCROACHMENT: 33.0' NO. OF FEET FROM CENTERLINE TO ENCROACHMENT: 31.0' STATION: 54+71 LT	PHOTOS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NAME & ADDRESS OF OWNER OR RESPONSIBLE PARTY Randy Eldien 13965 W MARIA DRIVE NEW BERLIN, WI 53151
--	---

RECOMMENDED ACTION:

☒ Revocable Permit ☐ Removal

FOR OFFICE USE ONLY	
RECOMMENDED ACTION	ACTION TAKEN
REMOVAL ORDER DATE: COMMENTS:	REMOVAL ORDER COMPLIANCE FIELD VERIFIED DATE: BY:
ISSUE REVOCABLE OCCUPANCY PERMIT DATE: COMMENTS:	OCCUPANCY PERMIT ISSUED DATE: BY:
POSSIBLE SALE OR LEASE ENCROACHED LANDS COMMENTS:	SALE OR LEASE OF LAND COMPLETED DATE: BY:

SEE PHOTO REVERSE SIDE



ENCROACHMENT REPORTING FORM

COUNTY: Milwaukee	DATE: 1/10/2017
PROJECT ID: 2410-03-01	ENCRO NO: 4
TAX KEY NUMBER: 452-0563-000	PARCEL NO: 8004 W. National Avenue
LETTING DATE: November 12, 2019	HIGHWAY: W. National Avenue
REPORTER: Angel Sanchez	PHONE: (414) 266-9045
DOT PROJ ENGINEER: Todd Becker, WisDOT Local Program Consultant Manager	
LEGAL DESCRIPTION OF ENCROACHMENT and WHAT ENCROACHMENT IS: Awning	

SKETCH OF ENCROACHMENT ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO WIDTH OF HIGHWAY ROW FROM C/L AT ENCROACHMENT: 33.0' NO. OF FEET FROM CENTERLINE TO ENCROACHMENT: 30.8' STATION: 55+04 LT	PHOTOS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NAME & ADDRESS OF OWNER OR RESPONSIBLE PARTY MCH Properties LLC 7732 W NATIONAL AVENUE WEST ALLIS, WI 53214
--	--

RECOMMENDED ACTION:

☒ Revocable Permit ☐ Removal

FOR OFFICE USE ONLY	
RECOMMENDED ACTION	ACTION TAKEN
REMOVAL ORDER DATE: COMMENTS:	REMOVAL ORDER COMPLIANCE FIELD VERIFIED DATE: BY:
ISSUE REVOCABLE OCCUPANCY PERMIT DATE: COMMENTS:	OCCUPANCY PERMIT ISSUED DATE: BY:
POSSIBLE SALE OR LEASE ENCROACHED LANDS COMMENTS:	SALE OR LEASE OF LAND COMPLETED DATE: BY:

SEE PHOTO REVERSE SIDE



ENCROACHMENT REPORTING FORM

COUNTY: Milwaukee	DATE: 1/10/2017
PROJECT ID: 2410-03-01	ENCRO NO: 5A
TAX KEY NUMBER: 452-0141-000	PARCEL NO: 7730 W. National Avenue
LETTING DATE: November 12, 2019	HIGHWAY: W. National Avenue
REPORTER: Angel Sanchez	PHONE: (414) 266-9045
DOT PROJ ENGINEER: Todd Becker, WisDOT Local Program Consultant Manager	
LEGAL DESCRIPTION OF ENCROACHMENT and WHAT ENCROACHMENT IS: Balcony Overhang	

SKETCH OF ENCROACHMENT ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO WIDTH OF HIGHWAY ROW FROM C/L AT ENCROACHMENT: 33.0' NO. OF FEET FROM CENTERLINE TO ENCROACHMENT: 31.9' STATION: 62+66 LT	PHOTOS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NAME & ADDRESS OF OWNER OR RESPONSIBLE PARTY MICHAEL R. HOTTINGER 8874 GARDEN LANE GREENDALE, WI 53129
--	---

RECOMMENDED ACTION:

☒ Revocable Permit ☐ Removal

FOR OFFICE USE ONLY	
RECOMMENDED ACTION	ACTION TAKEN
REMOVAL ORDER DATE: COMMENTS:	REMOVAL ORDER COMPLIANCE FIELD VERIFIED DATE: BY:
ISSUE REVOCABLE OCCUPANCY PERMIT DATE: COMMENTS:	OCCUPANCY PERMIT ISSUED DATE: BY:
POSSIBLE SALE OR LEASE ENCROACHED LANDS COMMENTS:	SALE OR LEASE OF LAND COMPLETED DATE: BY:

SEE PHOTO REVERSE SIDE



ENCROACHMENT REPORTING FORM

COUNTY: Milwaukee	DATE: 1/10/2017
PROJECT ID: 2410-03-01	ENCRO NO: 5B
TAX KEY NUMBER: 452-0141-000	PARCEL NO: 7730 W. National Avenue
LETTING DATE: November 12, 2019	HIGHWAY: W. National Avenue
REPORTER: Angel Sanchez	PHONE: (414) 266-9045
DOT PROJ ENGINEER: Todd Becker, WisDOT Local Program Consultant Manager	
LEGAL DESCRIPTION OF ENCROACHMENT and WHAT ENCROACHMENT IS: Balcony Overhang	

SKETCH OF ENCROACHMENT ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO WIDTH OF HIGHWAY ROW FROM C/L AT ENCROACHMENT: 33.0' NO. OF FEET FROM CENTERLINE TO ENCROACHMENT: 31.9' STATION: 62+77 LT	PHOTOS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NAME & ADDRESS OF OWNER OR RESPONSIBLE PARTY MICHAEL R. HOTTINGER 8874 GARDEN LANE GREENDALE, WI 53129
--	---

RECOMMENDED ACTION:

☒ Revocable Permit ☐ Removal

FOR OFFICE USE ONLY	
RECOMMENDED ACTION	ACTION TAKEN
REMOVAL ORDER DATE: COMMENTS:	REMOVAL ORDER COMPLIANCE FIELD VERIFIED DATE: BY:
ISSUE REVOCABLE OCCUPANCY PERMIT DATE: COMMENTS:	OCCUPANCY PERMIT ISSUED DATE: BY:
POSSIBLE SALE OR LEASE ENCROACHED LANDS COMMENTS:	SALE OR LEASE OF LAND COMPLETED DATE: BY:

SEE PHOTO REVERSE SIDE



ENCROACHMENT REPORTING FORM

COUNTY: Milwaukee	DATE: 1/10/2017
PROJECT ID: 2410-03-01	ENCRO NO: 5C
TAX KEY NUMBER: 452-0141-000	PARCEL NO: 7730 W. National Avenue
LETTING DATE: November 12, 2019	HIGHWAY: W. National Avenue
REPORTER: Angel Sanchez	PHONE: (414) 266-9045
DOT PROJ ENGINEER: Todd Becker, WisDOT Local Program Consultant Manager	
LEGAL DESCRIPTION OF ENCROACHMENT and WHAT ENCROACHMENT IS: Balcony Overhang	

SKETCH OF ENCROACHMENT ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO WIDTH OF HIGHWAY ROW FROM C/L AT ENCROACHMENT: 33.0' NO. OF FEET FROM CENTERLINE TO ENCROACHMENT: 31.9' STATION: 62+94 LT	PHOTOS ATTACHED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NAME & ADDRESS OF OWNER OR RESPONSIBLE PARTY MICHAEL R. HOTTINGER 8874 GARDEN LANE GREENDALE, WI 53129
--	---

RECOMMENDED ACTION:

☒ Revocable Permit ☐ Removal

FOR OFFICE USE ONLY	
RECOMMENDED ACTION	ACTION TAKEN
REMOVAL ORDER DATE: COMMENTS:	REMOVAL ORDER COMPLIANCE FIELD VERIFIED DATE: BY:
ISSUE REVOCABLE OCCUPANCY PERMIT DATE: COMMENTS:	OCCUPANCY PERMIT ISSUED DATE: BY:
POSSIBLE SALE OR LEASE ENCROACHED LANDS COMMENTS:	SALE OR LEASE OF LAND COMPLETED DATE: BY:

SEE PHOTO REVERSE SIDE





Dennis Matusin

From: Dennis K. Matusin <dennis.matusin@daarcorp.com>
Sent: Tuesday, January 17, 2017 10:24 AM
To: badgerdog@wi.rr.com
Subject: FW: 2790-00-00 Encroachment Rport Comments & 30% review of Plan Set

Examples of Encroachment Report Comments

From: Dennis K. Matusin
Sent: Friday, February 12, 2016 2:20 PM
To: Tammy Tucker <tammy.tucker@daarcorp.com>; Todd Becker <todd.becker@daarcorp.com>
Cc: Paty Donahue <paty.donahue@daarcorp.com>; Dennis K. Matusin <dennis.matusin@daarcorp.com>; Radtke, Debi - DOT <Debi.Radtke@dot.wi.gov>; SELP.FILE <selp.file@daarcorp.com>
Subject: FW: 2790-00-00 Encroachment Rport Comments & 30% review of Plan Set

Tammy, Todd,
Upon review of the Encroachment Report, 30% Plan/Profile, and Cross Sections, please see the following:

- **Encroachment 1** – Is fence in Existing R/W? If so, fence may be 40' beyond slope intercept and could remain with **Revocable Occupancy Permit**. However this is up to Waukesha County if they want the fence removed.
- **Encroachments 2 & 3** – Agree with removal, although on **Encroachment Reporting Forms**, 2nd section, "Width of Highway ROW from C/L at Encroachment", please delete 40', insert 33' (which is existing r/w).
- **Encroachment 4** – Each fence line is an encroachment. Create separate line item. On **Encroachment Reporting Forms**, 2nd section, "Width of Highway ROW from C/L at Encroachment", please delete 40', insert 33' (which is existing r/w).
- **Encroachment 5** – Agree with removal. On **Encroachment Reporting Form**, 2nd section, "Width of Highway ROW from C/L at Encroachment", please delete 40', insert 33' (which is existing r/w).
- **Encroachment 6** – This is **not an encroachment** as Sign with Rock Wall Base is 34' out in an area of 33' existing r/w. Sign is 1' on owner's property, therefore Real Estate damages will accrue as to the cost to relocate the sign beyond proposed r/w of 40'. NOTE: An encroachment can not be created as a result of an acquisition of FEE, TLE, HE or PLE.
- **Encroachment 7** – Agree with removal. On **Encroachment Reporting Form**, 2nd section, "Width of Highway ROW from C/L at Encroachment", please delete 40', insert 50' (which is existing r/w).
- **Encroachment 8** – This also is **not an encroachment** as Sports Park Sign is 36' out in an area of 33' existing r/w. Sign is 3' on owner's property, therefore Real Estate damages will accrue as to the cost to relocate the sign beyond proposed r/w of 40'. NOTE: An encroachment can not be created as a result of an acquisition of FEE, TLE, HE or PLE.
- **Encroachment 9** – Each is a separate encroachment. **Front Porch** – Agree with Revocable Occupancy Permit.

Septic Vent – Vent is 2' from Slope Intercept cut area. Septic System **may** extend into cut area, possibly creating a failed system. Owner would then have to

relocate appropriate system at owner's expense due to encroaching into county r/w.

- **Encroachment 10** – Each fence is a separate encroachment. Agree with removal.

Cross

s Sections

- Each cross section should show Existing R/W (ex r/w), Proposed R/W, PLE & TLE's.
- It is recommended to extend TLE to 5' beyond slope intercept on Plan/Profile and cross sections.
- Please provide Preliminary R/W Plat as soon as possible for review and comments. Thank You

Dennis K. Matusin

WisDOT SE Region MC - LPA Real Estate Coordinator

DAAR Corporation

325 E. Chicago Street, Suite 500

Milwaukee, WI 53202

office # (414) 225-9817, direct 414-935-4369, fax # (414) 225-9826, cell # (262) 337-3232

dennis.matusin@daarcorp.com

www.daarcorp.com

DAAR Engineering, Inc. is the management consultant representing the Wisconsin Department of Transportation, SE Region Local Program.

The information contained in this message may be privileged, confidential, and protected from disclosure. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.



From: Todd Becker

Sent: Thursday, February 11, 2016 9:46 AM

To: Dennis K. Matusin <dennis.matusin@daarcorp.com>; Paty Donahue <paty.donahue@daarcorp.com>; Michelle Humitz <michelle.humitz@daarcorp.com>

Cc: Tammy Tucker <tammy.tucker@daarcorp.com>

Subject: FW: 2790-00-00 Encroachment Rpt

Dennis/Paty,

For your review. Copy has been saved to the following location: [K:\Localprograms\SELP PROJECTS\2790-00-00 CTH I \(BELOIT RD\)\R-W\Encroachment](K:\Localprograms\SELP PROJECTS\2790-00-00 CTH I (BELOIT RD)\R-W\Encroachment) Please provide comments by February 25th.

Michelle, please print one copy for our files.

Dennis Matusin

From: Dennis K. Matusin <dennis.matusin@daarcorp.com>
Sent: Tuesday, January 17, 2017 10:20 AM
To: badgerdog@wi.rr.com
Subject: Emailing: 2230-00-04%20West%20Greenfield%20Avenue%20Encroachment%20Report%20comments

From: Dennis K. Matusin
Sent: Friday, December 02, 2016 11:05 AM
To: Samuel Medhin
Cc: Dennis K. Matusin; Burki, William G - DOT; Todd Becker
Subject: 2230-00-04 West Greenfield Avenue Encroachment Report comments

Samuel,
Bill Burki has a good point, please see his email below and respond. Thank You

From: Burki, William G - DOT [<mailto:William.Burki@dot.wi.gov>]
Sent: Thursday, December 01, 2016 1:26 PM
To: Dennis K. Matusin <dennis.matusin@daarcorp.com>
Subject: RE: 2230-00-04 West Greenfield Avenue Encroachment Report comments

Dennis,

This all looks good. I just have one question after going through the encroachment report. Why is E-15A recommendation "Special Privilege Required"? Should it not also be a revocable occupancy permit to stay consistent with E-57, E-73A, E-74A, E-72A and E-76A?

From: Dennis K. Matusin [<mailto:dennis.matusin@daarcorp.com>]
Sent: Wednesday, November 30, 2016 3:03 PM
To: Burki, William G - DOT <William.Burki@dot.wi.gov>
Cc: Becker, Todd <todd.becker@daarcorp.com>; Matusin, Dennis <dennis.matusin@daarcorp.com>
Subject: FW: 2230-00-04 West Greenfield Avenue Encroachment Report comments

Bill,
My original comments are shown below in Blue. R.A. Smith comments are in green. Please see my comments below in red. We can discuss or just email whatever you like. Thank You

From: Todd Becker
Sent: Wednesday, November 30, 2016 10:16 AM
To: Dennis K. Matusin <dennis.matusin@daarcorp.com>
Cc: Tammy Tucker <tammy.tucker@daarcorp.com>
Subject: RE: 2230-00-04 West Greenfield Avenue Encroachment Report comments

Dennis,

Please review and finalize with approvals by Bill.

Thank you,

Todd

From: Elkin, John [<mailto:John.Elkin@rasmithnational.com>]
Sent: Monday, November 28, 2016 2:49 PM
To: Todd Becker <todd.becker@daarcorp.com>; Medhin, Samuel (smedhi@milwaukee.gov) <smedhi@milwaukee.gov>
Cc: Elliot Smyth (esmyth@milwaukee.gov) <esmyth@milwaukee.gov>; Chrisbaum, Chad T <cchris@milwaukee.gov>;
Axt, Andy <Andy.Axt@rasmithnational.com>; Tammy Tucker <tammy.tucker@daarcorp.com>; Dennis K. Matusin
<dennis.matusin@daarcorp.com>; SELP.FILE <selp.file@daarcorp.com>; Bonack, Joan - DOT <Joan.Bonack@dot.wi.gov>
Subject: RE: 2230-00-04 West Greenfield Avenue Encroachment Report comments

Todd – we have conferred with the City on the comments below and our follow up comments are noted in green. Attached is the revised encroachment report.

Thanks,

John

John A. Elkin, M.S., P.E., Associate
R.A. Smith National, Inc.
262-317-3312

From: Todd Becker [<mailto:todd.becker@daarcorp.com>]
Sent: Saturday, November 19, 2016 9:43 AM
To: Elkin, John <John.Elkin@rasmithnational.com>; Medhin, Samuel (smedhi@milwaukee.gov) <smedhi@milwaukee.gov>
Cc: Elliot Smyth (esmyth@milwaukee.gov) <esmyth@milwaukee.gov>; Chrisbaum, Chad T <cchris@milwaukee.gov>;
Axt, Andy <Andy.Axt@rasmithnational.com>; Tammy Tucker <tammy.tucker@daarcorp.com>; Dennis K. Matusin
<dennis.matusin@daarcorp.com>; SELP.FILE <selp.file@daarcorp.com>; Bonack, Joan - DOT <Joan.Bonack@dot.wi.gov>
Subject: FW: 2230-00-04 West Greenfield Avenue Encroachment Report comments

John/Sam,

I don't see a response in the file for this report, even though I had one drafted. Sorry about not sending earlier.

I noticed in the encroachment report a few encroachments are more than 1 foot inside the R/W. What this means is that the existing sidewalk is not 1 foot off the back the walk. And some of the encroachments are recommended to be allowed to stay. Why? We have areas with very little terrace. You should be removing the encroachments and utilizing the public R/W for the sidewalk and terrace. Please review/consider.

We agree with the recommendations except, please see the following concerns:

- E-12b – Boulder - Not consistent with E-50; recommend removal of boulder; Stay, send revocable occupancy permit; Recommend removal
- E-19a – Building Face - To be Allowed under s 245-4-15. Encroachment of Building Face is 1.2'. Code says "Remodeling a maximum of 6". Not consistent with many other "Building Face" encroachments that require Revocable Occupancy Permits; please rectify Revocable occupancy permit; Agree
- E-43g – Concrete Pad - agree with removal as it serves no purpose; Are you stating the contractor will do the removal? That will be non-participating work, then; please advise property owner; A letter will be sent to the property owner stating they need to remove prior to construction. Agree

- E-50 – Boulder - Agree with removal; Are you stating the contractor will do the removal? That will be non-participating work, then; please advise property owner; **Revocable occupancy permit; Recommend removal**
- E-52a, 52b –Asphalt Curb - Agree with removal; Are you stating the contractor will do the removal/saw cut? That will be non-participating work, then, or was the curb built by the City; please advise property owner; **A letter will be sent to the property owner stating they need to remove prior to construction; Agree**
- E-62a, E-62b – Timber Retaining Wall - Can sidewalk be constructed with timbers in place? **Recommend removal** prior to construction. **A letter will be sent to the property owner stating they need to remove prior to construction;**
- E-66a – Building – Inconsistent with E-67. Recommend Revocable Occupancy Permit; **Revocable occupancy permit. Agree**
- E-68a – Building - Inconsistent with E-67. Recommend Revocable Occupancy Permit; ~~E-68b & 68c – Agree with removal; please send removal letter to owner.~~ **Revocable occupancy permit; Agree**
- E-72a – Building - Inconsistent with ~~E-68a~~, E-67, E-73a, E-74a. Recommend Revocable Occupancy Permit; **Revocable occupancy permit; Agree**
- E-76a – Building - Inconsistent with ~~E-68a~~, E-67, E-73a, E-74a. Recommend Revocable Occupancy Permit; **Revocable occupancy permit; Agree**
- E-82 – Building Face – Historic Site; - Inconsistent with ~~E-68a~~, E-67, E-73a, E-74a, E-77a, E-79a. Recommend Revocable Occupancy Permit; **Revocable occupancy permit; Agree**
- E-85a – Building Face - Inconsistent with ~~E-68a~~, E-67, E-73a, E-74a, E-77a, E-79a. Recommend Revocable Occupancy Permit; **Revocable occupancy permit; Agree**
- E86a and 86d – Timber Retaining Wall - Can sidewalk be constructed with timbers in place? Recommend removal letter to be sent **Timber walls are at least 1' behind the sidewalk. Sidewalk removal and construction should not be an issue. Revocable occupancy permit; Agree**
- E117b - Agree with removal; Are you stating the contractor will do the removal? That will be non-participating work, then; please advise property owner; **A letter will be sent to the property owner stating they need to remove prior to construction; Agree**
- 128c, 128d, - Timber Landscaping - Can sidewalk be constructed with timbers in place? Recommend removal letter to be sent **A letter will be sent to the property owner stating they need to remove prior to construction; Agree**
- E-129 – Wood Fence - Recommend removal letter to be sent **A letter will be sent to the property owner stating they need to remove prior to construction; Agree**
- E-139b – Building Face - Inconsistent with ~~E-68a~~, E-67, E-73a, E-74a, E-77a, E-79a, E-14a, 158b. Recommend Revocable Occupancy Permit; **Revocable occupancy permit; Agree**
- E -157b – Building - Permissible under s245-4-15; while E-158b requires a Revocable Occupancy Permit; Inconsistent? Please rectify. **Revocable occupancy permit; Agree**

On items in Green – Will the Special Privileges be granted to all owners prior to Construction? If not, they will need to be removed either by owner or as part of the project. **Agree**

Please let me know if you have any questions. A revised report is requested for final review/approval by the Department.

Thank you,

Todd

ENCROACHMENT REPORTING FORM

COUNTY:	DATE:
PROJECT ID:	ENCROACHMENT NUMBER:
TAX KEY NUMBER:	PARCEL NUMBER:
LETTING DATE:	HIGHWAY:
REPORTER:	PHONE:
PROJECT MANAGER:	
DESCRIPTION OF ENCROACHMENT:	

SKETCH OF ENCROACHMENT ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO	PHOTOS ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO
WIDTH OF HIGHWAY ROW FROM C/L AT ENCROACHMENT:	NAME & ADDRESS OF OWNER OR RESPONSIBLE PARTY
NO. OF FEET FROM CENTERLINE TO ENCROACHMENT:	
STATION #: Encroachment is within existing Right of Way by:	

RECOMMENDED ACTION: ☐ Revocable Permit ☐ Removal

FOR OFFICE USE ONLY	
RECOMMENDED ACTION	ACTION TAKEN
REMOVAL ORDER DATE: COMMENTS:	REMOVAL ORDER COMPLIANCE FIELD VERIFIED DATE: BY:
ISSUE REVOCABLE OCCUPANCY PERMIT DATE: COMMENTS:	OCCUPANCY PERMIT ISSUED DATE: BY:
POSSIBLE SALE OR LEASE ENCROACHED LANDS COMMENTS:	SALE OR LEASE OF LAND COMPLETED DATE: BY:

SEE ATTACHED PHOTO

TRADITIONAL R/W PLAT

TABLE OF CONTENTS ON TRADITIONAL PRELIMINARY R/W PLAT REVIEW

This Section shall be completed on Local Real Estate & State/Federal Funded Projects

- Traditional Preliminary R/W Plat Review Notes
- Example of approved State Municipal Agreement (Local Program)
- Example of approved State Municipal Agreement (Connecting Hwy)
- Example of Local Program R/W Project Plat
- Definitions for TLE, PLE and Highway Easement
- Example of Traditional Preliminary R/W Plat Comments
- Traditional R/W Plat Preparation (FDM Chapter 12 Section 15)

PRELIMINARY RIGHT OF WAY (R/W) PLAT REVIEW

Traditional Plat

Title Sheet (See attached example in FDM 12-15 Attachment 1.1)

- Check R/W Project ID Number (must match State Municipal Agreement);
- Check Title Block (upper right) under “Plat of R/W Required for” (must match State Municipal Agreement);
- If R/W Plat includes TLE’s, PLE’s or Highway Easements
 - TLE definition should be in the “Notes” area;
 - This also applies to PLE’s and/or Highway Easements as well;
- Check that “Begin Relocation Order” and “End Relocation Order” are shown as noted on the sample Title Sheet with distance to the nearest ¼ Corner (FDM 12-15 Attachment 1.1);
- Check lower right of Title Sheet for Registered Land Surveyor signature, date and stamp;
- Confirm Plat Approval signature for specific LPA;
 - If the R/W Plat limits are within more than one Municipality each Municipality should have approval box;

Schedule of Lands and Interest required (FDM 12-15 Attachment 1.2)

- Review for accuracy
 - Confirm each Parcel has the proper interest required as shown on Parcel Plat Sheets;

Detail Sheets (Parcel Sheets)

- Check for proper R/W Project number;
- Check for proper Construction Project number;
 - During review, Fee, TLE, PLE, and HE may need to be increase/decreased based on Cross Sections and proximity from the slope intercept to the back limits;
- Confirm Slope Intercept lines for minimum of 5’ behind Slope Intercept
 - TLE or additional TLE may be needed;
 - If slopes are severe that render Property Owner’s land unusable, acquire In Fee;
 - Check Driveway grading slope intercept. If it’s at Property Line a 5’ TLE is needed along with a 5’ minimum to each side of driveway;
- Confirm proper FEE has cross hatch;
- Confirm proper TLE symbol (*dotted*);
- Confirm proper PLE symbol (*dotted with broken diagonal line*);
- Confirm proper HE symbol (*diagonal broken line with no dots*);

Note: Each fee Parcel should have a different pattern of Cross hatching on abutting properties to distinguish the parcel limit to the other

Cross Sections

- Compare R/W Plat, Plan/Profile with Cross Sections (all must coincide);
 - Confirm existing R/W label is on Right/Left side;
 - Confirm proposed R/W label is on Right/Left side;
 - Confirm TLE label is on Right/Left side;
- Check to make sure there is room for contractor grading between Toe of Slope and project limits.
- Upload a copy of Preliminary R/W Plat and comments in READS

Example of Approved State Municipal Agreement (Local Program)

State of Wisconsin

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: June 26, 2014

SUBJECT: Project Agreement:

ID 2410-00-06/76
Title West National Avenue
Limits S 92nd St to W Lincoln Ave
County Milwaukee

The Attached Agreement Is Recommended For Approval:

PROGRAM: 206 – 2013-2018 STP-Urban Over 200,000

CONCEPTS COVERED by this AGREEMENT: Design, Construction

ESTIMATED COST: \$1,776,000

PARTICIPATION: Project is funded 80% Federal / 20% Local with a federal cap of \$1,128,622.

NON-PARTICIPATION: \$365,000 for water and sanitary sewer adjustments and associated work.


EXECUTED BY: City of West Allis

DATE: 6/24/2014

LET DATE: 2/13/2018

NOTES:

REGION REVIEWER:



Local Program Engineer

6/26/2014
DATE

REGION: SE



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

Program Name: STP-Urban
Population Group: Over 200,000
Sub-program #: 206

Date: May 30, 2014

I.D.: 2410-00-06/76

Road Name: West National Avenue

Limits: S 92nd to W Lincoln Ave

County: Milwaukee

Roadway Length: 0.25 mi

Functional Classification: Minor Arterial

Project Sponsor: City of West Allis

Urbanized Area: Milwaukee

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: West National Avenue is a two-lane, urban cross-section roadway with 12ft wide travel lanes and 11ft wide shoulders with parking. The road is classified as a minor arterial with an ADT of 13,500. The pavement is asphalt over concrete. Sidewalks are present on the route.

West National Avenue was last improved in 1986. The road now has a rough ride quality due to cracking, potholes and depressions. The pavement has a PQI rating of 3. The existing concrete base is deteriorated contributing to joint failure. The water mains are 82 years old on the route and require replacement. The direct bury series lighting circuit is out-of-date and poses a danger.

Proposed Improvement - Nature of work: Reconstruction. The proposed work is to reconstruct approximately 1,300 ft of the road as an urban cross-section. Additional work will include storm sewers, signals, standard lighting, permanent and temporary pavement marking, and permanent and temporary signing. Real estate includes both permanent and temporary acquisitions.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Water and sanitary sewer adjustments and associated work.

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$1,128,622 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$1,128,622 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 2410-00-06					
Design	\$185,272	\$148,218	80%	\$37,054	20% + BAL
State Review	\$46,318	\$37,054	80%	\$9,264	20% + BAL
ID 2410-00-76					
Participating Construction	\$1,002,309	\$801,847	80%	\$200,462	20% + BAL
Non-Participating Construction	\$364,748	\$0	0%	\$364,748	100%
State Review	\$176,879	\$141,503	80%	\$35,376	20% + BAL
Total Est. Cost Distribution	\$1,775,526	\$1,128,622		\$646,904	

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$1,128,622 for all federally-funded project phases, this percentage may change over the life of the project.

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

Signed for and in behalf of: **City of West Allis** (please sign in blue ink.)

Name [Signature] Title DDP/City Engineer Date 6/24/2019

Signed for and in behalf of the State:

Name [Signature] Title SE Regional Planning Chief Date 6/25/19

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.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.

- g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. 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 municipality 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 Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: Water and sanitary sewer manhole adjustments and associated work.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
9. Work to be performed by the Municipality 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 Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special

provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under General Highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that now such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent; trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

- a. ID 2410-00-06: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item "Costs Summary"). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. ID 2410-00-76: Construction:
 - i. Costs for reconstruction are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item "Costs Summary").
 - ii. Non-participating Costs for items determined in design are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item "Costs Summary").
- c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$1,128,622**. This federal funding cap applies to all federally funded project phases.

[End of Document]

Example of Approved State Municipal Agreement (Connecting Hwy)

State of Wisconsin

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: October 20, 2014

SUBJECT: Project Agreement

Project Number: 2350-00-00/20/70 – Revised
Road Name: Hamilton St/Douglas Ave (STH 32)
Project Limits: Main St to Goold St
Municipality: City of Racine, Racine County
Funding items: Cost Share, CSS

PROGRAM: 303-3R

NOTES: -

Approved

The attached agreement has been approved by regional designee

Region: SE



1st REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT

This agreement supercedes the agreement signed by the Municipality on no date listed and signed by DOT on January 13, 2011]

Revised Date: August 7, 2014

Date: September 2 2010

I.D.: 2350-00-00/20/70

Road Name: Hamilton St/Douglas Ave (STH 32)

Limits: Main St to Goold St

County: Racine

Roadway Length: 1.3 Miles

The signatory City of Racine, 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: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

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: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

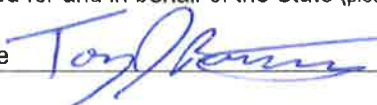
Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering:					
Plan Development	\$ 900,000	\$ 675,000	75%	\$ 225,000	25%
Real Estate Acquisition:					
Acquisition	\$ 1,605,000	\$ 1,605,000	100%	\$ -	0%
Compensable Utilities	\$ 20,000	\$ 20,000	100%	\$ -	0%
Construction:					
Participating	\$ 1,391,000	\$ 1,391,000	100%	\$ -	0%
Parking	\$ 1,159,000	\$ 514,596	44.4%	\$ 644,404	55.6%
CSS	\$ 175,000	\$ 175,000	MAX	\$ -	BAL
Pavement choice	\$ 275,000	\$ -	0%	\$ 275,000	100%
Standard Lighting-	\$ 592,000	\$ 296,000	50%	\$ 296,000	50%
Landscaping	\$ -	\$ -	80%	\$ -	20%
Non-Participating	\$ 25,000	\$ -	0%	\$ 25,000	100%

Total Cost Distribution \$ 6,142,000 \$ 4,676,596 \$ 1,465,404

* See Item 9 Basis for local participation in Terms and Conditions plans are complete.

This request is subject to the terms and conditions that follow (pages 2 – 4) 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 Racine (please sign in blue ink) SEE ATTACHED		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name 	Title SE Region Planning Chief	Date 10/20/14

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 exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show 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. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and

traffic signals or devices. Alteration may include salvaging and replacement of existing components.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New 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) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.

- (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) 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.
9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for preliminary engineering for a connecting highway 75% State 25% Municipal
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% State.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for parking lanes 100% Municipal. Parking lanes are calculated as a percentage of parking area compared to the total area of pavement. Participation for parking is an estimate, the actual percent will be calculated when final plans are completed. Changes to the parking percentage noted in the above chart, require a letter of request. Upon acceptance of the percent changes, the State will send a concurrence letter. Parking percentage applies only to pavement items
 - (f) Funding for new sidewalk on NHS route, where no Trans 75 exceptions apply is funded 100% State. The Municipality agrees to maintain the sidewalk.
 - (g) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$175,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits.
 - (h) Funding for new lighting, 50% State, 50% Municipality.
 - (i) Funding for non-participating items 100% Municipality.
 - (j) Funding for pavement choice 100% Municipality.

[END]

CITY OF RACINE

By: 

John Dickert, Mayor

ATTEST:

By: 

Janice Johnson-Martin City Clerk

APPROVED AS TO FORM:



Robert K. Weber, City Attorney

Provisions have been made to pay the liability that will accrue hereunder.



David Brown, Finance Director

4

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN ON THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE ALL INTERESTS. OWNERS' NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES (EXISTING)	R/W ACRES REQUIRED NEW EXISTING TOTAL	TOTAL ACRES REMAINING	T.L.E. ACRES TEMP.	TAX KEY NUMBER
1	4.06	DENIS A. MUELLER & LILA M. MUELLER	TLE	0.386	0 0 0	0.386	0.010	18-050-02-23.004
2	4.06	JODI SCHUBERT & JODY SCHUBERT	TLE	0.592	0 0 0	0.592	0.013	18-050-05-25.000
4	4.06	MARY BETH PETERSON	TLE	0.249	0 0 0	0.249	0.016	18-050-04-01.001
5	4.06	KEVIN M.C. JOHNSON & MARGARET M. JOHNSON	TLE	0.245	0 0 0	0.245	0.014	18-050-04-01.002
7	4.06	DANIEL G. DERLER	TLE	0.410	0 0 0	0.410	0.016	18-050-04-01.000
8	4.06	MICHAEL MUELLER & SHEILA MUELLER	TLE	0.241	0 0 0	0.241	0.010	18-050-04-02.000
9	4.06	JAMES R. FILLION & ANN M. FILLION	TLE	0.758	0 0 0	0.758	0.040	18-050-03-01.001
11	4.06	ADAM T. ARN & KATHLEEN M. ARN	TLE	0.241	0 0 0	0.241	0.010	18-050-04-03.000
12	4.06, 4.07	JULIE TOMKIEWICZ	TLE	0.482	0 0 0	0.482	0.012	18-050-04-04.002
13	4.06, 4.07	F SHO PROPERTIES LLC	TLE	0.344	0 0 0	0.344	0.017	18-050-03-01.003
14	4.07	LYMAN REAL ESTATE LIQUIDATING TRUST	TLE	17.000	0 0 0	17.000	0.034	18-050-04-04.000
16	4.07	JORDYN WRIGHT	FEE, TLE	0.367	0.001 0 0.001	0.366	0.015	18-050-03-01.005
17	4.07	KEVIN P. KOWALKOWSKI & GAIL R. KOWALKOWSKI	TLE	0.337	0 0 0	0.337	0.018	18-050-04-04.003
18	4.07	JAMES M. GOTTSACKER & JILL M. GOTTSACKER	TLE	0.241	0 0 0	0.241	0.017	18-050-04-04.001
19	4.07	THE KLINGBAIL FAMILY TRUST	FEE, TLE	0.119	0.001 0 0.001	0.118	0.004	18-050-03-07.009
21	4.07	RITA M. SALAMUN	TLE	0.551	0 0 0	0.551	0.019	18-050-03-04.000
22	4.07	PETER M. ANZIA & MARY BETH ANZIA	TLE	0.287	0 0 0	0.287	0.011	18-057-01-01.001
23	4.07	HENRY C. EGERER III & JULIE A. EGERER	FEE, TLE	0.141	0.001 0 0.001	0.140	0.014	18-057-01-03.001
24	4.07	PATRICK S. PARKER	TLE	0.303	0 0 0	0.303	0.012	18-050-03-06.000
26	4.07	PATRICIA G. BLEY	TLE	0.985	0 0 0	0.985	0.011	18-050-03-07.000
27	4.07	PORT WASHINGTON STATE BANK	FEE, TLE	0.158	0.001 0 0.001	0.157	0.010	18-057-02-01.000
	4.07		TLE	0.109	0 0 0	0.109	0.005	18-057-02-03.000
		TOTALS:		0.267	0.001 0 0.001	0.266	0.015	
28	4.07, 4.08	COPPERCREEK PROPERTIES, LLC	TLE	0.550	0 0 0	0.550	0.013	18-050-03-07.008
29	4.07, 4.08	PORT WASHINGTON STATE BANK & CAROLE H. PRISKE REVOCABLE TRUST DATED JULY 15, 1994	TLE	0.298	0 0 0	0.298	0.015	18-057-02-04.001
31	4.08	RONALD V. WOLLNER & PATRICIA M. WOLLNER	TLE	0.499	0 0 0	0	0.017	18-050-03-07.010
32	4.08	RONALD J. WEYER & LOIS M. WEYER	TLE	0.342	0 0 0	0	0.017	18-057-02-08.001
33	4.08	WILLIAM J. PEPPER & TAMMY S. PEPPER	TLE	1.861	0 0 0	0	0.025	18-050-03-07.016
34	4.08	DENNIS E. PERKINS & SUZANNE J. PERKINS	FEE, TLE	0.562	0.011 0 0.011	0.551	0.023	18-057-03-01.000

NOTE: THE PURPOSE FOR TLE'S IS FOR DRIVEWAYS AND SLOPES UNLESS OTHERWISE NOTED.

REVISION DATE	DATE 7/11/2016	HWY: CTH D	STATE R/W PROJECT NUMBER 4880-01-00	PLAT SHEET 4.02
GRID FACTOR N/A	COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER 4880-01-71	PS&E SHEET	E
SCALE: FEET 				
PLOT DATE: 7/11/2016 1:33 PM PLOT BY: JAY PALETTE PLOT NAME: 18-050-03-07-010				

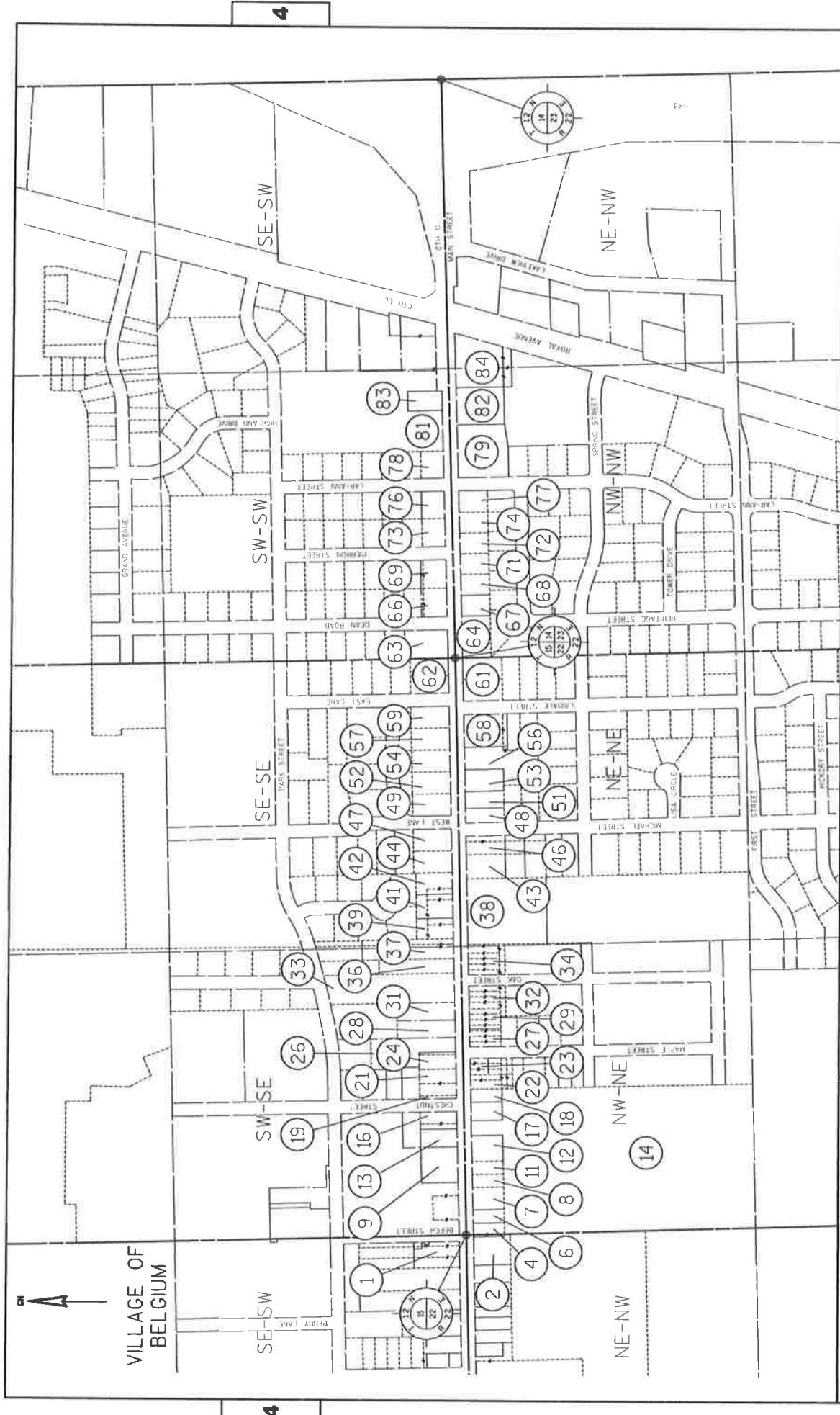
SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN ON THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE OWNERS' INTERESTS. OWNERS' INTERESTS ARE SHOWN FOR REFERENCE PURPOSES ONLY. CHANGES FROM THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

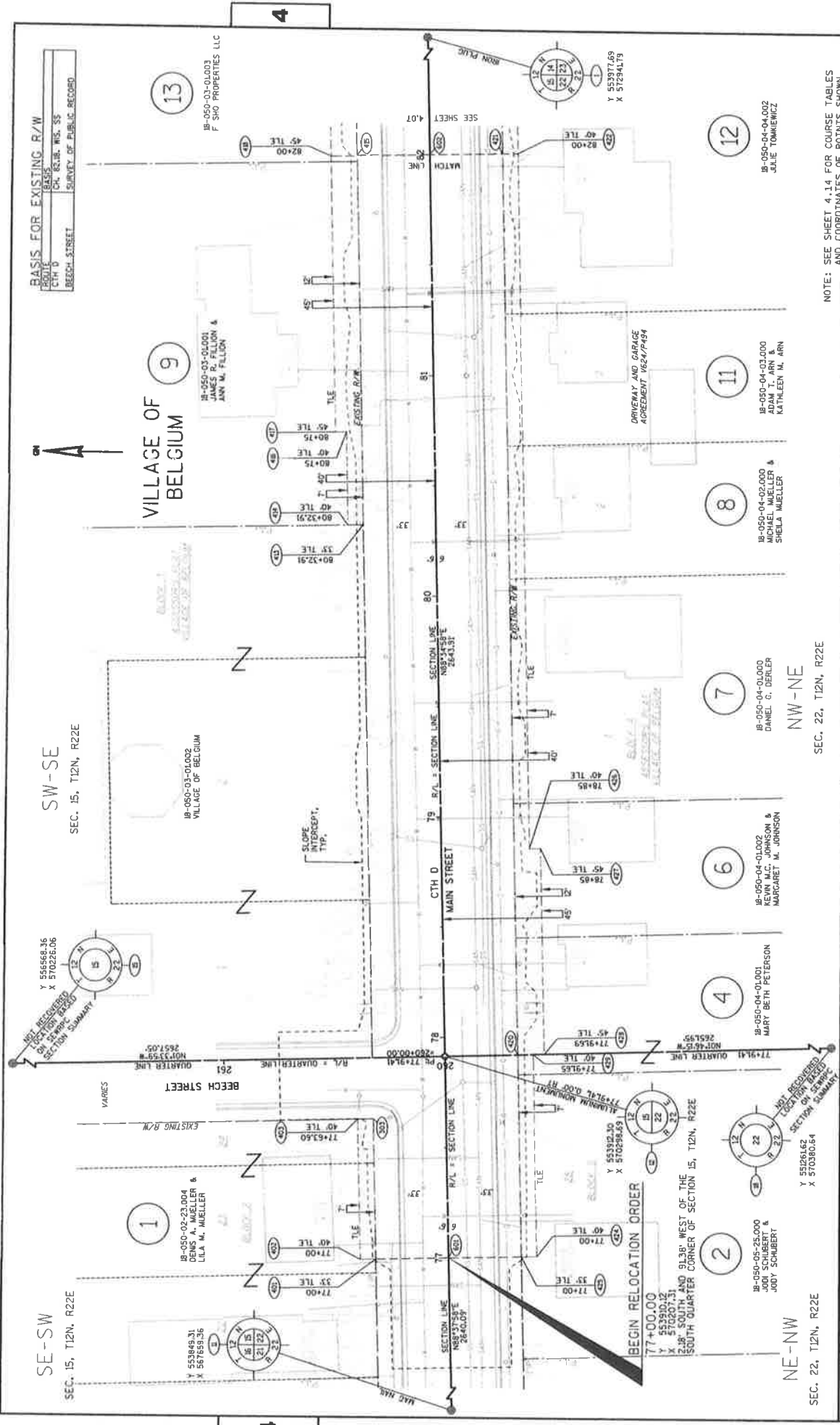
PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES (EXISTING)	R/W ACRES REQUIRED NEW EXISTING TOTAL	TOTAL ACRES REMAINING	T.L.E. ACRES TEMP.	TAX KEY NUMBER
56	4.11	ANDY'S RENTALS LLC	TLE	0.345	0 0 0	0.345	0.023	18-061-0005.00
67	4.11	LOUIS A. MENCHACA, JR. & LORENE A. MENCHACA	TLE	0.280	0 0 0	0.280	0.026	18-023-06-003.00
68	4.11	BARBARA J. CROMELL (UNIT A) WILLIAM KLEIN (UNIT B)	TLE	0.280	0 0 0	0.280	0.026	18-073-0001.000
69	4.11	BARBARA A. SWETLIK METZ REVOCABLE TRUST DATED APRIL 5, 2011 BARBARA A. SWETLIK METZ, TRUSTEE (LC VENDOR) DAVID N. WINNEMULLER & MYRA A. WINNEMULLER (LC VENDEE)	TLE	0.331	0 0 0	0.331	0.024	18-061-0010.00
71	4.11	RONALD R. SCHMITZ	TLE	0.284	0 0 0	0.284	0.026	18-065-01-01.000
72	4.11, 4.12	OPERATION HOMEFRONT, INC. (UNIT 1) MATT J. SCHWANZ & STACIE L. PUERZER (UNIT 2)	TLE	0.284	0 0 0	0.284	0.026	18-104-0001.000
73	4.11, 4.12	JAMES M. KLOS	TLE	0.313	0 0 0	0.313	0.029	18-104-0002.000
74	4.12	ADRIANNE ANSAY & STANLEY SOBILO D/B/A SOBILO ENTERPRISES	TLE	0.284	0 0 0	0.284	0.026	18-061-0015.00
76	4.12	WALTER F. LAZORE	TLE	0.300	0 0 0	0.300	0.023	18-014-11-005.00
77	4.12	MICHAEL J. RAETHER & REBECCA R. RAETHER (UNIT A) RALPH D. BLAUBACH & MARGARET E. BLAUBACH (UNIT B)	TLE	0.298	0 0 0	0.298	0.017	18-074-0001.000
78	4.12	ANSO A. ANSAY & LUELLA M. ANSAY	TLE	0.298	0 0 0	0.298	0.026	18-074-0002.000
79	4.12, 4.13	JERRY-VALL INVESTMENTS, LLC	TLE	1.261	0 0 0	1.261	0.039	18-063-0020.000
81	4.12, 4.13	JOHN A. JENTGES & NANCY L. JENTGES, AS TRUSTEES OF THE JOHN A. JENTGES & NANCY L. JENTGES LIVING TRUST DATED NOVEMBER 4, 2002	TLE	6.060	0 0 0	6.060	0.049	18-014-11-027.00
82	4.13	SUKHDEV SINGH GILL	TLE	0.850	0 0 0	0.850	0.027	18-023-06-017.00
83	4.13	KIM DALE FALK & KAY MARIE FALK	TLE	0.390	0 0 0	0.390	0.019	18-014-11-026.00
84	4.13	TALWINDER S. GILL	TLE	1.235	0 0 0	1.235	0.029	18-023-06-022.00
91	4.09, 4.10, 4.11, 4.12, 4.13	AT&T WISCONSIN	RELEASE OF RIGHTS					
92	4.11, 4.12, 4.13	WE ENERGIES	RELEASE OF RIGHTS					
93	4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13	FRONTIER COMMUNICATIONS	RELEASE OF RIGHTS					
94	4.11, 4.12, 4.13	TIME WARNER CABLE	RELEASE OF RIGHTS					

NOTE: THE PURPOSE FOR TLE'S IS FOR DRIVEWAYS AND SLOPES UNLESS OTHERWISE NOTED.

REVISION DATE	DATE 7/11/2016	SCALE, FEET	HWY: CTH D	STATE R/W PROJECT NUMBER 4880-01-00	PLAT SHEET 4.04
FILE NAME : 48800100-040102-89.DWG	GRID FACTOR N/A	0	COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER 4880-01-71	PS&E SHEET
			PLOT DATE : 6/29/2016 7:35 AM	PLOT BY : JAY PINETTI	PLOT SCALE : *****
					WISDOT/CADD SHEET 75

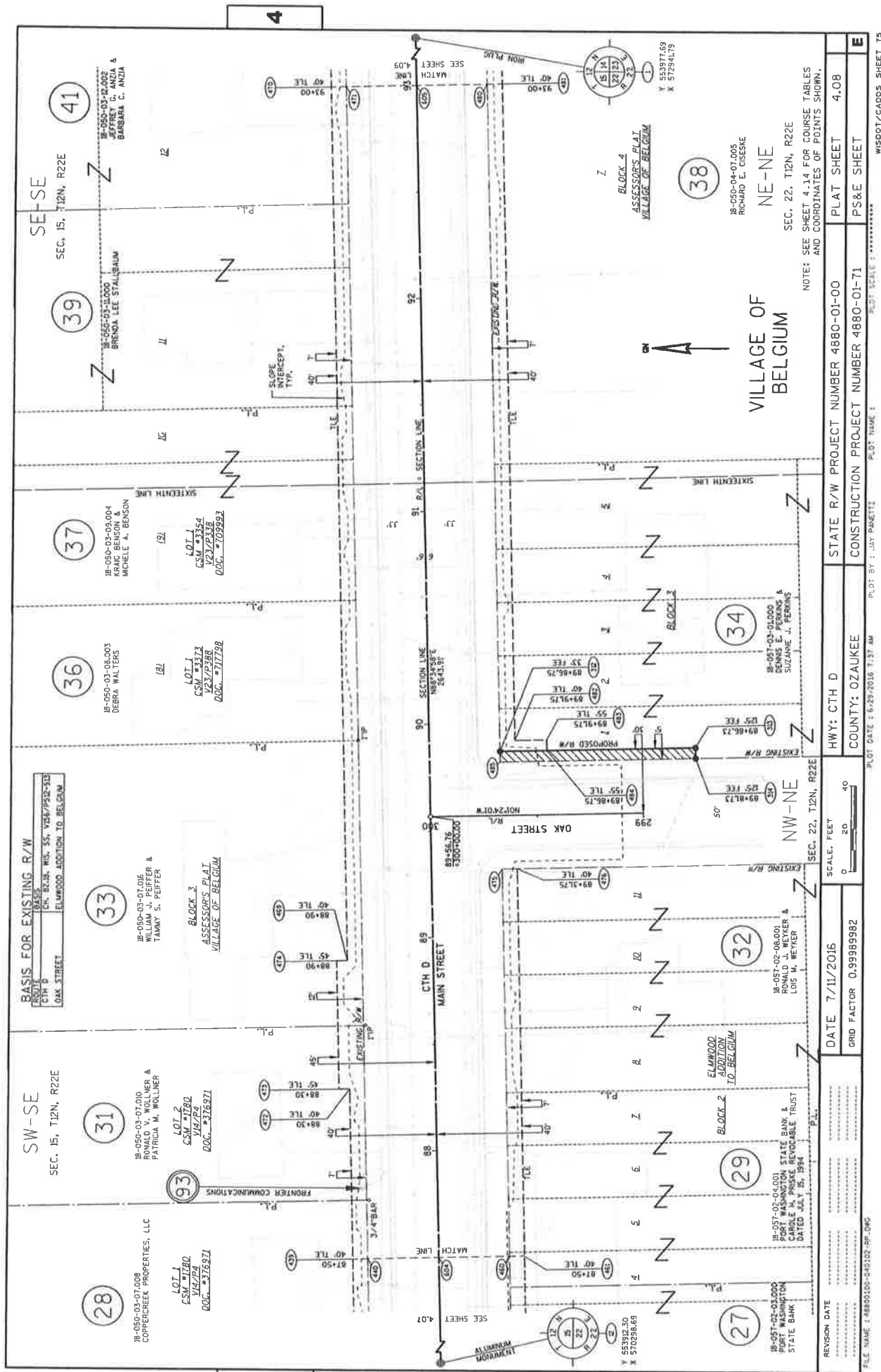


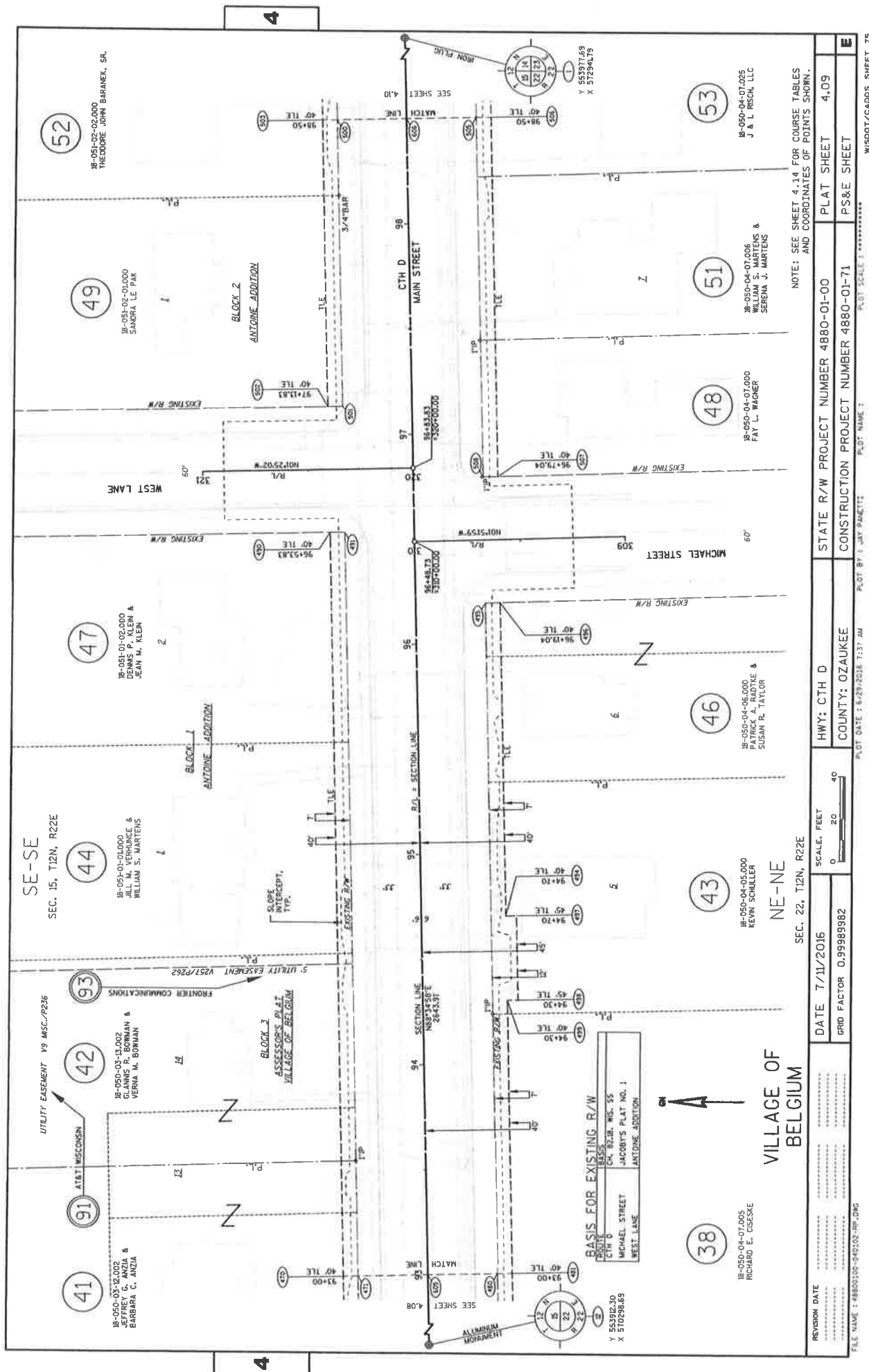
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FILE NAME: 48800100-040102-JRP.DWG	GRID FACTOR	N/A			COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER 4880-01-71	PS&E SHEET E
					PLOT BY: JAY PANETTI	PLOT NAME: 1	WISDOT/CADDIS SHEET 75

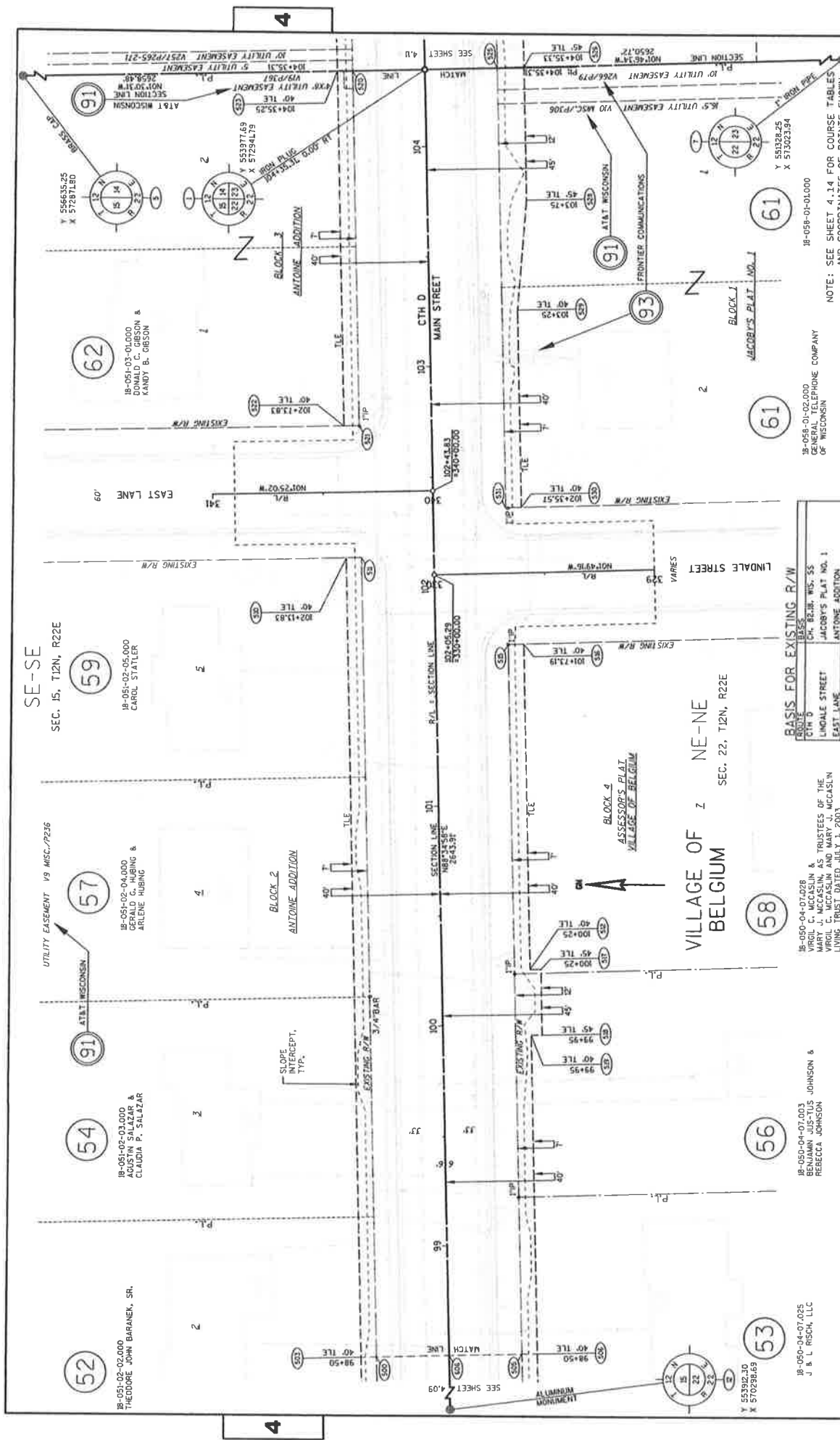


NOTE: SEE SHEET 4.14 FOR COURSE TABLES AND COORDINATES OF POINTS SHOWN.

REVISION DATE	DATE 7/11/2016	SCALE, FEET	0 20 40	STATE R/W PROJECT NUMBER 4880-01-00	PLAT SHEET 4.06
FILE NAME 14800100-040102-RP-006	GRID FACTOR 0.99989982	DATE 7/11/2016	DATE 7/11/2016 1:35 PM	CONSTRUCTION PROJECT NUMBER 4880-01-71	PS&E SHEET E
PLOT SCALE 1"=*****					
PLOT NAME 14800100-040102-RP-006					

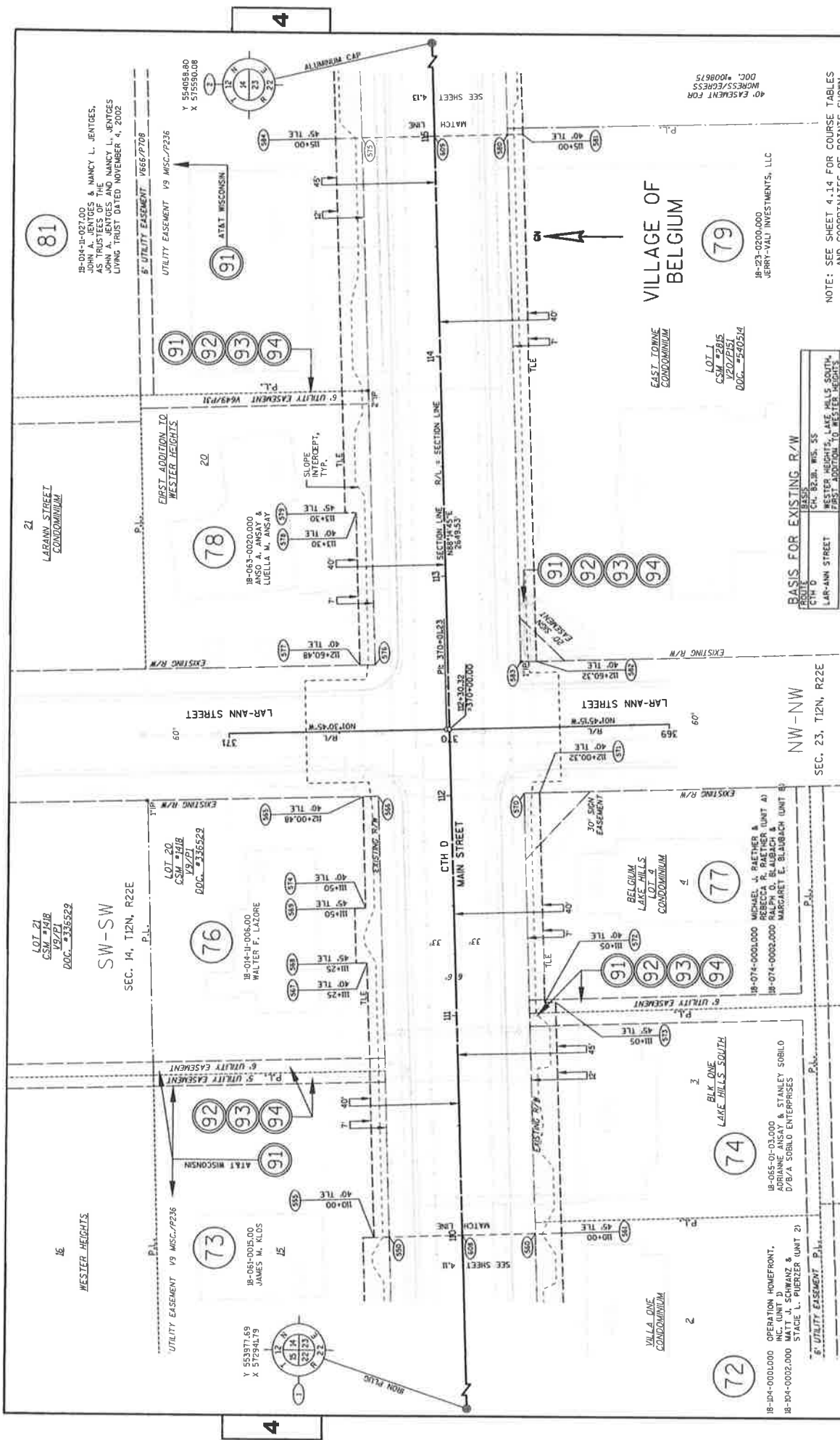






REVISION DATE		DATE	7/11/2016	GRID FACTOR	0.99989982	SCALE, FEET	0 20 40	HWY: CTH D	STATE R/W PROJECT NUMBER	4880-01-00	PLAT SHEET	4.10	E														
CONSTRUCTION PROJECT NUMBER		4880-01-71		COUNTY: OZAUKEE				PLOT BY: JAY PANETTI		PLOT NAME: 2		PLOT SCALE: 1"=40'		PS&E SHEET													
NOTE: SEE SHEET 4.14 FOR COURSE TABLES AND COORDINATES OF POINTS SHOWN.																											
FILE NAME: I:\88001001-041212-IMP.DWG														WISDOT/CADDs SHEET 75													

FILE NAME: 18050100-040102-00P.DWG



REVISION DATE	DATE	7/11/2016	GRID FACTOR	0.99989982	SCALE, FEET	0 20 40	HWY: CTH D	COUNTY: OZAUKEE	STATE R/W PROJECT NUMBER	4880-01-00	PLAT SHEET	4.12	E
CONSTRUCTION PROJECT NUMBER	4880-01-71	PS&E SHEET											

NOTE: SEE SHEET 4.14 FOR COURSE TABLES AND COORDINATES OF POINTS SHOWN.

FILE NAME: 488001007-040102-99-000

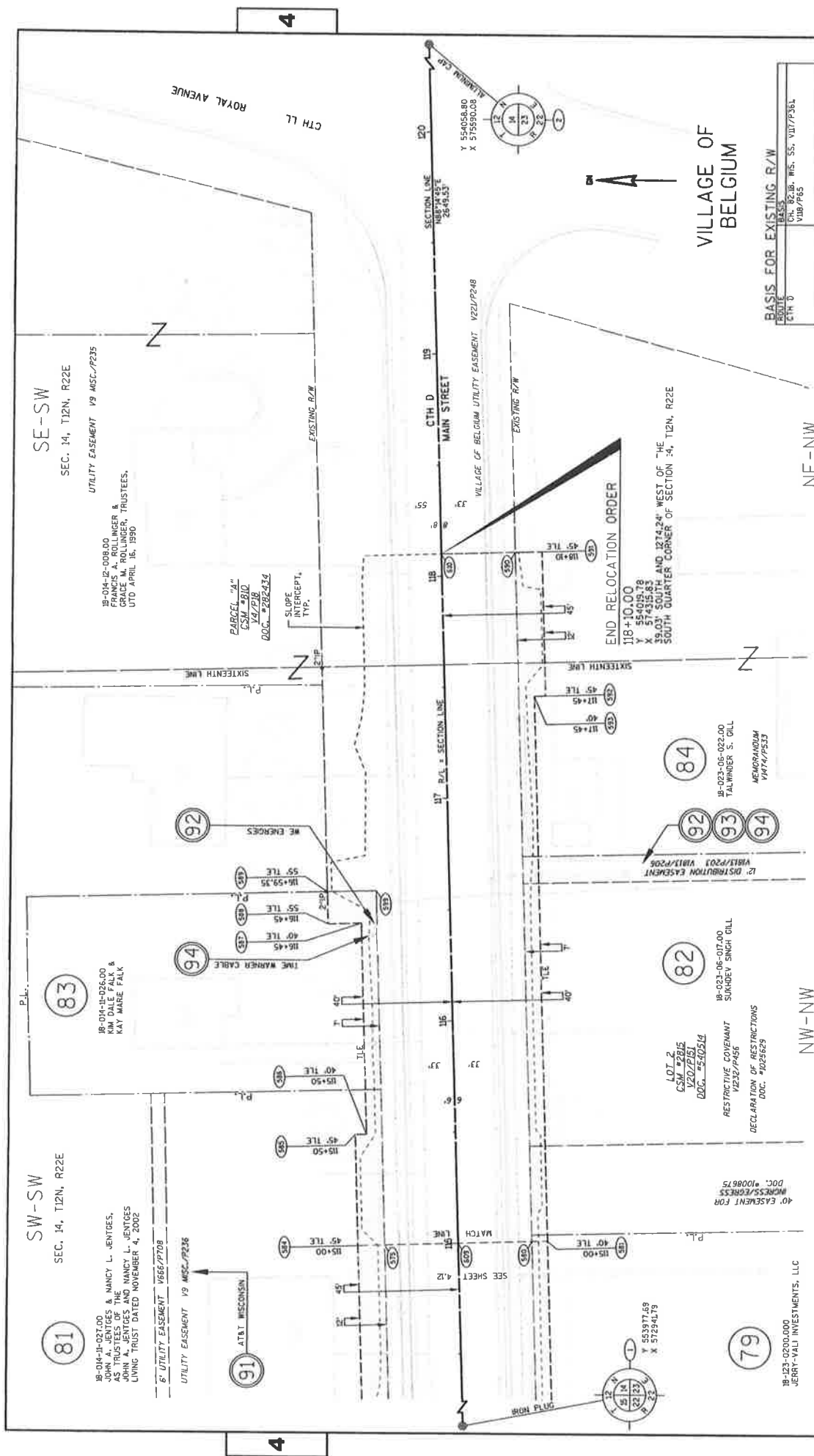
PLOT DATE: 6/23/2016 7:39 AM

PLOT BY: JAV PANETTI

PLOT NAME: 1

PLOT SCALE: 1 *****

WISDOT/CADD SHEET 75



NOTE: SEE SHEET 4.14 FOR COURSE TABLES AND COORDINATES OF POINTS SHOWN.

SEC. 23, T12N, R22E

SEC. 23, T12N, R22E

REVISION DATE	DATE 7/11/2016	SCALE, FEET	0 20 40	HWY: CTH D	STATE R/W PROJECT NUMBER 4880-01-00	PLAT SHEET 4.13
GRID FACTOR 0.9989992				COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER 4880-01-71	PS&E SHEET E
FILE NAME 148800100-040102-099.DWG				PLAT BY: JAY BARNETT	PLAT NAME 1	WISDOT/CADD SHEET 75

Definitions for TLE, PLE, Highway Easement

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

Dennis Matusin

From: Dennis K. Matusin <dennis.matusin@daarcorp.com>
Sent: Thursday, April 13, 2017 3:20 PM
To: badgerdog@wi.rr.com
Subject: FW: Project 4880-01-00, CTH D (Main Street), West Village Limits to Beech Street, Ozaukee County - Preliminary Plat

Example of Traditional Preliminary R/W Plat Comments

From: Dennis K. Matusin
Sent: Thursday, October 20, 2016 1:05 PM
To: Jeff Chvosta <j.chvosta@gremmerassociates.com>
Cc: Thomas Lanser <t.lanser@gremmerassociates.com>; Jay Panetti <j.panetti@gremmerassociates.com>; Tammy Tucker <tammy.tucker@daarcorp.com>; Todd Becker <todd.becker@daarcorp.com>; Jon Edgren <jedgren@co.ozaukee.wi.us>; Village of Belgium - Vickie Boehnlein <vboehnlein@village.belgium.wi.us>; SELP.FILE <selp.file@daarcorp.com>; Dennis K. Matusin <dennis.matusin@daarcorp.com>; Burki, William G - DOT <William.Burki@dot.wi.gov>
Subject: RE: Project 4880-01-00, CTH D (Main Street), West Village Limits to Beech Street, Ozaukee County - Preliminary Plat

Attachment Saved: [K:\Localprograms\SELP PROJECTS\4880-01-00 CTH D \(MAIN STREET\)\R-W\Plat](K:\Localprograms\SELP PROJECTS\4880-01-00 CTH D (MAIN STREET)\R-W\Plat)

Jeff,

Upon my review of Preliminary Plat and Relocation Order for 4880-01-00/70, West Village Limits to Beech Street, please see the following comments:

Relocation Orders

- On both relocation orders – under project - ID should be 4880-01-00/70;
Road Name – include (West Village Limits to Beech Street)
Termini - Description of termini of project: Begin Project ID 4880-01-00, Sta. 44+00.00, 17.71' South and 751.11' West of the Southeast(Should be Northeast) Corner of Section 16,(should be section 21) T12N, R22E in the Village of Belgium, Ozaukee County, Wisconsin continuing east 0.630 miles along the reference line of CTH D (Main Street) within the right-of-way shown on the plat to Sta. 77+25.00, 1.58' South and 66.39' West of the South Quarter Corner of Section 15, T12N, R22E in the Village of Belgium, Ozaukee County, Wisconsin, and there terminating.

The above noted in red should be shown exactly as on the R/W Plat.

- Please include Chapters 60.50 and 82.12 in lower area to each Relocation Order. Those are the statutes for the Town of Belgium.

R/W Plat

- All Sheets – Please change P.L. symbol to broken line (marked in red) on the attachment above;
- Sheet 4.01 – Please add the Town Belgium approval box as parcels 1 & 2 (shown) are in the Town of Belgium
- On Schedule of Lands and Interests Required, Overview sheet 4.05, and parcels sheets 4.06 thru 4.12 begin with Parcel 85. The previous r/w plat 4880-01-00/71 went from par. 1 to 84;
- Sheet 4.05 – change parcel #'s starting with Par. 86;
- Sheet 4.06 – remove connector between P. 6; add new par. For the 2nd P.6;
- Sheet 4.07 – Par. 13 – recommend a 5' distance at driveway beyond Slope Intercept line so contractor has room to navigate;
- Sheet 4.09 – Change Parcel 7's to new par. #'s

- Sheet 4.10 – Par. 57 @ Sta 68+50 to 68+20 RT; It appears S.I. is at back of TLE; Increase TLE an added 5’;
- Sheet 4.11 – Par. 57 on north side of CTH D should be a new parcel as it is not part of the southerly parcel; Parcels 66, 67, 68/71, 69, 72/74, 73 have S.I. @ back of TLE. Recommend adding 5’ more TLE at the driveways;
- Sheet 4.12 - Parcels 76, 77, & 78 have S.I. @ back of TLE. Recommend adding 5’ more TLE at the driveways;

Cross Sections

Please be sure the FEE & TLE’s are marked on the Cross sections and agree with the r/w plat;

From: Jeff Chvosta [<mailto:j.chvosta@gremmerassociates.com>]

Sent: Thursday, October 13, 2016 12:53 PM

To: Dennis K. Matusin <dennis.matusin@daarcorp.com>

Cc: Thomas Lanser <t.lanser@gremmerassociates.com>; Jay Panetti <j.panetti@gremmerassociates.com>; Tammy Tucker <tammy.tucker@daarcorp.com>; Todd Becker <todd.becker@daarcorp.com>; Jon Edgren <jedgren@co.ozaukee.wi.us>; Village of Belgium - Vickie Boehnlein <vboehnlein@village.belgium.wi.us>; SELP.FILE <selp.file@daarcorp.com>

Subject: Project 4880-01-00, CTH D (Main Street), West Village Limits to Beech Street, Ozaukee County - Preliminary Plat

Dennis,

Attached is the preliminary plat for the CTH D (FY18) project, along with a copy of the relocation order for both the Village of Belgium and Ozaukee County, for DAAR review.

Per our contract and project schedule, the final plat is scheduled to be submitted on November 11th, 2016 and the relocation order approved on November 14th, 2016. **Jon and Vickie – Please confirm the potential approval dates by your respective agencies.**

All other approvals and acquisition consultant selection process shall follow the same procedures as the FY17 project.

Let me know if you have any questions, or need any additional information from us at this time.

Thanks,

Jeff

Jeffrey A. Chvosta, P.E.

Gremmer & Associates, Inc.

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Fond du Lac, WI 54935

(920) 924-5720

(920) 924-5725 (fax)

j.chvosta@gremmerassociates.com

[illegible]



Facilities Development Manual

Wisconsin Department of Transportation

Chapter 12 Right-of-Way Plat Development

Section 15 Traditional Right-of-Way Plat Preparation

FDM 12-15-1 Guidelines

September 19, 2014

These guidelines may be used by the department when preparing right-of-way plats for any project which requires only temporary interests by the department, or may be used by local agencies for the acquisition of lands or other rights and interests for local or connecting highway projects.

Early in the plat development process a cooperative field review of the project is recommended, preferably during the right-of-way layout stage. This review should include region Project Development and Real Estate staff as well as representatives of local agencies and consultants, as appropriate.

Project plats should be prepared so they can stand-alone or be incorporated into a construction contract plan. Each right-of-way plat shall include information that generally will require four types of sheets; a Title Sheet, a Schedule Sheet, a Layout Sheet, and a Detail Sheet. Occasionally, depending on the complexity and size of the right-of-way project, lesser combinations of sheets or a single sheet right-of-way plat is all that is necessary to convey this information. The first sheet of each right-of-way plat is sheet number 4.01; additional sheets are numbered 4.02, 4.03, etc.

To the extent possible, a plat should match the proposed construction project in length. If this is not possible, then as a minimum, the Begin and End Relocation Order stationing should match the first and last station shown representing new acquisition. At times, it is preferable to extend both the Begin and End Relocation Order stations (backward and forward, respectively) to allow for possible plat revisions.

Aerial halftones are not acceptable for right-of-way plat use.

1.1 Title Sheet

The following is a description of the required information that should be included on all right-of-way plat title sheets. See [Attachment 1.1](#) for a sample title sheet.

Project Title: The project title shall be displayed in the title block and shall include all appropriate project numbers.

Location Sketch: Maps should be to an appropriate scale and in sufficient detail to readily depict the project location. Portions of county, town, or city maps may be used. Sufficient detail must be shown to enable the user to relate to known geographic features. Show the following information on the location sketch:

1. Show the beginning and ending locations of right-of-way acquisition, and label as "Begin Relocation Order" and "End Relocation Order". Land ties to project beginning and ending are to be shown on the title sheet only, and should be to a quarter corner or section corner. These land ties should be expressed in feet only.
2. Show location of at least one village or city, or indicate distance to the nearest village or city if the location of the project within a county is not readily apparent.
3. Provide a north arrow. (North should be oriented to the top of the sheet unless the location sketch proportions are such that orientation to the right side is desirable.)
4. Provide a graphical scale for the location sketch. This can be in feet or miles.
5. Show the total net length of center line or reference line in miles to the nearest thousandth of a mile.

Conventional Signs and Abbreviations: Conventional signs and abbreviations should be shown as used within the plat. See [FDM 15-5-25](#) and [FDM 15-5-30](#) for signs and abbreviations.

Signature Block: The standard signature block provides a designated space for an authorized person in each region to sign and date the right-of-way plat to signify approval by the region office. Each region will choose a person in responsible charge to sign and date the region's right-of-way plats. The date placed on the right-of-way plat is the date the region initially approves the plat. This date shall appear on all plat sheets regardless of the date each sheet was prepared. When right-of-way plats are prepared by or for a local agency, provision should be made for the signature(s) and date of the approving local agency official(s). Plats prepared by a consultant shall be stamped signed, and dated by a professional land surveyor.

Notes: The following notes should appear on the title sheet as appropriate:

- Positions shown on this plat are Wisconsin County Coordinates, (County Name) County, NAD 83

(year) in US survey feet. Values shown are grid coordinates, grid bearings, and grid distances. Grid distances may be used as ground distances.

- Right-of-way monuments are Type 2 monuments (typically ¾" x 24" rebar) and will be placed prior to the completion of the project.

Or

Right-of-way monuments are Type 2 monuments (typically 1" x 24" iron pipe) and will be placed prior to the completion of the project.

- Right-of-way boundaries are defined with courses of the perimeter of the highway lands referenced to the U.S. Public Land Survey System or other "Surveys of Public Record."
- For current access/driveway information, contact the Wisconsin Department of Transportation region office in (City).

The sample right-of-way title sheet in [Attachment 1.1](#) illustrates a typical layout. These examples are not intended to restrict the location of specific information, except for the title block and signature block. All other information may be positioned based on the best usage of available space. [Attachment 1.5](#) illustrates a single-sheet right-of-way plat.

1.2 Schedule of Lands and Interests Sheet

The schedule of lands and interests and index of owners is the location within a plat where all the information for a given parcel is shown. When the parcel list is of sufficient length, the information should be shown on a separate sheet. When there are only a small number of parcels, the schedule may be shown on the detail sheet or where it will fit conveniently.

The following information shall be shown in a table on the schedule of lands and interests sheet. Items should be presented in the order given below. See [Attachment 1.2](#) for an example.

1. Parcel number
2. Detail sheet number(s) where parcel detail can be found
3. Names of owners as shown on the deed of record; if land contract, show vendor and vendee
4. Type of interest(s) required (fee, easement, etc.)
5. Right-of-way area required, subdivided into new, existing and total
6. Areas of interests, both temporary and permanent, if required

Because owners may change after the plat has been filed with the county clerk, show the following disclaimer note in the Schedule of Lands & Interests:

Owner's names are shown for reference purposes only and are subject to change prior to the transfer of land interests to the department.

Where the operations project I.D. is other than the right-of-way project number, as for a compensable utility or railroad interest, the last two digits of the appropriate I.D. will be shown in parentheses following the company name in the "Owner" column. The Utility/Railroad Coordinator will work with the plat preparer/designer to properly identify the utility/railroad parcels and I.D.s of the compensable utilities on the right-of-way plat.

The Schedule of Interests will show the difference between a non-compensable and a compensable utility interest by adding the operations I.D. in parentheses (e.g., 40-49) after the name of the utility, while the non-reimbursable utility may only show a release of rights. See [Attachment 1.2](#). The region planning section will create these I.D.s. Check with the region utility coordinator for clarification.

1.3 Layout Sheet

When the size and extent of the entire ownership of a parcel or parcels cannot be adequately portrayed on the detail sheet(s), a separate drawing (layout sheet) that graphically portrays this information may be included. Only those parcels that cannot be shown at the detail sheet scale should be illustrated with separate drawings. When layout sheets are provided, they precede all detail sheets. A layout drawing is intended only to be a pictorial representation. As such, it need not be a scale drawing, and should be so noted. Whether layout drawings on separate sheets are necessary is an option of the region staff, based on the specific project data to be shown. The title block need show only the route, county, and date. The parcels that must be shown are to be identified by parcel number only. City/Village/Township names and boundaries will be shown, as well as city streets, town roads, county trunk and state trunk highways that interconnect within the project limits. [Attachment 1.3](#) is an example of a layout sheet.

1.4 Detail Sheet

Detail sheets are scale graphical representations and must include sufficient information to be used as the basic document for surveying and for preparing property descriptions and appraisals on the proposed R/W. See [Attachment 1.4](#) for an example of a detail sheet. Detail sheets should be drawn using one of the scales listed below. Scales should be shown graphically on each detail sheet.

Recommended Detail Sheet Scales

1 in = 100 ft
1 in = 50 ft
1 in = 20 ft

The values in this table have proven to be the most useful in the greatest number of situations; however, other scales may be used in special situations at the discretion of the designer. Note: for consultant-designed projects the choice of a scale for a plat should be discussed during the project scoping meeting.

Designers should consider the readability of sheets when choosing a scale. Data on reduced size sheets becomes difficult to show clearly if the full size document is drawn at 1" = 200'. Even a scale of 1"=100' is sometimes difficult to read when the document is reduced. Therefore, not all sheets need be drawn at the same scale. Sheets crowded with data may be drawn at 1"=50' and others at 1"=100'. If an otherwise adequately scaled sheet has isolated spots of cramped detail, enlargements of the crowded areas may be used on the sheet to provide clarity. When such enlargements are used, it is not necessary to reproduce base sheet topography unrelated to what is intended to be communicated by the enlargement.

Begin and end each sheet abruptly at a government line (section, 1/4, etc.), property line or match line, preferably in that order of importance. Do not overlap, or duplicate information from one sheet to the next. The detail plat sheets do not have to begin and end at the same stations as the plan/profile sheets. All bearings shall be retraceable on the ground, and shall be referenced to the Wisconsin County Coordinate System. All plat distances shall be ground distances. When distances are taken from a certified survey map, subdivision plat, or legal description to show existing boundaries, it shall be indicated only when there is a conflict with other information.

Show the stationing and the Wisconsin County Coordinates for the beginning and ending of the relocation order.

Describe and reference at least two recovered (or re-established) U.S. Public Land Survey Corners (USPLSC) to the highway reference line and to the department property lines on each detail sheet. A USPLSC is defined as a government lot corner, section corner, or one-quarter corner. If a USPLSC does not fall within the area depicted on the detail sheet, a line sketch, not to scale, may be used to reference the USPLSC to the department property lines and the highway reference lines. Each recovered USPLSC should include ties to the Wisconsin County Coordinate System. Descriptions of all depicted USPLSC's should include the type of monument (e.g., DOT marker, concrete). Each USPLSC shown that was not recovered or re-established should include the note, "Not Recovered" and reference information stating how the location of the monument was determined should be shown.

The following supplementary guidelines are to be used on R/W plat detail sheets.

They also apply to single-sheet R/W plats.

U. S. Public Survey Information: (See [Attachment 1.6](#)) Section numbers should be readable normal to the north arrow. Show numbers and proper designation of government lots. Show section, township, and range numbers. When section corners are located beyond the limits of the sheets, the corner should appear in line with its actual location, separated from an extension of the section line or 1/4 section line by a broken line. Each recovered USPLSC, should be referenced to the Wisconsin County Coordinate System. Quarter-quarter lines should be shown on rural projects and may be shown on semi-urban projects.

Reference and R/W Lines: Show reference line alignment data by including the P.I. station, Wisconsin County Coordinate System coordinates, delta angle, tangent length (T), length of curve (L), and the radius (R) and the degree of curve (D). Show reference line stations of intersecting section lines, public highways, railroads, etc. Show existing highway center lines, R/W lines, and widths when the existing right-of-way lies within or abuts the proposed right-of-way. Coordinates are not required for side road points of intersection.

Provide stations and offsets for the proposed R/W lines and for existing R/W lines that will remain to completely lay out the department property lines from the highway reference lines. In interchange areas show only reference lines which are used to define the R/W. Showing proposed roadway, tapers, median openings or minor stream crossings is not recommended. Highway structures (overpasses, underpasses, bridges and large pipes) should be shown by outline. Where a U.S. government land line (Section, 1/4 Section) lies on or near the reference line, the relationship between the lines shall be clearly shown. Use a blow-up detail, if necessary.

Use dashed lines to show limits of existing highway R/W. Show new highway R/W with a solid line. If an existing highway easement is to be converted to fee, show as a solid line.

The new right-of-way line should roughly parallel the construction limits, with sufficient allowance for construction operations. Where the alignment curves, right of way may be defined along either a curve or a series of tangents, whichever best fits the situation. See [Attachment 1.7](#).

Do not place R/W line angle points on or near intersecting property lines that have not been located by acceptable survey practices or have not been retraced in the field by department surveyors, because the angle point may be wrongly taken by others to be on the intersecting property line.

Show the exact station of intersections of the department property line with section lines, subdivision lines and property lines, when these lines have been located as stated above.

All points where proposed and existing R/W lines (that will remain) change direction, or intersect with lines located by department surveyors or by other acceptable survey practices are required to be monumented.

See [FDM 9-25-6](#) for policy and procedures on monumenting department right-of-way. The point number and coordinates of corresponding R/W monuments may be shown on either the detail sheets or in a table of values. Show sufficient bearings and distances of the proposed R/W lines, existing R/W lines that will remain, and to the recovered USPLSC to provide a closed metes and bounds description of the department property lines between (or from and to) the recovered USPLSC.

Metes and bounds data should be shown as close to the line segment as possible. To alleviate clutter, a "course table" can be utilized. End points that define line segments should be numbered and the bearings and distances of each line segment shown as in [Figure 1.1](#). This table should be placed on the detail sheet to which it applies.

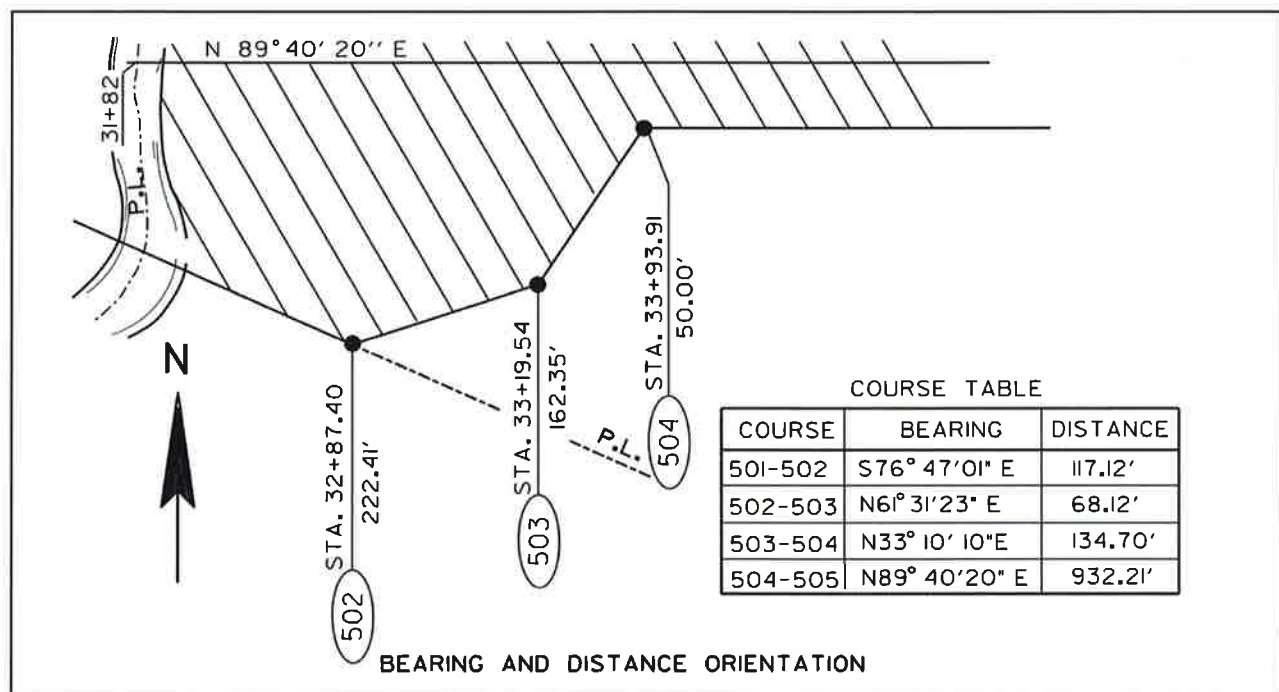


Figure 1.1 Course Table Example

Distances should begin and end at intersections with located U. S. Public Survey land lines, angle points, and the beginning and ending of curves. Distances (and bearings) to intersecting lines of a survey of public record that have been located in the field by department surveyors are acceptable when the use of this information would simplify legal descriptions of the acquisition. "Survey of public record" is defined in Chapter 9 as a survey recorded or referred to in the official records of a government, including, but not restricted to, the State Commissioners of Public Lands, the County Register of Deeds, the County Clerk, and the County Surveyor.

When a R/W line curves, include the R/W curve length, long-chord length, long-chord bearing and the radius length. When the R/W curve intersects a field-located line of a survey of public record, two sets of curve data should be shown (for the parts of the curve on either side of the line) rather than just one that is continuous through the located line.

Parcel Information: Show property lines, parcel numbers, owner's names and topography (man-made, natural), in sufficient detail to identify parcels of land and to provide a basis for appraising the impact of the new facility on involved properties. Dimensions of existing property lines are not recommended to be shown, except for small ownerships such as subdivision lots, and then only if these dimensions have an effect on the appraisal. Remaining areas of owners are not to be shown on the detail sheets except for those parcels that have more than one remainder or areas that are severed or landlocked, or are remnants, and shall be so labeled.

Show all features that affect the acquisition. Both the survey crew and plat preparer must exercise good judgment. This topography should include above ground and buried utilities, wells, underground tanks and cisterns, septic tanks and tile fields. They may also include fence lines and entrances to highways. Show all advertising signs within the range of the topography. Verify and label all buildings. Encroachments on the existing right of way shall be shown. See [Figure 1.2](#). Show all cattle passes, both existing and proposed.

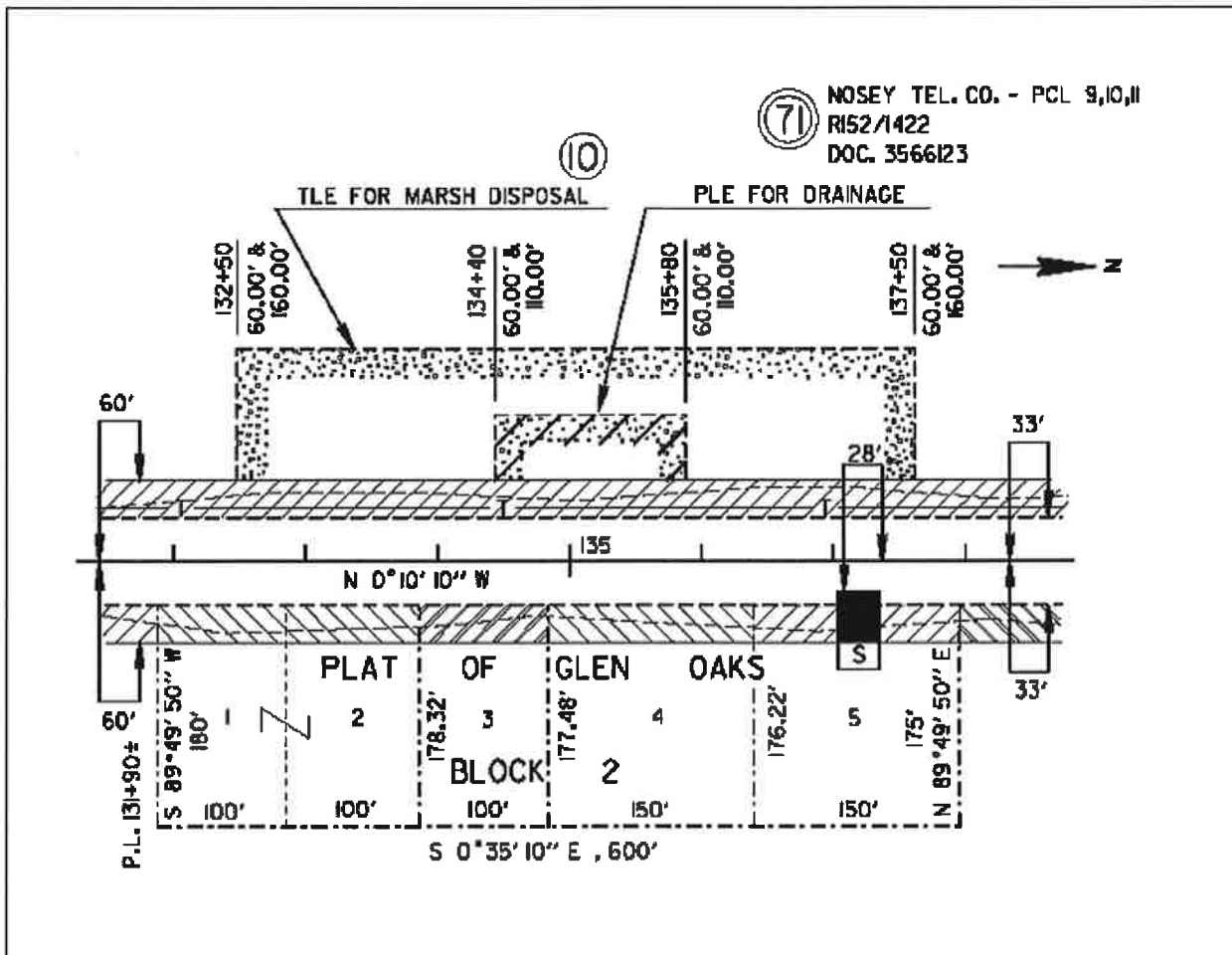


Figure 1.2 Encroachment and Utility Interest Example

Structures located within 100 feet of the proposed R/W line, or those affected by local zoning ordinance setback, should be dimensioned to reflect the distance to the new R/W line. If a cluster of buildings on one parcel is within 100 feet of the proposed R/W line, show a dimension for the structure closest to the proposed R/W line and the dimension to the residence or principal structure. Show the type and location of all property corners located by the survey crews. Show the slope intercepts through the properties.

When the property to be acquired overlays a survey of public record, and the necessary monuments and lines have been located in the field by department surveyors, the legal description may take the form of a dimensional taking (e.g., south 10.0 feet of lot 46). In these cases compute and show the acquisition dimensions on the plat.

Show the parcel number at a location near or within the area to be acquired. Cross hatching should be used to delineate areas of acquisition. On large parcels, this cross hatching need not cover the entire acquisition, but however it is shown, the intent should be clear.

In platted areas, show only the lots that are pertinent to the R/W plat; in most cases the abutting lots only. Other data such as exterior boundaries may be included for appraisal or identification purposes.

Show numbers of all outlots, platted lots, blocks, etc., as in [Figure 1.2](#). Show recorded names of subdivisions as well as certified survey map numbers, volumes and pages. See [Figure 1.3](#).

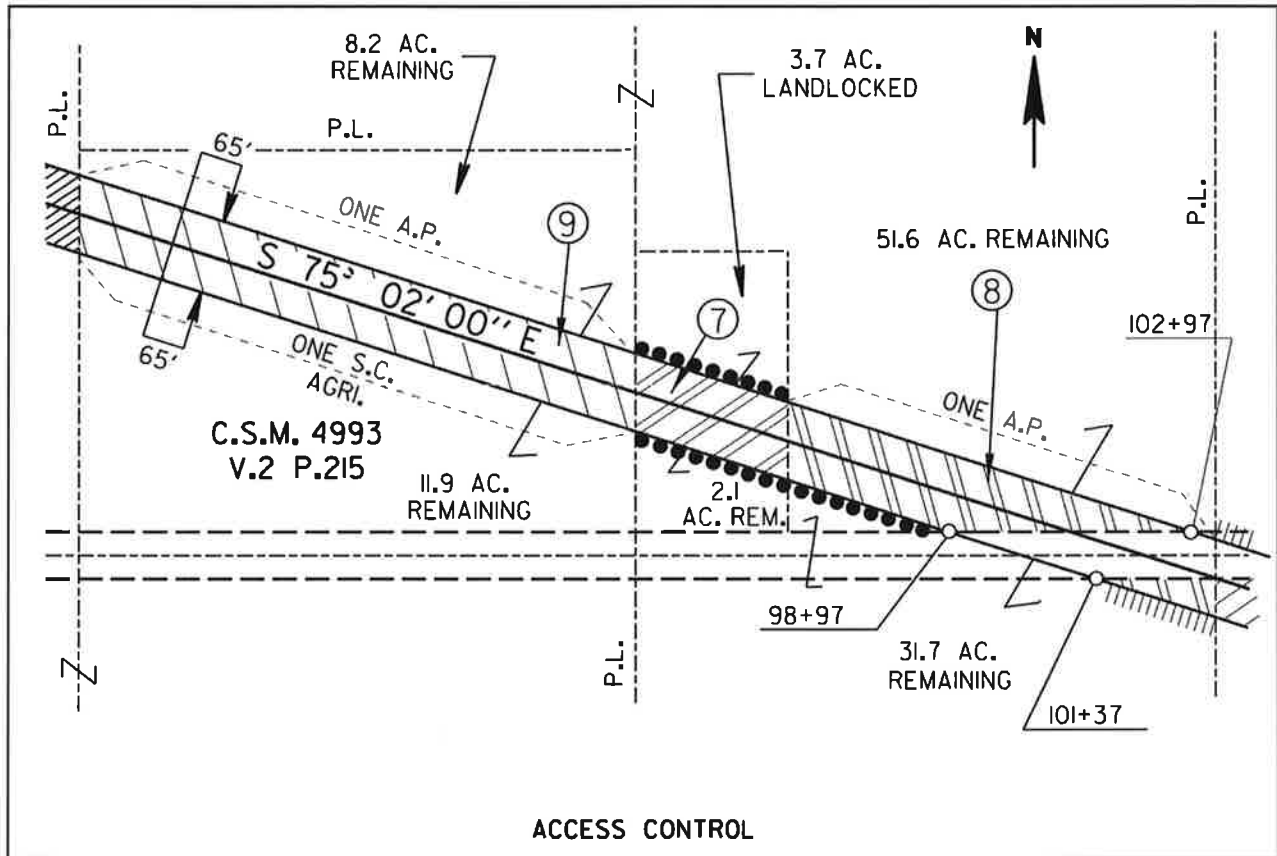


Figure 1.3 Access Control Example

1.5 Access Control

The access restricted by acquisition symbol "||||||" is used when the right of access along existing highways is to be purchased in accordance with Wis. Stat.s. 84.09. Generally, highways other than freeways or expressways on new alignment must have access rights purchased; but this should be verified by the region's Access Management Coordinator. If any access rights are being acquired, show the symbol across the entire frontage that is being acquired. Do not leave a gap to indicate a driveway that is being allowed to stay. The reader should go to the deed to determine what the access restrictions are on the parcel. If you have a large frontage and access rights are only being acquired on a portion of that frontage, show the symbol along only the frontage that is being acquired. For example, if a parcel has 1000 feet of frontage and access rights are being acquired on the westerly 300 feet of that frontage, show the symbol only on the westerly 300 feet of the frontage.

At intersections of an expressway on new location with existing highways, use the access control in accordance with s. 84.09 acquisition symbol when the right-of-way line is more nearly parallel with the existing highway and beyond the relocated highway (including its ramps and tapers). See [Attachment 1.8](#).

A second no access "symbol ●●●●●●" is used to show access control in accordance with s. 84.295, without compensation (specifically for access rights) to the abutting owner (e.g., expressways or freeways on new alignment). A third access control symbol "◆◆◆◆◆◆" is to be used to designate access control in accordance with a previous restriction (previous project control, certified survey map, subdivision, covenants, deeds, condominium plats, etc.). Refer to the deed for more information regarding existing access control restrictions.

Place these symbols across the frontage of the property. Intermittent spacing between groups of symbols is acceptable (●●● ●●●, or ◆◆◆ ◆◆◆) if it makes the plat easier to read. Reference the previous project(s)

on the plat where the original access control was established. (See [FDM 12-10 Attachment 1.1](#).) This alerts the reader that access restrictions exist and refers them to the source document for more information. When new or existing access control is shown on a TPP a note shall be included stating, "For current access/driveway information contact the Wisconsin Department of Transportation regional office in (City)".

1.6 Trans 233 Information

Administrative Rule Trans 233, which relates to the division of land abutting a state trunk highway, places certain highway-related restrictions on land divisions. These restrictions could include access controls, vision corners, and highway setbacks. These restrictions can affect a highway improvement project. The plat shall reference the source document volume and page, document number, etc. and the recording date.

As noted in "Access Control," place the diamond symbols across the entire frontage of the property to indicate that access restrictions exist. Do not indicate what the access restrictions are, nor whether any access points are allowed. The plat indicates that there are restrictions but does not attempt to interpret them.

The statement "Trans 233 Restrictions Apply" shall be noted on the transportation project plat below the CSM number, subdivision name, condominium plat, warranty deed, etc. when applicable. This will indicate to the user that the source document and any subsequent revisions may need to be researched for additional information not shown on the plat.

1.6.1 Parcel Number

Parcel numbers should be sequential but not necessarily consecutive. When a parcel is deleted from a project, do not use the number again. Parcel numbers should increase within an improvement project in the same direction as the improvement project stationing increases. When more than one R/W plat is developed within an improvement project, the parcel numbers for each R/W project should be arranged so the parcel numbers are sequential through the entire improvement project. For example, R/W project 5142-1-21 could include parcels 10, 12, 13, 14, 16, and 17; 5142-1-22, parcels 21, 22, 23, 29, etc.; and 5142-1-30, parcels 90, 94, 96, and 97. It is optional to leave every fifth parcel number open for better Schedule of Lands and Interests legibility, and also to allow for additional parcels if design changes dictate.

Show parcel numbers without alphabetical suffixes. Normally, there should be only one parcel number per transaction. If a property owner owns two geographically separated properties, the decision as to when it is necessary to use one or two parcel numbers should be directed to the Region Chief of Real Estate. Do not use two parcel numbers on one conveyance.

Signs are not to be identified as parcels; however, their location and the name of the sign owner shall be shown.

1.6.2 Utility and Railroad Company Interests

When utility or railroad company land interests that do not necessitate any compensable work are to be acquired or a license agreement obtained, the project I.D. number for these interests would be the same as that for the non-utility, non-railroad parcels on the same R/W plat. When utility or railroad company land interests that require compensable work¹ are to be acquired, a separate I.D. number should be assigned for each utility or railroad company interest. Use project element numbers 40 through 49 for utility companies and 50 through 59 for railroad companies. These numbers will be shown in parentheses adjacent to the company name in the owner column of the Schedule of Lands and Interests Required. See [Attachment 1.2](#).

The utility coordinator will work with the plat preparer/designer to properly identify the utility, land interests, and I.D.'s of the compensable utilities on the right-of-way plats. See [Figure 1.2](#) for an example of how to show a utility interest on a detail sheet. Utility interest numbers shall be shown on a traditional plat using a double circle as an identifier. The necessary land interest for construction of a highway across railroad land is usually obtained with a highway easement. The easement width should be sufficient for all proposed construction operations and future maintenance. Show all existing and planned tracks. Indicate the railroad center line and give its bearing or angle of intersection with the roadway along with the stationing for the point of intersection ([Figure 1.4](#)). The description of an easement over railroad property should encompass only railroad interests.

After an interest has been acquired, its number should not be reused as changes to this roadway occur. It must be given a new interest number in new projects.

1.6.3 Title Block Date

The date on the detail sheet shall always be that date on which the plat was initially approved by the region.

¹ See [FDM 12-10-1](#) for descriptions of compensable utilities.

1.6.4 Vacating Roadways

Since the department can vacate only STH roadways by its own action, the resolution, ordinance, or other legal device used by a local governmental unit to accomplish the vacation should be shown. If "vacated" prior to approval of the original relocation order by the department:

Vacated - City of Egg Harbor Resolution

File No. 63-2866-B, June 2, 1994

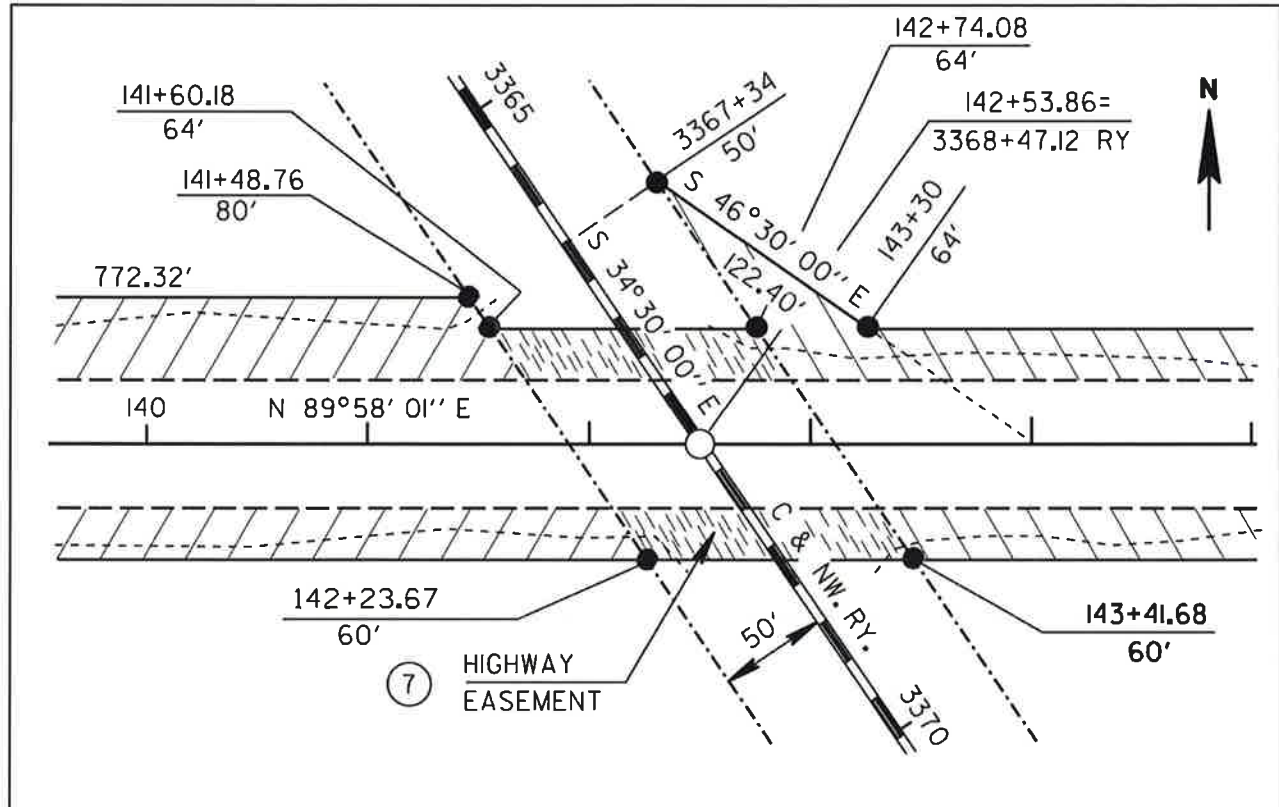


Figure 1.4 Railroad Parcel Example

1.6.5 Excess Land Sales

Non-federal participating areas and excess land sales can be indicated by a note such as:

0.72 acres sold to John Doe, February 2, 1984, Volume __, Page __.

For excess land it is necessary to show the project number under which the land was acquired only when it differs from the number of the plat on which it occurs. See [Figure 1.5](#). If the right-of-way to the road, street, or alley is to be vacated sometime in the future and has not been vacated as of the latest revised relocation order by the department, it should be shown as:

TO BE CLOSED

1.6.6 Remaining Lands or Remnants

See the Real Estate Manual, Chapter 3-3. See [Figure 1.3](#) for an example showing remaining land.

1.6.7 Off-Premise Signs

When there is an off-premise sign on lands to be acquired, the sign shall be labeled as shown in [Attachment 1.4](#). The sign shall be assigned a number that is placed in a hexagon adjacent to the sign. The sign number is a two-part number, the first part indicating the number of the land parcel upon which the sign is located. The second part of the number is a sequential number. The first sign on the property is "-1," the second sign would be "-2," etc. A typical sign number is "23-2," indicating the sign is located on parcel 23 and there are at least two

off-premise signs on that parcel.

A sign ownership table should be placed on each detail sheet that has an off premise sign. The table consists of two columns, one column listing the sign numbers on the sheet, and the second column listing the owner of each sign. A sign that is encroaching on public right of way shall be labeled with an "E", for encroaching, rather than a parcel number. A typical sign number for an encroaching sign is "E-1."

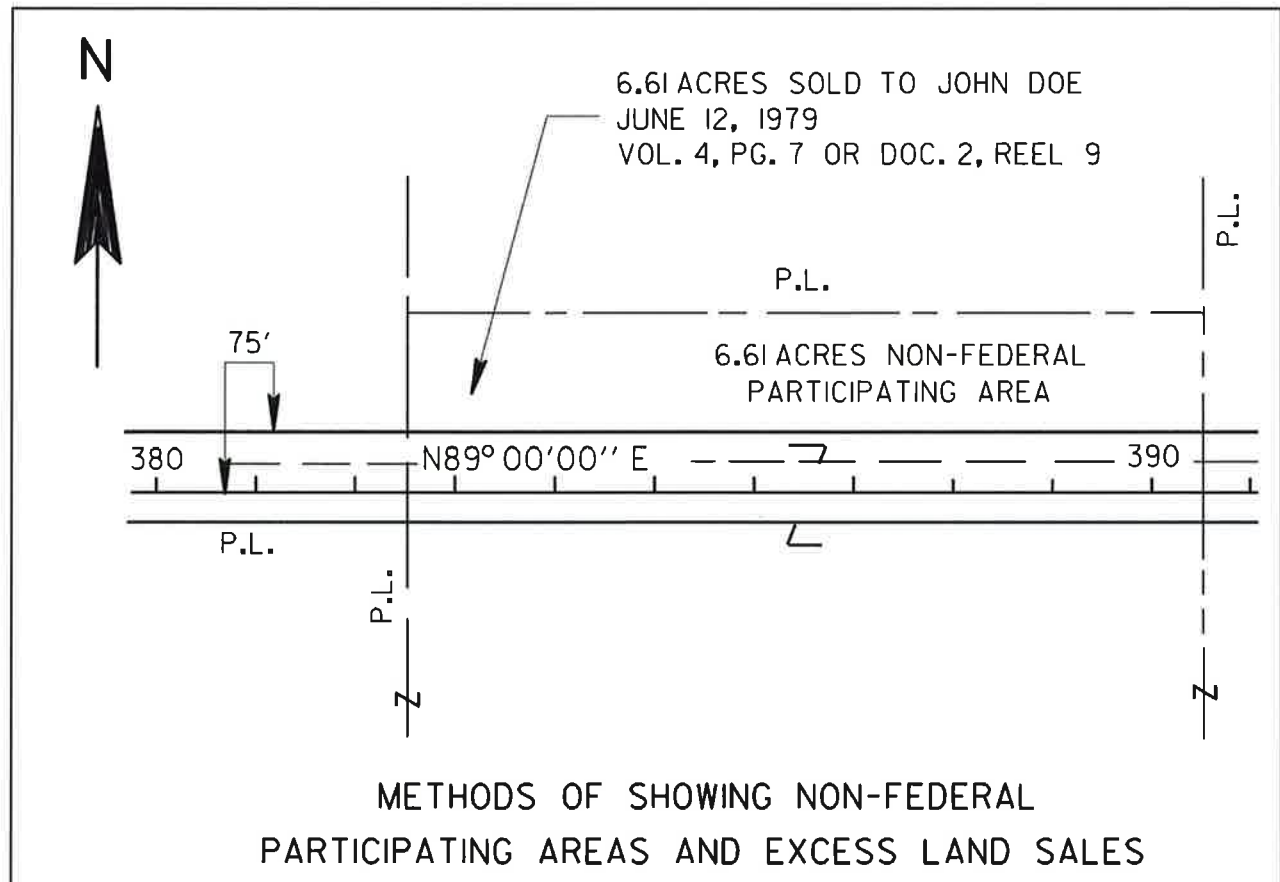


Figure 1.5 Excess Land Sales Example

1.6.8 Other Information

Corporate names (Townships, Villages, Cities, and Counties) are shown on layout sheets and at boundary lines on detail sheets. Slope intercepts are to be shown only on detail sheets. In interchange areas, show only those intercepts that were used to determine the required R/W. The preferred method of tying the R/W line to the Reference Line is to show the station and out distance to the angle points in the R/W line. When establishing new R/W lines, use out distances to the nearest five (5) feet wherever possible.

Label every interest either T.L.E. or P.L.E., along with its purpose (e.g. Slopes) and the area of the taking. T.L.E.'s and P.L.E.'s are discussed in more detail in [FDM 12-1-15](#). Cross-hatch patterns should be as shown in the table of Conventional Signs and Abbreviations. Do not use pencil or crayon shading.

LIST OF ATTACHMENTS

Attachment 1.1	Sample Title Sheet
Attachment 1.2	Sample Schedule of Lands & Interests
Attachment 1.3	Sample Layout Sheet
Attachment 1.4	Sample Detail Sheet
Attachment 1.5	Sample Single-Sheet Plat
Attachment 1.6	U.S. Public Land Survey System Information

Attachment 1.7	Right-of-Way Line Example
Attachment 1.8	Access Control at Intersections on New Relocation

FDM 12-15-5 Using the Plan as a Plat

June 30, 2004

5.1 Guidelines

The proposed right-of-way can be graphically depicted on the plan. The real estate and the utility units will advise the project manager whether or not the project will fit the criteria for doing this. If real estate and utilities staff feel confident that a right-of-way plat is not required, then all the information necessary to acquire the right-of-way would be shown on the plan and profile sheets.

5.2 Requirements

When the plan is to be used as a plat, the following information will need to be shown on the plan sheet, in addition to the normal plan requirements. These items may add some clutter, but each is required.

1. Pertinent government bodies labeled (towns, cities, villages)
2. 40's identified (ie SW-NW, SE-SE)
3. Applicable CSM numbers, subdivision names, lots and blocks
4. Show and label property lines, section lines, 16th lines
5. Existing and proposed R/W dimensions
6. Tie to section corner or survey of public record
7. Slope intercepts
8. Note indicating which coordinate system the plan is based on
9. Type of monuments shown
10. Proposed R/W lines
11. Station and out distance of all new R/W break points
12. Areas of acquisition cross hatched
13. Parcel numbers
14. Schedule of lands and interests required
15. Bearings and distances for all lines or curve information needed to describe the acquisition area by metes & bounds description

5.3 Storage & Retrieval

Once the plan sheet is completed, a copy will be submitted to real estate along with the required legal descriptions. The original plan sheet will be submitted to the district R/W Plat Coordinator for permanent storage in the district's plat filing system. The plan sheet will be filed utilizing the construction plan title sheet information for project number, title, county and highway. The project will be indexed with plan/plat.

If there is an earlier plat depicting the right-of-way acquired for a previous project in that area, that plat should be revised to show the right-of-way that will be acquired under the new project.

FDM 12-15-10 Right-of-Way Plat Checklist

June 30, 2004

The right-of-way plat preparer requires that the information on the right-of-way plat be presented in a consistent manner. This will aid the surveyor, description writer, appraiser, negotiator, landowners and others as they use the plat.

The Right-of-Way Plat Checklist in [Attachment 10.1](#) is intended to aid the plat preparer with this consistency during the different phases of plat development.

The checklist will not cover all situations. It will act as a general guideline for most right-of-way plats.

The checklist should be marked as the plat work progresses. It should be kept with the master plat on which all suggested revisions are noted.

LIST OF ATTACHMENTS

[Attachment 10.1](#) Right-of-Way Plat Checklist

FDM 12-15-15 Revision of Plats*June 30, 2004*

Each district should maintain a "master plat" on which all suggested revisions are noted. A revised plat is to be submitted for approval only when a significant change occurs or there is a reasonable accumulation of minor changes.

Whenever a revised plat is submitted, it shall be accompanied by a Relocation Order Revision Form (see [Attachment 15.1](#)) or other list which describes the significant changes that have been made as a result of the revision. Examples of significant changes are:

- Parcel(s) added or deleted
- Changes to access control
- Acreage revisions
- Name changes

Revisions to items such as lot dimensions, bearings, etc. can be handled by a simple note such as "Sheets 4.3, 4.5 and 4.7 have numerous bearing and distance corrections."

When a plat is revised after its original submittal as part of a relocation order, the subsequent submittal date shall be indicated on each sheet of the plat in the space provided. If "no change" was made to a sheet, indicate this by the letters "N.C." following the submittal date. Date all plat sheets for each submittal.

In the event that there are no significant changes throughout the life of the project, then it would be appropriate to make one revision at the end of the project which would reflect all minor changes, remnant lands acquired, etc. All changes to a parcel must be shown on a revised Relocation Order prior to acquisition by condemnation.

When lands are declared excess and disposed of, it is still policy that these transactions be noted and the plat updated. See Item #8 under "Detail Sheet" in [FDM 12-15-1](#).

LIST OF ATTACHMENTS

[Attachment 15.1](#) Sample Record of Plat Revisions

FDM 12-15-20 Description of Lands*June 19, 2013***20.1 General**

The following is intended to ensure that land descriptions provide a clear definition of department property and of the lands and interests to be acquired. The description of lands shall be a metes and bounds traverse of the department property line from a recovered U. S. Public Land Survey Corner (USPLSC) to and through a parcel or parcels to another, or the same, USPLSC. Recovered subdivision corners or recovered Certified Survey Map corners may be used in lieu of an USPLSC.

The same description with little or no change may be usable for all parcels between adjacent recovered USPLSCs. When recovered USPLSCs are some distance apart, a description along one right-of-way line for, say, half a mile and back along the other right-of-way line to the same recovered USPLSC may provide a simpler description. The number of parcels within one description is to be determined by Region Real Estate and Design Section staff whenever possible. Avoid "envelope" descriptions in excess of 1/2 mile in length or the coverage of more than one plat sheet. Every effort shall be made to keep these envelope descriptions reasonably short by use of description crossovers between opposite side right-of-way points and/or centerline points.

When the department property line overlays a survey of public record, and the necessary monuments and lines of the survey have been located in the field by department surveyors, descriptions may take the form of a dimensional taking (e.g., south 10.0 feet of lot 46). A "Survey of public record" is defined as a survey recorded or referred to in the official records of a government body, including, but not restricted to, the State Commissioners of Public Lands, the County Register of Deeds, the County Clerk, and the County Surveyor. In this case the acquisition dimensions should be shown on the plat and so noted.

Begin the metes and bounds description by describing the smallest subdivision available to locate the property (i.e., SE-NW, government lot, certified survey map, block, lot). See the first paragraph of each sample description for examples. If the subject property has a recorded CSM or subdivision plat, it must be referenced

in the description.

Descriptions should not include exact references (calls) to intersecting property lines unless the lines have been located in the field by department surveyors. Calls such as "to and through" may be used to note the approximate location of the affected property. Avoid using redundant words or expressions such as "...to a point..." or the words "...bearing and distance..." unless the point is needed for a secondary purpose. See [FDM 9-25-6](#) for the Policy on R/W Monumentation.

To describe the location of permitted points of access, the description of the department property line may include calls that begin and end access control. "...said point being point A; thence continuing...to a point, said point being point B; thence..." Also acquired herein are...rights of access...except...between points A and B described above."

This same method may be used to locate the beginning and ending of easements for construction, drainage, etc. These may be described with a traverse or as a width in a separate paragraph.

For a curve description, several options are available. These include chord bearing, chord length, delta angle, arc length, and radius. Use a minimum of three of these options.

To better enable visualization of the scope of the acquisition, legal descriptions may, as an option, include an occasional reference (call) within the traverse to the position of the highway reference line - "thence...parallel with and 50 feet westerly of the reference line of USH 2..." Such calls may be used, but distances should not be called precisely (50 feet, not 50.00 feet). In the best interests of those reading descriptions, calls to adjoiners and highway right-of-way are extremely beneficial.

The importance of correctly describing real estate in legal documents cannot be overstated. The department cannot acquire lands not contained in an accurate legal description except by condemning the misdescribed property or by obtaining a corrective deed.

For WisDOT purposes the relocation order and accompanying plat are the pivotal documents. If the survey calls on a relocation order and the plat are incorrect, all deeds drafted from that order and real estate plat will be defective. This can result in WisDOT having to redo the entire acquisition process.

In the case where the legal description or acquisition area shown is incorrect, and the department has not acquired all the land rights needed, WisDOT's only recourse is to: 1) Obtain a corrected deed or 2) condemn the additional parcel rights. A mistaken call on a relocation order and plat can lead to dozens of improper legal descriptions and the need to take corrective action on each parcel, within the envelope description of taking.

20.2 Sample Descriptions

The following descriptions include examples of how optional practices may be used. The department property line description is independent of individual properties and with little or no change may become a part of several individual parcels as a deduction from the original property.

The majority of legal descriptions should have a point of beginning and following the text of the legal description should return to the point of beginning. Exceptions would be strip acquisitions from: recorded subdivision plats, certified survey maps, assessor plats and reference line descriptions.

See [Attachment 20.1](#) for description examples. Also see [FDM 12-10 Attachment 20.1](#) for additional examples of some common situations. Please note that the examples in [FDM 12-10](#) must be modified for use with a traditional plat.

LIST OF ATTACHMENTS

[Attachment 20.1](#) Description Examples

[illegible]

SCHEDULE OF LANDS AND INTERESTS

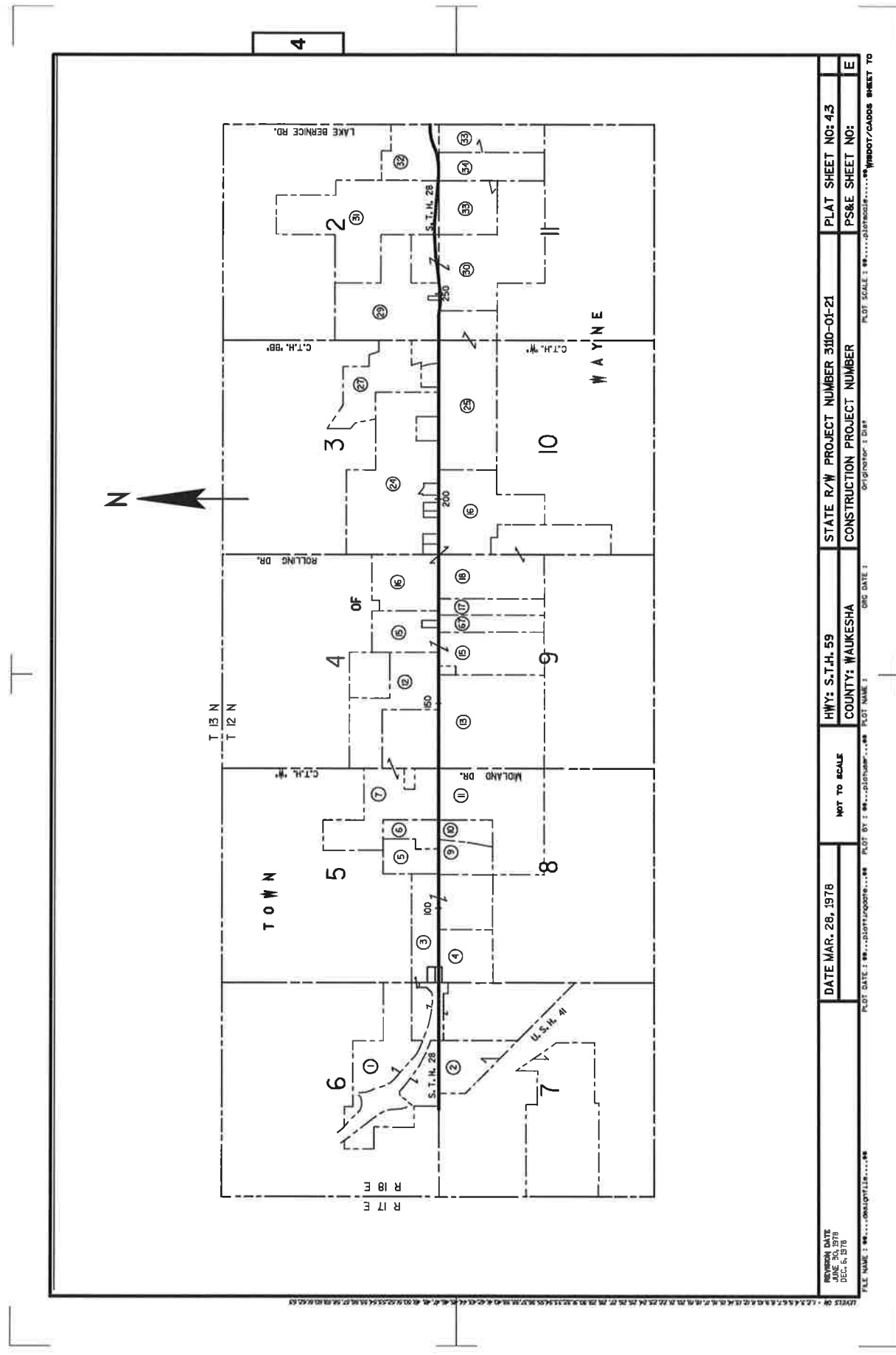
OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY
AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND
INTERESTS TO THE DEPARTMENT

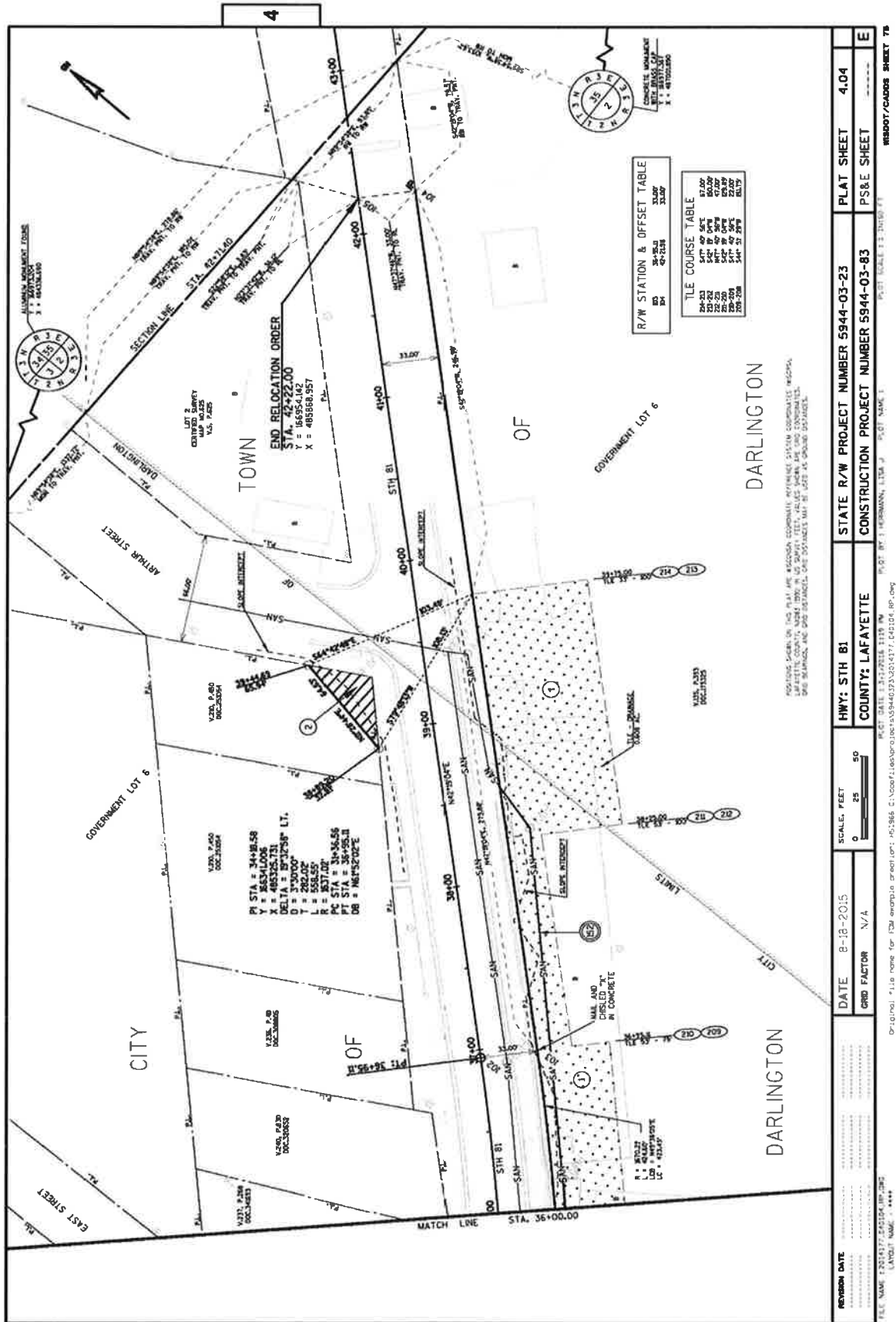
PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	R/W REQUIRED (ACRES OR S.F.)			H.E. ACRES	T.L.E. ACRES	P.L.E. ACRES
				NEW	EXISTING	TOTAL			
1	4.01	BENJAMIN ADAMS	FEE & PLE	1.65 AC.	0.00 AC.	1.65 AC.	0.00	0.00	0.24
2	4.02	WANDA FISH	FEE & TLE	3.00 AC.	1.45 AC.	4.45 AC.	0.00	0.65	0.00
3	4.02	RANDOLPH AND MARGARET MATHERS	FEE & ACCESS RIGHTS	0.80 AC.	0.00 AC.	0.80 AC.	0.00	0.00	0.00
4	4.03	CHESTER E. TAFT	FEE	2.80 AC.	6.20 AC.	9.00 AC.	0.00	0.00	0.00
5	4.03	WISCONSIN TELEPHONE COMPANY (40)	RELEASE OF RIGHTS	0.00 AC.	0.00 AC.	0.00 AC.	0.00	0.00	0.00
6	4.01 & 4.03	C.M.ST.P. & P.RR. (50)	H.E.	0.00 AC.	0.00 AC.	0.00 AC.	0.03	0.00	0.00

4

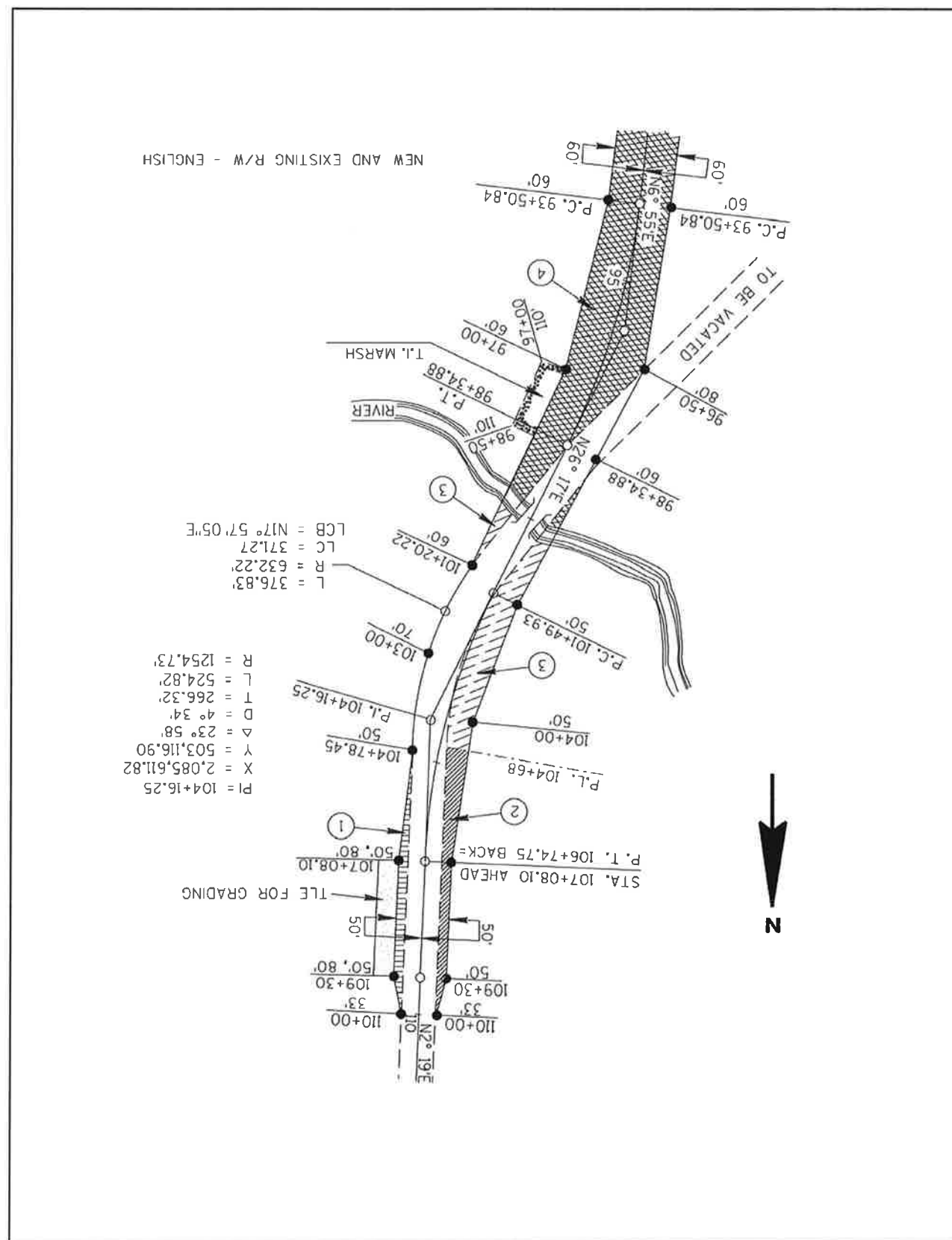
4

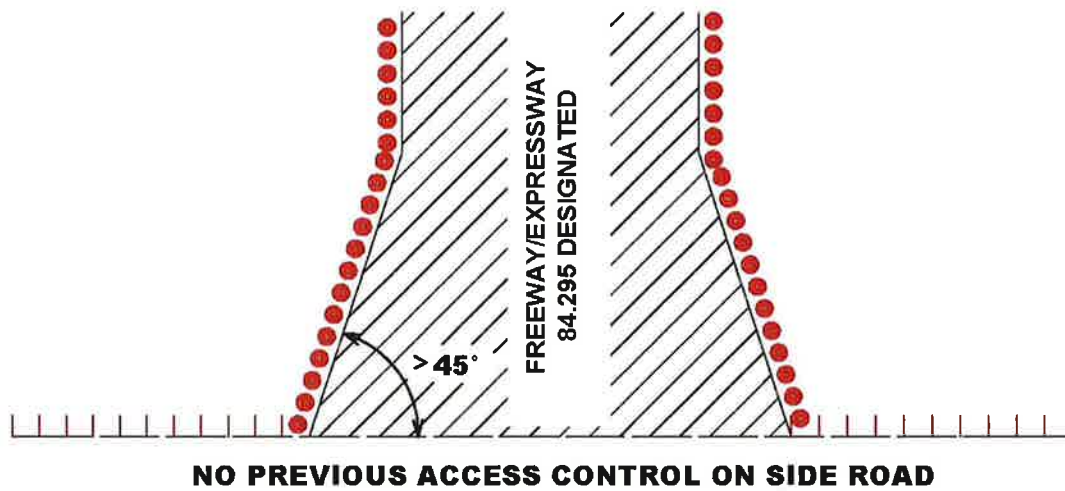
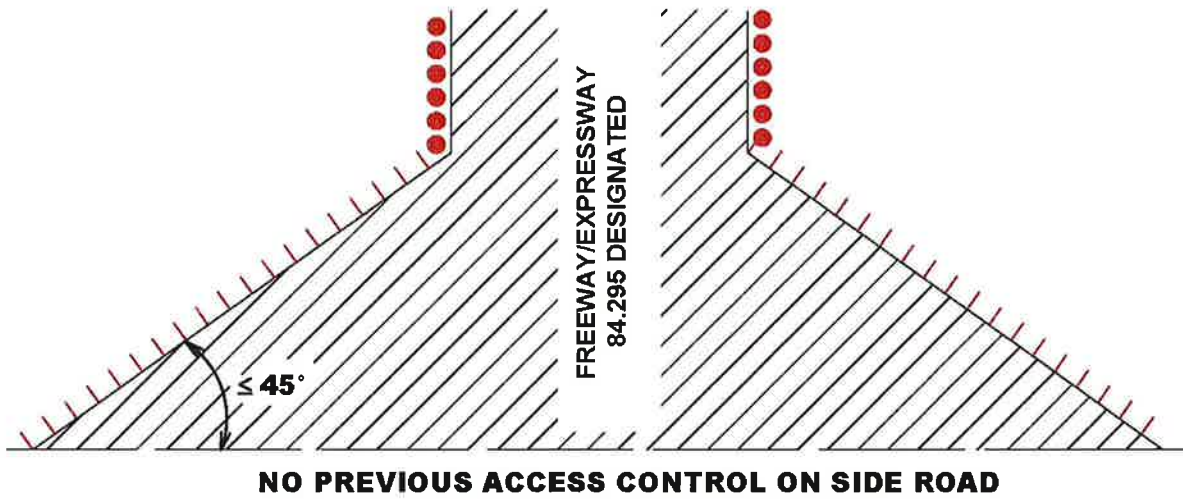
REVISION DATE	DATE	SCALE, FEET	HWY: ***	STATE R/W PROJECT NUMBER ****	PLAT SHEET
GRID FACTOR	GRID FACTOR	0	COUNTY: ***	CONSTRUCTION PROJECT NUMBER *****	PS&E SHEET
FILE NAME: I:\C:\G:\FILES\PROJECTS\N.E.FON\COMPTON\EN\MID1501601.2.DWG			PLOT DATE: 10/13/2015 12:40 PM PLOT BY: HERRMAN, LISA J PLOT NAME: WISDOT/CADDIS SHEET 75		











TRANSPORTATION PROJECT PLAT

TABLE OF CONTENTS ON PRELIMINARY TPP REVIEW

This Section shall be completed on Local Real Estate & State/Federal Funded Projects

- Preliminary Transportation Project Plat Review Notes
- Example of Transportation Project Plat for Local Program & Connecting Highways
- Definitions for TLE, PLE & Highway Easement
- Example of Transportation Project Plat Comments
- Transportation Project Plat Preparation (FDM Chapter 12, Section 10)
- Example of Transportation Project Plat Amendment Plat
- Example of an Affidavit of Correction
- Example of Vacation Order of a Transportation Project Plat
- Example of Vacation Order of a Transportation Project Plat – Parcels
- Examples of Legal Descriptions for Transportation Project Plat

PRELIMINARY TRANSPORTATION PROJECT PLAT (TPP) REVIEW

Review **TPP** for Slope Intercept lines (occasionally TPP **will not** have Slope Intercepts) If not, review the Plan/Profile or Construction Plans. On Local Program Projects, you can find the Plan Set in K: drive under specific project ID.

- Check the Plan/Profile to see if proper interest limits are correct;
Note: Each TPP sheet has the Relocation Order built in.
- On Detail Sheets review of TPP is typically the same as a traditional Plat. Common errors are:
 - Incorrect statutes;
 - Cities must use city statutes, counties must use County statutes etc. Statute chapters are noted on page 15 of LPA Manual under 3.2 Relocation Order.
 - Correct LPA named in Relocation Order, Approval Box
- Check for Proper Real Estate ID number;
- Confirm that definitions of TLE, PLE and/or HE are shown on each sheet if that specific interest is on said sheet;

OR

- Definitions can appear on Title Sheet if the following clause is on each sheet. "For additional information refer to Title Sheet, recorded in the Office of Register of Deeds in "X" County as sheet 2 of 2, Document # xxxxxxxx";

Land Surveyor Certificate

- Confirm this is present and appears as in FDM 12-10-1.2.8, Figure 1.3;
- Reference shall be made to "Section 84.095 of Wisconsin Statutes (TPP Statute);"
- Note that LPA signature approval box can be incorporated within Land Surveyor Certificate
 - Check to be sure the correct **LPA** is shown

Relocation Order

- Check for Proper ID
- Wisconsin Department of Transportation **SHOULD NOT** appear in Relocation Order
- Confirm the Town, Village, County, or City is referenced based on the Municipalities shown on the specific sheet. See **LPA Manual Page 15, 3.2 Relocation Order**
 - Corresponding Statute(s) must apply and be accurate:
 - Cities – Chapter 62.22
 - Counties – Chapter 83.07 and 83.08
 - Villages – Chapters 61.34 (3), (3M), and 61.36
 - Towns – Chapters 60.50 and 82.12
- Review Register of Deeds signature block
 - "Reserved for Register of Deeds, Project # XXXX-XX-XX – X.XX (page #)" should be in upper right corner

Amendment Plat (FDM 12-10 Attachment 15.1)

- The following are reasons for an Amended Plat:
 - Change in R/W required
 - Change in PLE or TLE
 - Change in Interest
 - Change in Access right being acquired
 - Change in Parcel numbering
 - Change in area of Parcel

Affidavit of Correction (FDM 12-10 Attachment 15.2)

- The following are reasons for an Affidavit of Correction:
 - Typos and Misspelled words
 - Errors in Coordinate reference
 - Errors in Highway designation or adjacent Streets

Vacation of Plat (see FDM 12-10-15.4)

- Upload a copy of the Preliminary Transportation Project Plat and comments in READS.

POSITIONS SHOWN ON THIS MAP ARE BASED ON THE WYCOMBE PLAIN COGNOMIZE SYSTEM GRID, SOUTH ZONE (44U-2271) IN U.S. SURVEY FEET. ALL PLAT DISTANCES ARE ROUND LENGTH AND MAY BE CONVERTED TO GRID LENGTH BY MULTIPLYING THE DISTANCE BY THE GRID FACTOR OF 0.999934.

[illegible]


 DDC # 10553748
 Size 10 1/2" x 7 1/2"
 REORDER QUANTITY 100
 JAN 14 1984
 UNIVERSITY OF MICHIGAN
 475 TAPSCOTT DRIVE, ANN ARBOR, MI 48106
 25.00
 112 FRANKLIN ST.

[illegible]

PLANT LOCATION

RESIDENT P. 1. NAME & ADDRESS
 2. PHONE NO.
 3. OCCUPATION
 4. RELIGION
 5. RACE
 6. SEX
 7. AGE
 8. HEIGHT
 9. WEIGHT
 10. HAIR
 11. EYES
 12. SKIN
 13. BLOOD
 14. TOOTH
 15. FINGER
 16. NAIL
 17. TONGUE
 18. TEETH
 19. EARS
 20. NOSE
 21. MOUTH
 22. THROAT
 23. LUNGS
 24. STOMACH
 25. LIVER
 26. SPLEEN
 27. PANCREAS
 28. GALLBLADDER
 29. BLADDER
 30. UTERUS
 31. VAGINA
 32. PENIS
 33. TESTES
 34. PROSTATE
 35. SEMEN
 36. URINE
 37. FECES
 38. SWEAT
 39. SALIVA
 40. TEAR
 41. SWEAT
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 95. SWEAT
 96. SALIVA
 97. TEAR
 98. SWEAT
 99. SALIVA
 100. TEAR

PLANT LOCATION

RESIDENT P. 1. NAME & ADDRESS
 2. PHONE NO.
 3. OCCUPATION
 4. RELIGION
 5. RACE
 6. SEX
 7. AGE
 8. HEIGHT
 9. WEIGHT
 10. HAIR
 11. EYES
 12. SKIN
 13. BLOOD
 14. TOOTH
 15. FINGER
 16. NAIL
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 95. SWEAT
 96. SALIVA
 97. TEAR
 98. SWEAT
 99. SALIVA
 100. TEAR

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PLOT BT : WATER #, #2 & II PLOT NAME :
PLOT SCALE : *****

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Definitions for TLE, PLE, Highway Easement

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

Dennis Matusin

From: Dennis Matusin <badgerdog@wi.rr.com>
Sent: Friday, February 24, 2017 4:35 PM
To: badgerdog@wi.rr.com
Subject: FW: 2440-09-20 STH 20 - TPP comments
Attachments: 2440-09-20 Appraisal Plat 10-10-16.pdf; 06 Plan Details2.pdf; 21 Plan and Profile.pdf

Example of Transportation Project Plat Comments

From: Dennis K. Matusin
Sent: Wednesday, October 19, 2016 9:36 AM
To: Schmidt, Steven - DOT <Steven.Schmidt@dot.wi.gov>
Cc: Munia, Paul - DOT <Paul.Munia@dot.wi.gov>; Dennis K. Matusin <dennis.matusin@daarcorp.com>; Gengler, Traci - DOT <Traci.Gengler@dot.wi.gov>; Salvo, Stacey <Stacey.Salvo@cityofracine.org>; Burki, William G - DOT <William.Burki@dot.wi.gov>; Bista, Bhupendra <Bhupendra.Bista@strand.com>; Todd Becker <todd.becker@daarcorp.com>
Subject: FW: 2440-09-20 STH 20 - TPP comments

Hi Steve,

I haven't seen WisDOT's plat comments so my comments below may be a duplication.

I have lined out the comments based on the 7/29/16 Plan Detail plot date.

R/W Plat & Plan Detail

- Title Sheet – bottom right, sheet 4.01 should be 4.00;
- **Sheet 4.01** – Village of Mt. Pleasant straddles the village/ city limits. Please verify that no properties to be acquired are in the Village of Mt. Pleasant;
If there are Parcels to be acquired in the Village the Relocation Order statutes should include village statutes.
Relocation Order – On all sheets (line2)– Delete “State of Wisconsin Department of Transportation”; Insert “City of Racine”;
Item #2 – Delete “Department”; Insert “City”; Delete “State of Wisconsin”; Insert “City of Racine”;
Delete section “84.09 (1) or (2)”; Insert section “62.22”;
- ~~Sheet 4.02 – Par. 12 – Plan Detail shows carriage walk & S.I. extending beyond TLE limits @ Sta 14+00 LT (Ohio St.)?~~
- ~~Sheet 4.03 – Par. 35 – Plan Detail shows carriage walk & S.I. extending beyond TLE limits~~
- ~~Sheet 4.04 – Par. 36, 37, 40, 43, 45, 51 – Plan Detail shows carriage walk & S.I. extending beyond TLE limits; Par. 59/61 - Driveway TLE S.I. is at back of TLE;~~
Recommend extending TLE additional 5'; Par. 60 (lot 1) – S.I. on private property around corner and south on Orchard St.
- ~~Sheet 4.05 – Par. 63, 65, 70, 71, 80 – Plan Detail shows carriage walk & S.I. extending beyond TLE limits;~~
Par. 70 – **Schedule of Lands and Interests** – FEE should be added to the TLE;
- ~~Sheet 4.06 – Par. 84, 88 – Plan Detail shows carriage walk & S.I. extending beyond TLE limits;~~
- **Sheet 4.07** – Plan Detail shows S.I. on private property on the following lots: **11 thru 15** between par. 120 & 123. Par. 122 TLE should be extended to Hayes Ave. & South; All properties on both sides of street between Hayes Ave & Grove Ave.
- ~~Sheet 4.08 – Plan Detail shows S.I. on private property of lots 1 & 2 between par. 124 & 127; Plan Detail shows S.I. on nearly all private properties east of West Ave. centerline~~



FDM 12-10-1 Guidelines

October 3, 2016

1.1 Introduction

This procedure sets forth the requirements for producing a transportation project plat (TPP). Many of these requirements are specified in s. 84.095 stats. To insure that all requirements are met, use the checklist in [FDM 12-10-5, Plat Preparation Checklist](#).

These guidelines are to be used when preparing transportation project plats for all projects that involve the permanent acquisition of lands or interests. The transportation project plat will continue to fulfill the role of the right-of-way plat, however, it differs from the traditional right-of-way plat in a number of ways.

- The transportation project plat is the legal document showing the permanent land interests being acquired by the department in conjunction with a transportation improvement project.
- A transportation project plat may be either a stand-alone document that contains all of the information pertaining to the parcels shown on one sheet, or it will consist of a title sheet and a detail sheet.
- Transportation project plats will become a permanent document that has an increased value as a reference for all conveyances of land interests within the right-of-way and adjacent to the right-of-way. They will be filed in the office of the county register of deeds, since that is the traditional location for the preservation of land records, and the access point to land records by the public.
- The traditional right-of-way plat did not meet the definition of a plat in that the deed description did not refer to the plat. The land interests were acquired by means of a deed containing a metes and bounds description, which established the limits of the acquisition. The deed will now reference a parcel number and show the parcel on the filed transportation project plat.

A transportation project plat is a scaled graphical representation of the permanent land interests and must include sufficient information to be used as the basic document for surveying, preparing property descriptions, and appraising the proposed right-of-way. The transportation project plat shall show the extent of the acquisition, contain the information necessary to define the right-of-way line, and show the relationship of the plat to the county, township, range, section, quarter section, recorded private claim, government lot, certified survey map, assessor's plat, subdivision plat, or another transportation project plat in which it falls. *The information shown on the plat sheet needs to be clear and legible to depict the department's real estate acquisitions and right-of-way boundaries.* Therefore, all information on a TPP shall be shown as black on white with no gray shading.

Because there are no metes and bounds descriptions in the deeds, the plat has to be very understandable. Careful attention to placement of all the information in the plat is essential. Utility lines, hatch patterns, or other text can make the bearings and distances difficult to read and thus make the plat inadequate as the means for the description of the lands and interests to be acquired. In cluttered areas, use leaders, arrows, or course tables to insure that all bearings and distances can be read.

The transportation project plat shall be prepared either as a single stand-alone plat sheet or as a combination of a title sheet and a detail sheet. Each stand-alone TPP sheet will be recorded and referenced as a unique document and shall contain all the required information for that sheet. If a title sheet is included, the recording information will be shown on the first sheet of the document, which will be the detail sheet.

[Attachment 1.1](#) is a sample stand-alone TPP example. [Attachment 1.5](#) shows how [Attachment 1.1](#) would look if it was set up as a detail sheet and title sheet. These examples are not intended to restrict the location of specific information, except for the area reserved for the Register of Deeds signature block. It is recommended the area reserved for the Register of Deeds signature block be located in the upper right corner of the plat. All other information shall be positioned based upon the best usage of available space.

For a project with consecutive sheets, begin and end each transportation project plat abruptly at a government line (section line, quarter-section line, sixteenth line, etc.) or property line, preferably in that order of importance. If this is not possible, create a match line. Do not overlap, or duplicate information from one plat to the next, except such information as necessary to define the plat; e.g., a section corner and accompanying coordinate information.

The guidance given below is organized by what information belongs on a TPP detail sheet and a title sheet. A stand-alone TPP will include all the items listed below except the state map.

1.2 Detail Sheet

The detail sheet is the first sheet in the set. It shall contain the following items as appropriate.

1.2.1 Title Sheet Reference

Sometimes, when the detail sheet/title sheet configuration is used, the title sheet can apply to several detail sheets. In this case the title sheet is filed with the first detail sheet submitted for the project. This may or may not be sheet 4.01 Subsequent detail sheets will contain a reference note such as the example below.

Refer to the Title Sheet, recorded as Sheet 2 of 2, in Volume X of Transportation Project Plats, Page X, as Document No. XXXXXXXX for additional information.

1.2.2 City, Village, Town, and County Designations

The city, village, town, and county names shall be shown on the transportation project plat. The hatching designating the city or village limits shall be shown on the plat. When a transportation project falls in more than one county, a separate transportation project plat shall be drawn for each county.

1.2.3 Appraisal Plat Date

On every transportation project plat a date shall be shown as the appraisal plat date. This date indicates when the plat is ready for appraisals to begin. This date shall be located outside of the main border of the transportation project plat and normally located below or to the left of the plat. This date will be used in the appraisal process to verify which plat was used for the appraisal. A new appraisal plat date is needed when there are plat changes that will affect interests being acquired by the department. When acquisition interests are changed, the real estate agent responsible for the project should be notified of the changes, the parcels impacted, and the new appraisal plat date.

1.2.4 Relocation Order

Every plat shall contain an official order or resolution of the department, city, village, town, or county authorizing the project. The relocation order shall appear substantially the same as that shown in [Figure 1.1](#). The relocation order on each plat shall pertain to the specific area shown on that plat sheet. The relocation order is approved on the date the plat is signed in the region by an authorized person for the department. When local entities are the condemning authority, the underlined references in the relocation order below, shall refer to the local municipality, town, or county. The relocation order shall also make reference to the appropriate statute(s), authorizing the local entity to acquire. Reference Section 3.2 - Relocation Order of the LPA (Local Public Agency) Manual for Right of Way Acquisition for guidance regarding the appropriate statute(s). A plat being created for a LPA or "Connecting Highway" project shall only be signed by the entity under whose authority the property is being acquired in addition to the person overseeing the plat preparation.

RELOCATION ORDER (HIGHWAY NAME) _____ COUNTY.

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE NAMED PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SUBSECTIONS 84.02 (3), 84.09 AND 84.30, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE NAMED PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SUBSECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

Figure 1.1. Relocation Order

1.2.5 Project Title

Each transportation project plat will have a unique project number. This information should be shown as "TRANSPORTATION PROJECT PLAT (Real Estate Project Number) - (Sheet Number)" and shall be printed on the plat in prominent letters. The following parcel location information (as appropriate) shall be included in the title where there are any rights or interests to be acquired. In addition, when monuments are being set to delineate highway right-of-way, the forties the monuments are located in shall be included in the location description. See [Attachment 1.1](#) for an example location description.

- Previous TPP

- Subdivision plat including lots and blocks
- Assessors plat including lots and blocks
- Certified survey map including lots
- Government lot
- Recorded private claim
- Quarter-quarter section
- Section, township, range, and county

Since many projects will have multiple plats, the department will include, as part of the plat number, the sheet number to make each plat unique within the project. The first plat of a project shall be numbered ____-__-__-4.01, (project number-sheet number); and the second plat of a project shall be ____-__-__-4.02, (project number-sheet number), etc. The plat title shall contain the project number and the sheet number together. This will produce the unique entry for the index in the office of the register of deeds. A design project number or a construction project number shall NOT be used in a transportation project plat number. All sheet numbers shall contain two digits after the decimal, i.e. 4.01, 4.02, 4.10, 4.21, etc.

1.2.6 Plat Deliverables

In order to be able to provide AutoCAD® Civil 3D® (C3D) drawing information to other downstream user's, all C3D drawing information shall be delivered in a specified folder structure format. This format is titled "Typical Civil 3D Project Folder Structure for Right-of-Way Plats" and is detailed in [FDM 15-5 Attachment 3.1](#). This folder structure includes all of the necessary information to create a Transportation Project Plat (TPP) project. While there are a number of folders listed in this directory, one will be titled PlatExp. This folder will contain drawing files containing specific layers that can be downloaded directly into GIS. These layers are specified in [FDM 15-5 Attachment 3.8](#). All consultants and regional staff shall follow this format when creating a transportation project plat project. This information needs to be submitted to the regional office immediately after notification that the right-of-way has been cleared. In order to maintain this consistency, language has been written into consultant contracts requiring that all drawing files be delivered to the regions in this format.

1.2.7 Local Agency Signature

When a transportation project plat is prepared for or in conjunction with a local agency, provision should be made for the signature(s) of the approving local agency official(s). A signature block similar to [Figure 1.2](#) shall be used for this purpose. Prior to the recording, the plat must be signed by a representative from every agency authorizing approval of the plat.

<p>THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE (CITY, VILLAGE, TOWN, OR COUNTY) OF _____</p> <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <div style="border-top: 1px solid black; width: 30%;"></div> <div style="border-top: 1px solid black; width: 30%;"></div> <div style="border-top: 1px solid black; width: 30%;"></div> </div> <p style="text-align: center; margin-top: 5px;">PRINTED NAME SIGNATURE DATE</p>
--

Figure 1.2 Local Government Signature Block

1.2.8 Surveyor's Certificate

Transportation project plats prepared under contract by a consultant working for the department, a city, a village, a town, or a county shall be signed and sealed by a professional land surveyor licensed under s. 443.06 stats. In addition, the name of the consulting firm employing the surveyor is also required. Place either the name of the firm or the company logo in the space provided (refer to [Figure 1.3](#)). The logo may be shown only if it does not interfere with the information required to be shown on the plat.

As of August 1, 2014, all transportation project plats prepared by the department shall be sealed and signed by a professional land surveyor licensed under s.443.06 stats (see [Figure 1.3](#)).

A plat prepared for recording under s. 84.095 stats. shall include a certificate of a professional land surveyor licensed under s. 443.06 stats. which states that the plat is a correct representation of the project described and that the identification and location of each parcel can be determined from the plat. Use a signature block as shown in [Figure 1.3](#) or a similar signature block on a plat prepared by a professional land surveyor licensed under s. 443.06 stats. Figure 1.3 also includes the department or municipal approval signature in the same block.

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
I, <SURVEYOR NAME> PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE DEPARTMENT OF TRANSPORTATION, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.	
SIGNATURE: _____ DATE: _____ PRINT NAME: _____ REGISTRATION NUMBER: S-XXXX	
THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION <REGION NAME - OFFICE NAME>	
SIGNATURE: _____ DATE: _____ PRINT NAME: _____	

Primary consultant name or logo site	
6" MAX	

Alternate Consultant name or logo site	
2" MAX	3" MAX

STAMP	
I, <SURVEYOR NAME> PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF <THE DEPARTMENT, CITY, VILLAGE, TOWN OR COUNTY> I HAVE SURVEYED AND MAPPED THIS TRANSPORTATION PROJECT PLAT AND SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.	
SIGNATURE: _____ DATE: _____ PRINT NAME: _____ REGISTRATION NUMBER: S-XXXX	
THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE <THE DEPARTMENT, CITY, VILLAGE, TOWN OR COUNTY>	
SIGNATURE: _____ DATE: _____ PRINT NAME: _____	

Figure 1.3 WisDOT and Consultant Professional Land Surveyor Certificates

1.2.9 Plat Dimensions and Register of Deeds Signature Block

The transportation project plat--which is filed in the office of the register of deeds--is required to have a 1-inch margin on all sides. It is to be reproduced on any material that is capable of clearly legible reproduction and is acceptable to the Register of Deeds. The TPP will be either 30" x 22" or, if acceptable to a specific Register of Deeds, it may be 34" x 22".

Space will be provided for the Register of Deeds to add filing or recording information to the plat. This will include a notation for the filing information for that specific plat and references to any affidavits of correction or amendment plats. A standard text block like the one shown in Figure 1.4 shall be used. A block that measures 3 inches wide by 3-3/4 inches high allows enough room for the Register of Deeds recording information. The lower portion of the signature block should be 3/4-inches high and include space to note the project number and amendment number as shown below. The area reserved for the Register of Deeds signature block will be located in the upper right-hand corner of the plat.

RESERVED FOR REGISTER OF DEEDS PROJECT NUMBER XXXX-XX-XX- X.XX AMENDMENT NO:

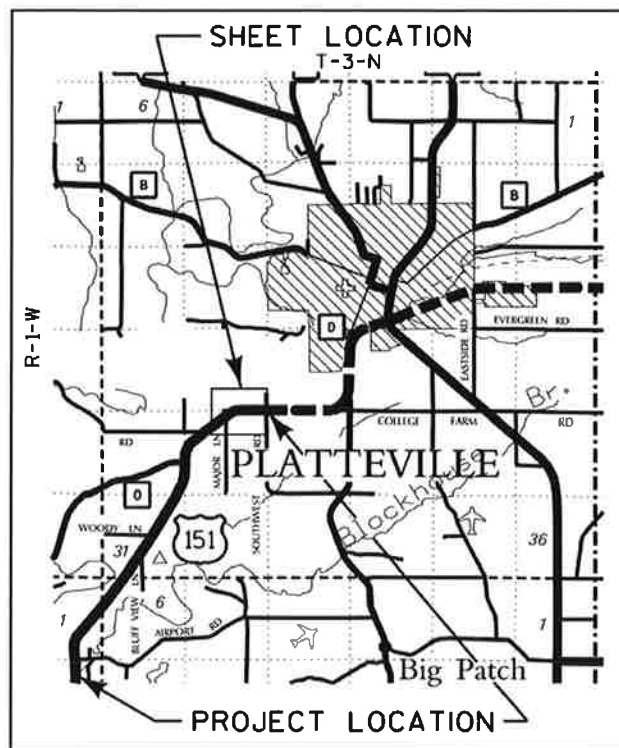
Figure 1.4 Register of Deeds Signature Block

1.2.10 Location Sketch

Maps should be to an appropriate scale and in sufficient detail to readily depict the project location. Portions of county, town, or city maps may be used. Sufficient detail must be shown to enable the user to relate to known geographic features. The maximum size of the location sketch on the detail sheet shall be 4" x 4". Show the following information on the location sketch:

- Show the beginning and ending locations of right-of-way acquisition for each transportation plat.
- Show additional, streets or highways that may help in the location of the project.
- Show the location of the village or city when the highway improvement project falls near the limits of the village or city.
- The location sketch will have the same orientation as the transportation project plat sheet. (North should be oriented to the top of the sheet unless the location sketch proportions are such that the orientation to the right side is desirable.)

See [Figure 1.5](#) for example location sketch.



(Not to Scale)

Figure 1.5 Sample Location Sketch

1.2.11 Scale and North Arrow

Plat sheets will typically be drawn using one of the scales listed below.

1 inch = 200 feet (rural areas) 1 inch = 50 feet

1 inch = 100 feet 1 inch = 20 feet

These values have proven to be the most useful in the greatest number of situations; however, other scales may be used in certain situations. Additional scales that may be used are 1 inch = 10 feet, 1 inch = 30 feet, 1 inch = 40 feet and 1 inch = 60 feet (scales shown on an engineer's scales). Consider the readability of the sheets when choosing a scale. *The information shown on the TPP sheet needs to be clear and legible to depict the department's real estate acquisitions and property boundaries.* Data on reduced size sheets become difficult to show clearly if the full size document is drawn smaller than 1 inch = 200 feet. Even a scale of 1 inch = 100 feet is sometimes difficult to read when the document is reduced. Therefore, not all plats need be drawn at the same scale. Plats crowded with data may be drawn at 1 inch = 50 feet and others at 1 inch=100 feet. If an otherwise adequately scaled plat has isolated spots of cramped detail, enlargements of the crowded areas may be used on the plat to provide clarity. When such enlargements are used, it is not necessary to reproduce base sheet topography unrelated to what is intended to be communicated by the enlargement.

Each plat shall have a north arrow symbol along with a graphic scale bar. The right-of-way plat staff will determine the size and location of the scale and north arrow symbols to best use the space available. The location sketch does not need to show a north arrow, however, the sketch shall have the same orientation as the transportation project plat sheet. North should be oriented to the top of the sheet unless the location sketch proportions are such that the orientation to the right side is desirable.

1.2.12 Coordinate Reference

All coordinates and bearings shown on transportation project plats (TPPs) shall be oriented to the Wisconsin Coordinate Reference System (WISCRS) in accordance with FDM 9-5-10, Standard Geodetic References. The coordinate reference note to be used on all TPPs shall read: *"Positions shown on this plat are Wisconsin Coordinate Reference System Coordinates (WISCRS), (County name) County, NAD 83 (year) in US Survey Feet. Values shown are grid coordinates, grid bearings, and grid distances. Grid distances may be used as ground distances."*

When using any coordinate system, it is highly recommended that the notes include a reference to the station or stations used, a reference to methods used (GPS or conventional), and the year the survey was done. With the ongoing refinements to the various control networks used in the state, a station and year reference will ensure

that any future user will be able to utilize the coordinate information on the transportation project plat.

When the project is located in more than one county or parallels the county line and rights or interests are acquired in both counties, use the coordinate guidance as stated in [FDM 9-20-27](#).

1.2.13 U.S. Public Land Survey System Reference Information

Describe and reference at least two Public Land Survey System (PLSS) corners to the highway reference line and to the department property line on each plat. A minimum of two PLSS corners need to be recovered or reestablished. Each PLSS corner shown that was not recovered or reestablished should include the note, "Not Recovered" and reference information stating how the location of the monument was determined should be shown. If one or more PLSS corners need to be perpetuated to establish a reference basis for the plat, this shall be done in accordance with [FDM 9-5-1](#), Perpetuation of Landmarks.

Each recovered PLSS corner shall include coordinate values to a minimum of two decimal places, relating to the Wisconsin County Coordinate System. Descriptions of all depicted PLSS corners should include the type of monument (e.g., Harrison Monument, Berntsen Monument).

Section corner and quarter corner numbers (see [Attachment 1.2](#)) shall be readable normal to the north arrow. Show numbers and proper designation of government lots. Show section, township, and range numbers. When section corners are located beyond the limits of the sheets, the corner shall appear in line with its actual location, separated from an extension of the section line or quarter-section line by a broken line.

1.2.14 Existing and New Locations of the Transportation Facility

The transportation project plat will clearly show the existing reference or centerlines, the existing right-of-way lines, and the new reference and right-of-way lines. See Chapter 9, Section 50 for further resource information. Show existing highway centerlines, right-of-way lines, and widths when the existing right-of-way lies within or abuts the proposed right-of-way. The new right-of-way line should generally parallel the construction limits, with sufficient allowances for construction operations. Where the alignment curves, right-of-way may be defined along either a curve or a series of tangents, whichever best fits the situation (see [Attachment 1.3](#)). When the new right-of-way line curves, include the right-of-way curve length, long-chord length, long-chord bearing, and the radius length. When the right-of-way curve intersects a field located line of a survey of public record, two sets of curve data should be shown (for the parts of the curve on either side of the line) rather than just one that is continuous through the located line. When a right-of-way curve continues onto the next plat sheet, each plat shall show the curve data that is specific to that sheet rather than showing the curve data for the entire curve. Do not place right-of-way line angle points on or near intersecting property lines that have not been located by acceptable survey practices or have not been retraced in the field by department surveyors, because the angle point may be misinterpreted by others to be on the intersecting property line. If angle points in the right-of-way must be located near intersecting property lines, add a note to the face of the plat indicating that the angle point is not at the intersection of the property line and the right-of-way line.

The location of the highway reference line shall be indicated by bearing and distance from the nearest corners of the quarter section, recorded private claim, or federal reservation in which the transportation project plat is located. The distance and bearing between the reference line and the ends of the right-of-way boundary lines shall be shown. If one or both ends of the right-of-way boundary line(s) on the plat intersect with a section line, quarter-section line, sixteenth line, or property line, etc., the location of each shall be shown without showing the placement of a physical monument. Placing monuments on section lines, quarter-section lines, sixteenth lines, property lines, etc. should be avoided unless their exact location has been determined.

Where a PLSS line (section line or quarter-section line) lies on or near the reference line, the relationship between the lines shall be clearly shown. Use a detail of the area if necessary. Show reference line stations of intersecting section lines, public highways, railroads, side roads, etc. Distances and bearings shall be shown as close to the line segment as possible, keeping in mind that the readability of the data is extremely important.

Show reference line alignment curve data by including the P.I. station, Wisconsin County Coordinate System coordinates, delta angle (Δ), tangent length (T), length of curve (L), the radius (R), and the degree of curve (D) of the reference line alignment. When a reference line curve continues onto the next plat sheet, show the curve data for the entire reference line curve on both sheets.

In interchange areas show only reference lines that are used to define the right-of-way. Showing proposed roadway, tapers, median openings, or minor stream crossings is not recommended.

Use dashed lines to show limits of existing highway right-of-way. Show new highway right-of-way with a solid line. If an existing highway easement is to be converted to fee, show it as a solid line.

Show the exact station of intersections of the department right-of-way line with section lines and quarter-section lines when these lines have been located as stated above.

1.2.15 Basis of Existing Highway Right-of-Way

A historical reference to the existing highway shall be shown on the plat. This information will include such items

as how the highway was previously established, e.g., highway project, CSM, road record, road dedication, etc. Other applicable information would be the date the highway was established, width of right-of-way, and recording information of legal documents, which established the highway. This information may be shown either in a table or in the notes. This information is a very important reference for the reestablishment of existing highway corridors.

1.2.16 Monumentation

The monumentation of department lands is required to preserve the location of highway boundaries for future use by the department and others. Since physical monuments identify the area of acquisition and are easily understood by the property owner, placed and identifiable monuments are very important to the acquisition process. Existing monuments that are found shall be shown on the plat and labeled by the size and kind of the monument (e.g., 1" IP). Monuments set for new right-of-way will usually be department Type 2 monuments¹ and shall be identified by size and kind. Non-monumented and computed right-of-way points should also be indicated on the plat. Right-of-way monuments may be identified on a separate table or as part of another table, if space allows.

In order to identify the size and kind of new right-of-way monuments on the transportation project plat, use a statement similar to those found under "Notes" in the "Title Sheet" section and place the appropriate size and kind of monument in the note on each plat sheet. The primary method for monumentation of land to be acquired is for the monuments to be set prior to the completion of the project. Show in the legend a symbol for the kind of monument set.

Chapter 9 contains department policy and information on right-of-way monumentation. See [FDM 9-5-5](#), Policies, Right-of-Way Monumentation, for the policy; [FDM 9-25-6](#), Right-of-Way Monumentation, for instructions on monument setting; and [FDM 9-25-10](#), Engineering Survey Monuments, for the various monument types.

1.2.17 Boundary Point Labels

Boundary point labels are essential if tabular data are shown on the plat. The labels become the identifiers of boundary points and can be used in conjunction with course tables and/or station and offset tables. The labels are used as a way of clearly showing the relationship of the items in the table with their location on the plat. A boundary point label, corresponding to each right-of-way monument, shall be shown on the plat near the right-of-way point. The boundary point labels, which define line segments, should be numbered and the bearings and distances of each line segment shown.

1.2.18 Bearings and Distances

Show sufficient bearings and distances of the proposed and existing right-of-way lines that remain, to provide a closed metes and bounds description of the Department's boundary lines. Show adequate bearings and distances from the proposed alignment and/or right-of-way to recovered Public Land Survey System (PLSS) corners in order to reestablish the department's boundary lines anytime in the future. Bearings and distances shall be shown as close to the line segment as possible. To reduce clutter a "course table" may be utilized (see [Figure 1.6](#)).

Distances should begin and end at intersections with located PLSS lines, angle points, and the beginning and ending of curves. Distances and bearings may be shown to a subsequent point on an adjacent plat but also need to be shown to end at the same government line (section line, quarter-section line, etc.) or property line at which the plat ends. Distances and bearings to intersecting lines of a survey of public record that has been located in the field by department surveyors is acceptable when the use of this information would simplify legal descriptions of the acquisition. A "survey of public record" is defined in [FDM 9-5-1](#) as a survey recorded or referred to in the official records of a governmental body, including, but not restricted to, the State Commissioners of Public Land, the county office of the register of deeds, the county clerk, or the county surveyor.

All of the distances shown on the plat shall be ground distances. When distances are taken from a certified survey map, subdivision plat, transportation project plat, or legal description to show existing boundaries, the distances "as recorded" on the document shall be indicated in parentheses and a suitable notation shall be used in the conventional signs and abbreviations table. This use of the parenthesis symbol is to show which information has been taken from recorded documents.

1.2.19 Course Table

To alleviate clutter and ensure that necessary information is not obscured, a "course table" may be utilized. End points that define line segments should be labeled using boundary point labels and the bearings and distances of each line segment should be shown as in [Figure 1.6](#).

¹ Type 2 monuments are defined in FDM 9-25-10. Type 1 monuments may be used in lieu of Type 2 monuments.

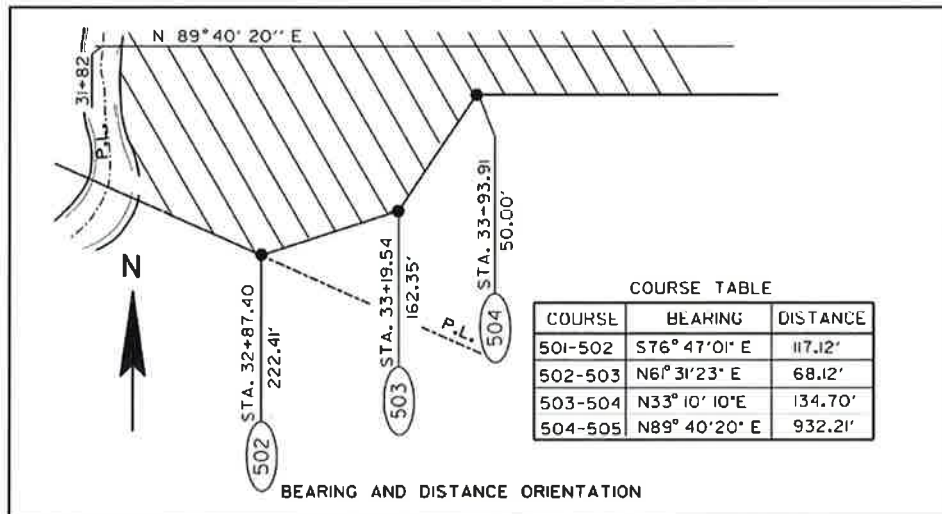


Figure 1.6 Course Table

1.2.20 Parcel Information (See Figure 1.7 and Figure 1.8)

Show property lines, parcel numbers, and enough other pertinent information to identify parcels of land and to provide a basis for appraising the impact of the new facility on involved properties.

In platted areas, show only the lots that are pertinent to the right-of-way plat; in most cases the abutting lots only. Other data such as exterior boundaries may be included for appraisal or identification purposes.

Show recorded names of subdivisions, block numbers, platted lots, and out lots, as well as certified survey map numbers, volumes, and pages or document numbers. When designating PLEs and TLEs, indicate the purpose of each easement (e.g., erosion control, drainage, driveway, etc).

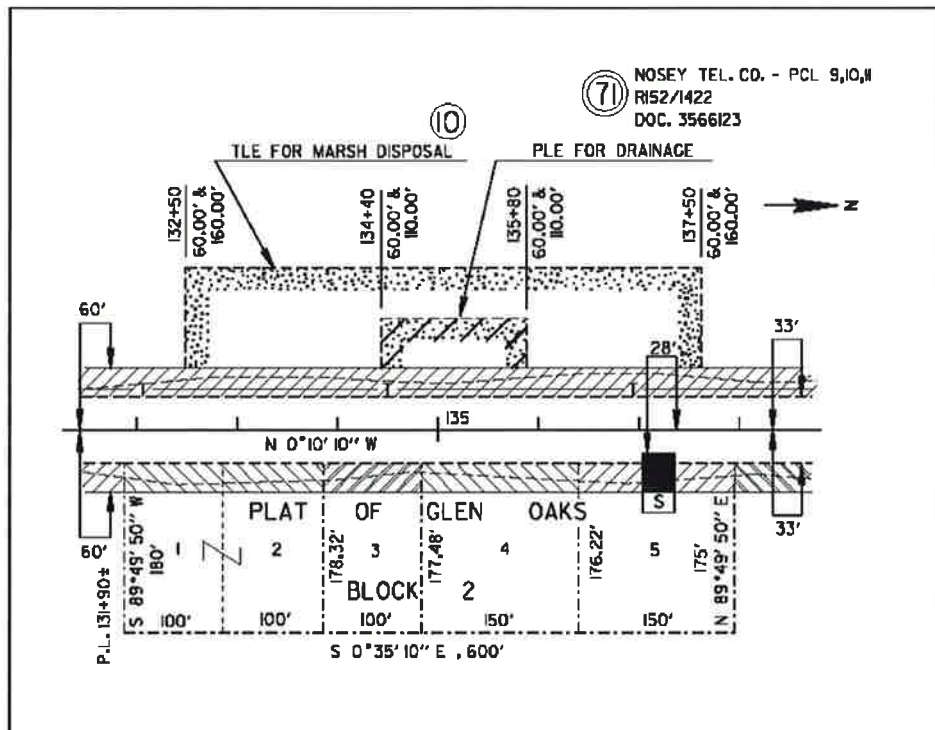


Figure 1.7 Subdivision & Utility Interest Example

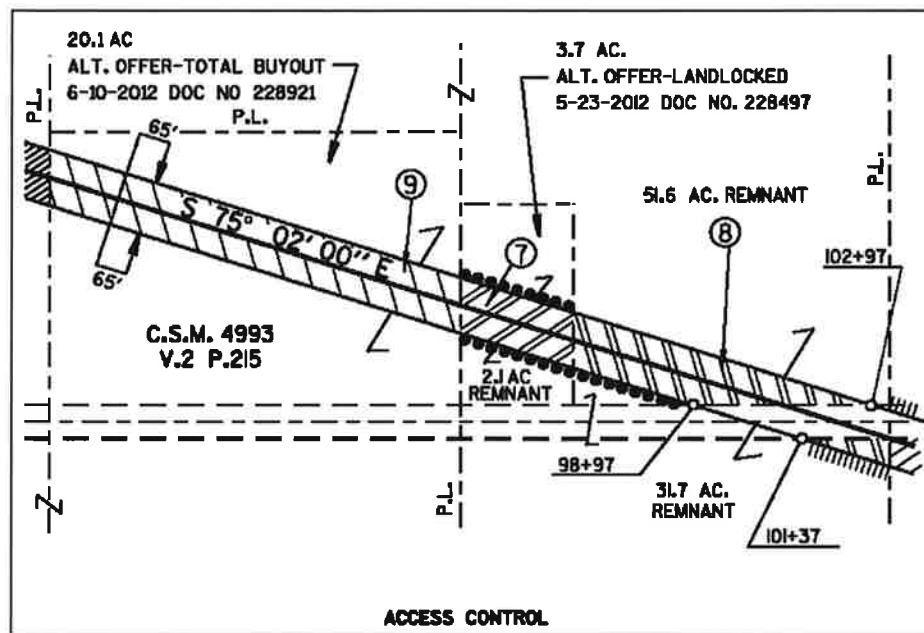


Figure 1.8 Access Control Example

Structures located within 100 feet of the proposed right-of-way line, or those affected by local zoning ordinance setback, shall be dimensioned to reflect the distance to the new right-of-way line. If a cluster of buildings on one parcel is within 100 feet of the proposed right-of-way line, show a dimension for the structure closest to the proposed right-of-way line and the dimension to the residence or principal structure.

Parcel numbers shall be sequential but not necessarily consecutive. When more than one transportation project plat is developed within an improvement project, the parcel numbers for each transportation project plat shall be arranged so the parcel numbers are sequential through the entire improvement project. When a parcel is deleted from a project, do not use the number again. Parcel numbers shall increase within an improvement project in the same direction as the improvement project stationing increases.

Since each transportation project plat is a separate document, the areas shown on a plat shall refer only to the parcels shown on that plat. Each transportation project plat will show the areas to be acquired for the parcels on that plat only.

Plats are to end on a government line (section line, quarter-section line, etc.) or property line, preferably in that order of importance. Acquisition areas shall be calculated to the limits of the transportation project plat. The deed will reference all the transportation project plats on which a parcel appears. If the TPP parallels a county line and rights or interests are acquired in two or more counties, a separate TPP with a correct legal description needs to be filed in each appropriate county.

It is optional to leave every fifth parcel number open for better Schedule of Lands & Interests legibility, and to allow for additional parcels if design changes dictate.

Do not use alphabetical suffixes for parcel numbers. If a property owner owns two geographically separated properties, the decision as to when it is necessary to use one or two parcel numbers should be directed to the region real estate supervisor.

Parcel numbers shall be shown at a location near or within the area to be acquired. If the parcel number will not fit within the parcel, then a leader line from the parcel number to the parcel to be acquired will be shown. It is very important to clearly depict what parcel is being acquired because there will not be a metes and bounds description for each parcel. Confusion as to the identity of each individual parcel could lead to adverse impacts on the department and the abutting owner of record.

Hatching shall be used to delineate new areas of acquisition. It is important to use distinctive hatching for every parcel to be acquired. On large parcels, this hatching need not cover the entire acquisition; however, the intent should be clear as to the limits of the acquisition.

Hatching shall not be used within the existing highway right-of-way. This is because state and local jurisdictions are assumed to have the necessary rights to operate, maintain and reconstruct highway facilities within the existing highway right-of-way limits. Areas of existing right-of-way that are to be acquired from the property owners shall not be shown as hatched areas in the detail portion of the plat and will only be identified by area in the Schedule of Lands and Interests.

Parcels that are landlocked shall be labeled as such.

1.2.21 Schedule of Lands & Interests

The Schedule of Lands & Interests is the location on a plat where all the information for each parcel is shown. [Attachment 1.1](#) shows an example of a layout for the Schedule of Lands & Interests. The following items should be presented in the order listed:

1. Parcel Number.
2. Names of owners as shown on the deed of record at the time the plat was filed with the Register of Deeds. If there is a land contract, show the vendor and vendee.
3. Right, title, or interest in land to be acquired (fee, highway easements, access rights, permanent limited easement, and temporary limited easement).
4. Acres or square feet of the parcel to be acquired: subdivided into new, existing (department owned or by easement), and total acres or square feet required.
5. Acres or square feet of easements, both temporary and permanent, if required.

Because owners may change after the plat has been filed, show the following disclaimer note in the Schedule of Lands & Interests:

Owner's names are shown for reference purposes only and are subject to change prior to the transfer of land interests to the department.

A separate Utility Schedule shall also be shown on the plat if a release of rights, conveyance of rights, etc. is being acquired from a utility company. See Attachment 1. The utility schedule shall be titled Utility Interest Required and include the following items;

1. Utility Number
2. The name of the Utility Company at the time the plat is being filed with the Register of Deed's
3. Interest Acquired.

1.2.22 Off-Premise Signs

Off-premise signs are signs that do not qualify as on-premise signs under Wis. Stat. 84.30 (<https://docs.legis.wisconsin.gov/statutes/statutes/84/30>). To qualify as an on-premise sign the sign must be located within 50 feet of the buildings, parking area or driveway serving that property and only advertise goods and services produced or sold on the site. On premise signs are considered fixtures on the real estate on which they stand and generally are acquired as part of the acquisition of the real estate on which they stand or are relocated on the same site prior to WisDOT's acquisition of the underlying real estate. Usually, relocation is accomplished by agreement.

Any sign not qualifying as an on-premise sign must be permitted as an off-property sign or be old enough to qualify for grandfathered or nonconforming status. Off-premise signs often are owned by a sign company and are located on a leased site or easement. The sign's site constitutes real property and therefore must be identified on the plat. The sign is a structure on that property. The sign site is part of the parcel on which the sign is located. The schedule of lands and interests required for a parcel that includes a sign site shall identify all of the property owners including anyone with an interest in the sign site or structure.

WisDOT does not always know what contractual agreement exists between a sign owner and the landowner on whose property the sign exists. Real estate should provide guidance to the plat preparer as to the extent of the sign owner's interests in real estate, if that can be determined. Where contiguous parcels are shown on a plat, and real estate is unable to determine the extent of the land interest held by the sign owner, both the sign owner and the landowner should be named on the schedule of lands and interests on all contiguous parcels (even if on multiple sheets). Where a lease, easement, or other contract provides definition as to the extent of the sign owner's interest in the lands, the sign owner need only be named as a party of interest on the parcels in which the sign owner holds an interest. It is important to keep in mind that a sign owner may own an interest in lands being acquired even in situations where a taking will not impact the sign structure; a lease or easement, for example, may grant the sign owner rights in an entire 40 acre parcel rather than just the specific area where the sign exists. If it is determined that a sign owner does own an interest in the land and the associated off premise sign does not fall within the platting limits, a sign structure identifier (detailed below), shall be shown in the detail area of the plat with a leader line pointing in the general direction of the off premise sign. In this situation, as stated above, the sign owner and the property owner's names shall be included in the schedule of lands and interests. In addition, the sign number shall be included in the schedule of sign structures along with both the sign owner and the property owner's names.

When there is an off-premise sign on land to be acquired, the sign structure shall be shown on the plat. The sign structure shall be assigned a number, which is placed in a hexagon adjacent to the sign. The sign structure number is a two-part number; the first part indicating the number of the land parcel upon which the sign structure is located and the second part of the number being a sequential number. The first sign structure on a property is designated "1"; the second sign structure would be designated "2," etc. A typical sign structure

number is "23-2," indicating the sign structure is located on parcel 23 and there are at least two off-premise sign structures on that parcel.

A schedule of sign structures ownership table shall be placed on each plat that has an off-premise sign. The table shall consist of three columns:

- the first column listing the sign numbers
- the second column listing anyone with an interest in the sign site or structure
- and the third column showing the OASIS (Outdoor Advertising Sign Inventory System) number.

See [Attachment 1.1](#) for an example of a plat that includes a sign site for an off-premise sign structure and a schedule of sign structures.

1.2.23 Stations and Offsets

Stations and offsets shall be used on the plat to show the relationship between the reference or centerline, and the right-of-way lines. The use of stations and offsets is not a substitute for distances and bearings along both the reference line and the right-of-way line. Stations and offsets can aid in the laying out of the right-of-way and providing information on the width of the right-of-way at the locations noted on the plat. The stations and offsets may be shown at the specific locations on the plat or in a table if the area is cluttered.

1.2.24 Access Control

The access restricted by acquisition symbol "|||||" is used when the right of access along existing highways is to be acquired in accordance with s. 84.09 stats. Generally, highways other than freeways or expressways on new alignment must have access rights purchased; but this should be verified by the region's Access Management Coordinator. If access rights are being acquired, show the symbol across the entire frontage of the parcel that is being acquired. Do not leave a gap to indicate a driveway that is being allowed to stay. The reader should go to the deed to determine what the access restrictions are on the parcel. If you have a large frontage and access rights that are only being acquired on a portion of that frontage, show the symbol along only the frontage that is being acquired. For example, if a parcel has 1000 feet of frontage and access rights are being acquired on the westerly 300 feet of that frontage, show the symbol only on the westerly 300 feet of the frontage.

A second no access control symbol ("●●●●●●") is used to show access control in accordance with s. 84.295 stats., without compensation (specifically for access rights) to the abutting owner. This applies only to s.84.295 designated expressways and freeways on new alignment. It is important to note that there is a legal process in s.84.295 that must be followed to designate a freeway or expressway. Not all highways that are built to freeway or expressway standards are designated.

At intersections of an 84.295 designated expressway or freeway on new location with existing highways, use the acquisition symbol associated with access control in accordance with s. 84.09 when the right-of-way line is more nearly parallel with the existing highway and beyond the relocated highway (including its ramps and tapers). See [Attachment 1.4](#).

A third access control symbol ("◆◆◆◆◆◆") is to be used to designate access control in accordance with a previous restriction (previous project control, s.84.25 controls, certified survey map, subdivision, covenants, deeds, condominium plats, etc.). Refer to the deed for more information regarding existing access control restrictions.

A fourth no access control symbol ("▲▲▲▲▲▲") is used to show access control on new highways where no highway existed previously. This determination is in accordance with court decisions and is not controlled by statute. The Department does not have to acquire access rights for this type of access control and it can be applied to any state trunk highway on new relocation. One word of caution, a property cannot be landlocked without acquiring access rights. Do not put triangles on a property if it does not have alternative access. If alternative access is provided, a property is not landlocked.

Place these symbols across the frontage of the property. Intermittent spacing between groups of symbols is acceptable (●●●●● , or ◆◆◆◆◆◆) if it makes the TPP easier to read. Reference the previous project(s), or documents, on the plat where the original access control was established (see [Attachment 1.1](#)). This alerts the reader that access restrictions exist and refers them to the source document for more information. Whenever new or existing access control is shown on a TPP a note shall be included stating "For current access/driveway information, contact the Wisconsin Department of Transportation region office in (City)."

1.2.25 Trans 233 Information

Administrative Rule Trans 233, which relates to the division of land abutting a state trunk highway, places certain highway-related restrictions on land divisions. These restrictions could include access controls, vision corners, and highway setbacks. These restrictions can affect a highway improvement project. The plat shall reference the source document volume and page, document number, etc. and the recording date. Do not indicate what the access restrictions are or whether any access points are allowed. The TPP will indicate there

are restrictions but does not attempt to interpret them.

The statement "Trans 233 Restrictions Apply" shall be noted on the transportation project plat below the CSM number, subdivision name, condominium plat, warranty deed, etc. when applicable. This will indicate to the user that the source document and any subsequent revisions may need to be researched for additional information not shown on the plat.

1.2.26 Compensable Utilities

Revise 12-10-1.2.26 (Compensable Utilities) to update how compensable utility facilities and lines are shown on transportation project plats.

Some utilities that are required to be relocated because of a transportation improvement project are classified as compensable utilities. These compensable utilities have some land right that is being acquired, or they have a right to compensation by statute. Show the entire utility on the plat, when it's compensable or when any part of the facility is compensable. **Solid symbols shall be used for compensable utility facilities. Line styles shall be the same for both compensable and non-compensable utility facilities.** The compensable utility company will be shown in a separate utility schedule and given a utility number. Municipal utilities such as sewer and water do not need to be shown on the transportation project plat unless a portion of that utility is compensable.

It is not unusual for the cost of compensable utility relocations to exceed the cost of right-of-way acquisition. It is a good idea to consult with the region utility coordinator regarding compensable utility facilities.

There are three types of compensable utilities:

1. **Utility easements or utility facilities on private lands.** Utility easements on lands that are being acquired must be extinguished, even if the easement is unoccupied. Utility facilities on lands being acquired are eligible for compensation, even if there is not a recorded utility easement. Utilities can obtain prescriptive rights if they occupy private lands uncontested for 10 years. (s. 893.28(2) stats.)
2. **Conveyance of rights obtained on an earlier project.** Utility facilities may be compensable because of a conveyance of rights obtained on an earlier project. Since about 1962 WisDOT has been obtaining a conveyance of rights document from utilities when there are utility facilities on private lands being acquired for a highway project. The conveyance of rights document gives the state all rights, title and interest; however, the utility retains the right to future compensation for relocations caused by a highway project. This results in utility facilities inside "existing" highway right-of-way being eligible for compensation. The conveyances of rights documents are recorded at the office of the register of deeds and should show up in a title search. The conveyance of rights document only covers the area acquired at the time the conveyance document was signed. It does not cover all of the prior existing right-of-way. The limit of the area covered by a conveyance of rights document can be obtained from the right-of-way plat associated with the conveyance of rights document.
3. **Municipally owned utility relocations on a freeway project.** Wis. Stat. s. 84.295(4m) requires the department to pay for 90% of municipally owned utility relocations on any freeway projects undertaken by the department under s. 84.295 stats. Not all roadways designed to freeway standards are designated as freeways under s. 84.295 stats. The highway must be designated as a freeway under s. 84.295 stats. in order for municipally owned utility facilities to qualify for compensation.

The two types of acquisition documents used are a quitclaim deed and a conveyance of rights document. Each type is used in specific circumstances. "Release of rights" is used on a TPP or traditional plat to describe a generic acquisition of interest from a utility when the specific type of acquisition has not yet been determined.

1.2.27 Utility and Railroad Company Interests

When utility or railroad company land interests that do not necessitate any compensable work are to be acquired or a license agreement obtained, the project I.D. number for these interests would be the same as that for the non-utility or non-railroad parcels on the same right-of-way plat. When utility or railroad company land interests that require compensable work are to be acquired, a separate I.D. number should be assigned to each utility or railroad company interest.

The utility coordinator will work with the plat preparer/designer to properly identify the utility and interests and the compensable utilities on the TPP (see [Figure 1.7](#) for an example of how to show utility interest). Utility numbers shall be shown on the TPP using a double circle as an identifier.

The necessary land interests for construction of a highway across railroad lands are usually obtained with a highway easement. The easement width should be sufficient for all proposed construction operations and future maintenance. Show all existing tracks. Indicate the railroad centerline and give its bearing or angle of intersection with the roadway along with the stationing for the point of intersection with the highway (see [Figure 1.9](#)). The description of an easement over railroad property will be written as a lot and block description as described in s. 84.095 stats.

After a railroad interest has been acquired, its number should not be reused as changes to this roadway occur.

It must be given a new interest number in new projects.

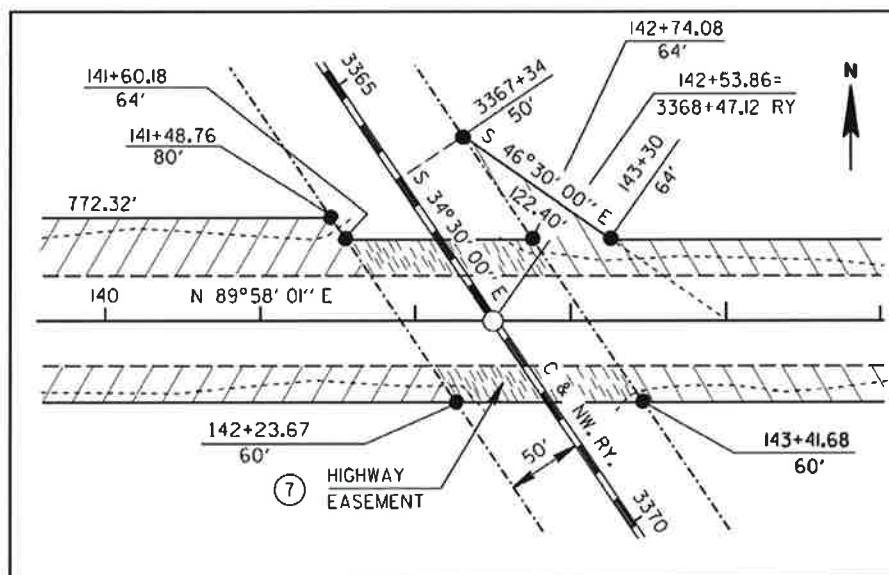


Figure 1.9 Railroad Parcel Example

1.2.28 Vacated Roadway

Since the department can vacate only state trunk highways by its own action, the resolution, ordinance, or other legal device used by a local government unit to accomplish the vacation should be shown. If vacated prior to approval of the original relocation order by the department, it can be indicated by a note such as:

Vacate – City of Egg Harbor Resolution file No. 63-2866-B, June 2, 1994.

If the right-of-way to the road, street, or alley is to be vacated sometime in the future and has not been vacated by the department, it should be shown as:

TO BE CLOSED

1.2.29 Documentation of Remnants

A remnant is a portion or all of a property remaining after a partial acquisition, which is of such impaired utility that it becomes uneconomic or undesirable for the owner to retain. See Real Estate Program Manual 3.3.1.1:

<http://wisconsindot.gov/dtsdManuals/re/repmchap3/3-3-alternate-offers-and-changes.pdf>

Under state law WisDOT must offer to purchase uneconomic remnants. See Wis. Statutes 32.05(3m):

<https://docs.legis.wisconsin.gov/statutes/statutes/32/1/05>

Neither the acquisition nor sale of remnants are reflected on the *recorded* version of a project TPP. It is necessary, however, that record of these transactions are preserved internally on a permanent, non-recorded version of the TPP.

Following both acquisition and sale of remnant parcels, the region real estate unit will provide the plat unit with a marked up copy of the TPP illustrating the boundaries of the remnant along with a copy of the conveyance documenting the transaction. The plat unit will then create a composite version of the project TPP, such as an Adobe pdf document, reflecting this transaction. A notation shall be made prominently indicating that this is an internal non-recorded copy of the TPP and that the original is found at the Register of Deeds office. Acquired remnants will be easily identified by unique boundaries or hatching, including the term "Remnant" along with parcel size (see [Figure 1.8](#)). Recording data will also be shown for remnants sold (see [Figure 1.10](#)).

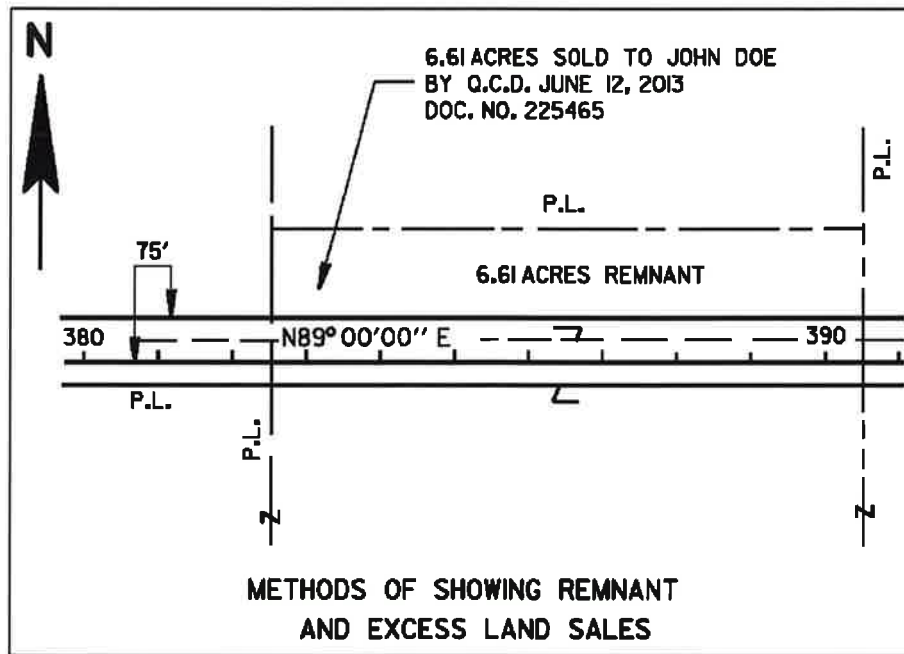


Figure 1.10 Remnant and Excess Land Sale Example

Once the composite version or pdf document is completed, it shall be placed on the appropriate drive under the project Real Estate ID so that it can be uploaded for use in DOTView. It is also good practice to include any relevant surveys.

1.3 Title Sheet

If a stand-alone TPP sheet becomes too crowded to read, consider dividing the information between a detail sheet(s) and a title sheet.

A title sheet will contain all of the general information applicable to all the TPP detail sheets it covers. Highway easement, temporary limited easement and permanent limited easement notes, however, shall be shown on the title sheet if any of these interests is acquired from any parcel in the project. The title sheet will not be numbered as all other sheets in the project, except that it will show the project number in the title. When a title sheet is used for a project, it will be filed with the first TPP detail sheet submitted for the project. This may or may not be sheet 4.01. The title sheet shall also show that it is sheet 2 of 2 with the accompanying TPP detail sheet being sheet 1 of 2. In the event a project is located in two different counties, each county will receive a title sheet, which will be submitted with the first detail sheet for that specific county.

The following information shall be shown on a title sheet if a title sheet is used. Otherwise it shall be shown on a stand-alone TPP sheet.

1.3.1 Project Title

Urban project titles typically give the name of the road being improved (e.g., West Brown Deer Road) along with the town, village, or city name when applicable; followed by a subtitle that defines the general limits of the work (e.g., N. 92nd Street-N. 68th Street).

Rural project titles typically identify the project location by giving its termini (at or beyond the construction limits) using the names of municipalities, highways, rivers, county lines, etc. (e.g., Cedarburg-Grafton Road, South County Line-S.T.H. 76 Road).

1.3.2 State Map

Showing the state map and indicating the county in which the project is located by shading is optional.

Exception: The state map shall be omitted when a stand-alone TPP sheet is used.

1.3.3 Location Sketch

A location sketch shall appear on the title sheet as well as on the detail sheet(s). See text under "Detail Sheet" for guidance and an example. On the title sheet add a North arrow and graphic scale directly beneath the sketch.

1.3.4 Symbols or Conventional Signs and Abbreviations Table

Symbols or conventional signs and abbreviations used within the project should be shown in a table. A basic

symbol and abbreviation table is built into the CADDs cell file for a title sheet. If other symbols or abbreviations are needed, see [FDM 15-5-25](#) and [FDM 15-5-30](#).

1.3.5 Notes

Notes shall be added to the plat to explain the information shown on the plat. They shall be placed on the plat, when applicable, and pertain to the rights and interests of the landowners. Notes must be clear and should be used only when additional information is necessary to document the intent of the plat. Unnecessary notes add clutter and may take away from the readability of the plat. The following notes shall be shown on the plat:

- *Positions shown on this plat are Wisconsin Coordinate Reference System Coordinates (WISCRS), (County name) County, NAD 83 (year) in US Survey Feet. Values shown are grid coordinates, grid bearings, and grid distances. Grid distances may be used as ground distances.*
- *Right-of-way boundaries are defined with courses of the perimeter of the highway lands referenced to the U.S. Public Land Survey System or other Surveys of Public Record.*
- *Dimensioning for the new right-of-way is measured along and perpendicular to new reference lines.*
- *Property lines shown on this plat are drawn from data derived from maps and documents of public record and/or existing occupational lines. Excluding right-of-way lines, this plat may not be a true representation of existing property lines, and should not be used as a substitute for an accurate field survey.*

The following notes shall be shown on the plat, if applicable:

- *A Temporary Limited Easement (TLE) is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable. All TLEs expire at the completion of the construction project for which this instrument is given.*
- *A Permanent Limited Easement (PLE) is a right for construction and maintenance purposes, as defined herein, including the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities.*
- *A Highway Easement (HE) is an easement for highway purposes, as long as so used, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable.*
- *For current access/driveway information, contact the Wisconsin Department of Transportation region office in (City).*

Use a note similar to the following to identify the type of monumentation used.

- *Right-of-way monuments are Type 2 monuments (typically ¾" x 24" rebar) and will be placed prior to the completion of the project.*
- or
- *Right-of-way monuments are Type 2 monuments (typically 1" x 24" iron pipe) and will be placed prior to the completion of the project.*

1.4 Quality Control and Closure Sheet

After the TPP is complete, another qualified person, somewhat unfamiliar with the project, should be asked to review the plat for accuracy.

The regions will be required to submit to the Surveying & Mapping Section, a closure report of the exterior right-of-way boundaries for each transportation project plat to be filed. Consultants shall provide this closure report to the region for any transportation project plat they submit for final review. One example of a closure report would be a COGO printout from Civil 3D ([Attachment 1.6](#)). The closure report shall include the project I.D. and sheet number, the highway number, the county the project is located in, and the date the closure is computed. It shall also show a bearing and distance from a section corner or quarter corner to the point of beginning on the right-of-way. It shall also show corresponding point numbers and coordinate values for each angle point shown on the right-of-way and the bearings and distances between each set of ensuing points along the exterior right-of-way boundary until the traverse returns to the point of beginning. This will ensure that the exterior boundaries of the right-of-way contain no errors. Finally, the closure report shall also show the closing distance and direction along with the precision ratio. Surveying & Mapping Section will make other spot checks on the TPP including, but not limited to, the legal description, appropriate signatures and dates, location sketch, notes, etc.

Once the recordable TPP process is fully implemented, numerous plats will be processed through the Surveying & Mapping Section, and quality control checks will be minimal. In order to identify possible problem areas in the development of the transportation project plat process, the regions will document justifications for amendments and affidavits of correction. There may also be periodic visits from the Surveying & Mapping Section to each of the regions to help identify possible areas of improvement. Quality control at the regions, prior to recording, is the most effective way of assuring that a transportation project plat is prepared correctly.

1.5 Local Review

No state agency, city, village, town, or county may require the review or approval of a transportation project plat as a condition of filing or recording the plat if the plat is prepared in accordance with s. 84.095 stats.

LIST OF ATTACHMENTS

Attachment 1.1	Transportation Project Plat Example
Attachment 1.2	U.S. Public Land Survey System Information
Attachment 1.3	Right-of-Way Example
Attachment 1.4	Access Control at Intersections on New Relocation
Attachment 1.5	Sample TPP Detail Sheet and Title Sheet
Attachment 1.6	Sample Transportation Project Plat Closure Sheet

FDM 12-10-3 Using a Transportation Project Plat to Establish Existing Right-of-Way December 18, 2015

A transportation project plat (TPP) may be used to establish and delineate existing highway right-of-way. One of the primary reasons the Department began recording Transportation Project Plats (TPPs) at the county register of deeds office was to make highway right-of-way information more accessible to the public. This information is then available to surveyors, tax listers, homeowners, real estate agents, title companies, etc. and also better aligns our land records with other existing land records. In many cases, creating a TPP to show our existing highway right-of-way can be a fairly efficient process as the right-of-way boundaries may have been determined through the design process and with minimal effort this information can be preserved indefinitely by recording a TPP.

This type of plat may be either a series of stand-alone plats created solely to establish and delineate existing highway right-of-way or may be any number of plats incorporated into a current highway improvement project where other TPPs are being used to acquire interests for that project ([Attachment 3.1](#)). A plat that is being incorporated within a highway improvement project would be used to fill in gap areas within that project or to extend the project in order to establish and delineate the right-of-way as owned by the Department. The stand-alone project plats would be used to establish and delineate right-of-way boundaries in areas where the right-of-way is vague or unknown.

Both of these types of plats will look similar to a transportation project plat, however, the main difference between these plats and a regular TPP is that there will be no acquisition of rights or interests for the highway improvement project shown. These types of plats will also be in compliance with Wis. Statute 84.095. There are some differences between the plats that are incorporated into an existing highway project and the stand-alone plats that delineate existing highway right-of-way. Those differences are as follows:

3.1 Requirements for Stand-Alone Plats Delineating Existing Highway Right-of-Way:

- Plats in a stand-alone project will not show a relocation order. Instead, a statement shall be placed on the stand-alone plats, which indicates the Department is creating the plat in order to establish and delineate their right-of-way. This statement shall be placed under the location description, which is normally in the upper right of the plat. That statement shall read: *The State of Wisconsin has deemed it necessary to monument right-of-way interests previously acquired under sections 82.01, 82.31(1), 82.31(2), and 84.09 of the Wisconsin State Statutes and does hereby certify the Department of Transportation has surveyed the highway right-of-way; that this plat is a true and correct representation of the exterior boundaries of the land surveyed and shows accurate measurements thereof.*
- There will be no schedule of lands and interests shown on a stand-alone project plat. Since there is no acquisition on these types of plats, it is not necessary to document the lands needed for the project.
- Plats in a stand-alone project shall make reference to a previous project, if one exists, that established the current right-of-way limits. This information shall be shown in a Basis of Existing Right-of-Way Table. This table shall also include the highway name, the original highway project number and year, and also the recording information for the original acquisition of the right-of-way for the highway.
- Plats in a stand-alone project will list in the location description all of the forty's in which the highway is located. CSM information will not be included in the location description.

- Stand-alone project plats will not show existing utility or access information. Since this information is always subject to change the following two notes should be added to the general notes:
 - For current access/driveway information contact the Wisconsin Department of Transportation regional office in ___(city)___.
 - Utility information is not shown on this plat.

3.2 Requirements for Plats Incorporated into an Existing Highway Project:

Plats being incorporated into a highway improvement project where there are no rights or interests required shall not show a relocation order. Instead, a statement shall be placed on the plats which indicates the Department is creating the plat in order to establish and delineate the right-of-way. The following statement shall be placed under the location description, which is normally in the upper right of the plat.

The State of Wisconsin has deemed it necessary to monument right-of-way interests previously acquired under sections 82.01, 82.31(1), 82.31(2), and 84.09 of the Wisconsin State Statutes and does hereby certify the Department of Transportation has surveyed the highway right-of-way; that this plat is a true and correct representation of the exterior boundaries of the land surveyed and shows accurate measurements thereof.

In the event the plat is amended to require any rights or interests, the plat shall then show a relocation order.

- Plats incorporated into an existing highway project do not need to include a schedule of lands and interests table. If it is determined after recording that acquisition is needed in this area of the project, the amendment will include a schedule showing the interests acquired.
- Plats incorporated into an existing highway project shall make reference to a previous project, if one exists, that established the current right-of-way limits. This information may be shown in the notes or in a table. It is recommended that a Basis of Existing Right-of-Way table be shown to include the highway name, the original highway project number and year, and also the recording information for the original acquisition of the right-of-way for the highway.
- Plats incorporated into a highway project will list in the location description all of the forty's in which the highway is located. CSM information will not be included in the location description.

LIST OF ATTACHMENTS

[Attachment 3.1](#) TPP R/W Delineation Plat – Stand Alone Project

[Attachment 3.2](#) Checklist for TPP R/W Delineation Plat (Monumentation Plat)

FDM 12-10-5 Transportation Project Plat Checklist

March 27, 2008

The information on the transportation project plat should be presented in a consistent manner. This will aid the surveyor, description writer, appraiser, negotiator, property owners, and others as they use the plat. [Attachment 5.1](#), Transportation Project Plat Checklist, is intended to aid the plat preparer with this consistency during the different phases of plat development. The checklist will not cover all situations. It will act as a general guideline for most transportation project plats. The checklist should be marked as the plat work progresses. It should be kept with the master plat on which all suggested revisions are noted.

The checklist is divided into three sections: title sheet, detail sheet and additional submittal requirements. If a stand-alone transportation project plat is prepared then the information on the detail sheet and title sheet will be combined into the single sheet, unless otherwise stated. The additional submittal requirements section lists the documents and electronic files that are prepared in conjunction with a transportation project plat.

LIST OF ATTACHMENTS

[Attachment 5.1](#) Transportation Project Plat Checklist

FDM 12-10-10 Filing/Recording

February 28, 2007

10.1 Filing the Plat

Once the plat is complete and the approval signatures are in place, the transportation project plat with the original signatures will be sent to the Surveying & Mapping Section, 3502 Kinsman Blvd, Madison, WI 53704 as a pdf file.

The original TPP will then be reproduced on permanent material acceptable to the Register of Deeds. Once this process is completed, the TPP copy will be sent to the appropriate county Register of Deeds office. Within three days of the arrival of the TPP copy at the Register of Deeds office, the Register of Deeds is required to file the image, photocopy the register of deeds signature block which contains the filing information, and then fax the filing information to the appropriate region. Once the recording information is received in the region it should be placed on the electronic version of the plat.

FDM 12-10-15 Amendments, Corrections, and Vacations

June 14, 2012

15.1 Introduction

While every effort should be made to file a transportation project plat (TPP) only once, there are occasions when it becomes necessary to file an amendment plat. Once the original TPP is filed in the office of the register of deeds, there are two methods of modifying it. The first method is to file an amendment plat and the second is to file an affidavit of correction.

15.2 Amendment Plat

An amendment plat is filed when the size, shape, interest of a parcel, permanent easement or temporary easement is altered. An error on the original plat pertaining to the acquisition interests or rights of a parcel would also require the filing of an amended plat. Since the relocation order is the justification for acquiring interests, an amendment plat with a new relocation order needs to be filed with the county office of the register of deeds before the interest can be acquired. Examples of changes that would cause an amendment plat to be filed would include:

- Change in right-of-way acquired
- Change in permanent or temporary easement acquired
- Change in interest
- Change in access rights being acquired
- Change in the parcel numbering
- Change in the area of the parcel
- Incorrect acreage or interest listed in the schedule of lands and interests on the original plat.

An amendment plat will be made on the same size sheet as the original transportation project plat. Each amendment transportation project plat will have a unique name based on the name of the original plat plus an amendment number.

The title shall read:

TRANSPORTATION PROJECT PLAT (Project Number) - (Sheet Number) AMENDMENT NO: __
AMENDS PARCEL NO: ____ OF TRANSPORTATION PROJECT PLAT ____ - ____ -4. __
RECORDED AS DOCUMENT NO: _____

This wording shall be printed on the plat in prominent letters with the location of the land by transportation project plat, subdivision plat, assessors plat, certified survey map, government lot, recorded private claim, quarter-quarter section, section, township, range and county noted. In some counties, naming the amendment plat in this format will cause a computerized index system to put the amendment plat(s) next to the original, showing the progression of the project. In the remaining counties, the county office of the register of deeds will make a note on the image of the original plat indicating that an amendment plat has been filed.

The same process shall be used for filing an amendment plat as was used for the original plat. A similar note should be attached to the face of the original plat, which is being kept in the region office by someone designated in the region.

Once the image of the amendment plat has been filed in the county office of the register of deeds, acquiring the land interests of the amended parcels within the right-of-way and adjacent to the right-of-way will be conveyed by means of a deed referencing the amendment transportation project plat. Deeds written to convey amended parcels shall reference the specific transportation project plat the parcel was amended on. Deeds conveying parcels that have not been amended shall reference the original plat. Other rights and interests need to be referenced on the deed even if the right or interest can be clearly shown on the face of the plat. If there have been any affidavits of correction recorded, then the changes specified in the affidavits shall be included in the amendment plat.

In the event a title sheet needs to be amended, both the title sheet and the detail sheet will be sent together as an amended plat.

15.3 Affidavit of Correction

File an Affidavit of Correction form ([Attachment 15.2](#)) when there is an error or the information on the original plat was incomplete or inaccurate and needs to be corrected. Examples of errors that would cause an Affidavit of Correction form to be filed are:

- Typos and misspelled words
- Errors in the coordinate reference
- Errors in the reference to a previously filed or recorded transportation project plat(s) or other surveys of record

- Errors in the highway designation, or name of adjacent or intersecting streets
- Errors in bearings shown on the plat if the change represents the correcting of a mislabeled line and not the moving of the line.
- Errors in distances shown on the plat if the change represents the correcting of a mislabeled line and not the moving of the line.

Only the preparer of the original or amended transportation project plat may file an Affidavit of Correction form. If the original preparer is unable to perform this function a designated representative may file the form on his/her behalf. An Affidavit of Correction form, [DT1590](#) or similar form, shall be filed in the county office of the register of deeds by the region. The original form will be retained in the office of the register of deeds. The register of deeds will note the existence and filed location of the Affidavit of Correction form on the image of the original transportation project plat. A copy of the original Affidavit of Correction form will be returned to the region for their records. The region will forward a copy of the returned form to the Central Office Plat Coordinator.

15.4 Vacating a Plat or a Parcel from a Plat

File a Vacation Order form whenever it is necessary to vacate a plat ([Attachment 15.3](#)) or a parcel from a plat ([Attachment 15.4](#)). For example: if a transportation project plat was filed by a region and only some or none of the parcels or interests on the plat were acquired by the department, then it would be necessary to file a Vacation Order form.

A Vacation Order form, [DT1875](#), or similar form, shall be filed in the county office of the register of deeds by the regional office in order to vacate an entire plat. In the event a region needs to vacate one or more parcels from a plat, but not the entire plat, form [DT2222](#), or a similar form, may be used. A utility interest may also be vacated using this method. In either situation the original Vacation Order form will be retained in the office of the register of deeds. The register of deeds will note the existence and filed location of the Vacation Order form on the original transportation project plat. A copy of the original Vacation Order form will be returned to the region for their records. The region will forward a copy of the returned form to the Central Office Plat Coordinator. A Vacation Order form may only be filed by the preparer of the original or amended transportation project plat. If the original preparer is unable to perform this function a designated representative may file the form on his/her behalf.

15.5 Archive Files in Region Office

The region will determine the best way to archive the transportation project plat annotated by the register of deeds. There are a number of methods available; from filing the full-size plat with the recording information to scanning the plat to a compact disc. The TPP should be kept up to date with reference to any recorded amendments or affidavits of correction. The TPP is meant to represent the interest of the department for a particular highway.

LIST OF ATTACHMENTS

Attachment 15.1	Transportation Project Plat - Amendment Plat
Attachment 15.2	Transportation Project Plat - Affidavit of Correction
Attachment 15.3	Transportation Project Plat - Vacation Order
Attachment 15.4	Transportation Project Plat - Parcels - Vacation Order

FDM 12-10-20 Description of Lands

June 14, 2012

20.1 Legal Description

Since Transportation Project Plats will now be filed/recorded at the county register of deeds office, the conveyance documents will need to reference the filed/recorded transportation project plat. Because the primary purpose of a transportation project plat is to show the property intended to be conveyed to the state of Wisconsin or local units of government, the plat must contain sufficient information to meet the requirements of a valid legal description. The most important requirement of a valid legal description is that the parcel can be retraced on the ground.

The legal descriptions will now be written in a lot and block format instead of the lengthy metes and bounds descriptions, as done previously. The deed will identify the parcel as it is shown on the filed/recorded transportation project plat and the specific recording information for the transportation project plat will follow. This will include the recorded volume and page (or drawer, cabinet, etc.) of the particular transportation project plat, the document number, and the county and state names. Other information such as the recording date, quarter section, section, town and range, lot and block, subdivision, assessor's plat, or C.S.M. does not need to be shown on the conveyance document as this information is shown on the face of the recorded plat. Parcels that are amended shall be conveyed by means of a deed referencing the last amended transportation project plat on which the parcel was amended. Parcels that are not amended shall be conveyed by means of a deed

referencing the original transportation project plat.

All acquired interests, whether permanent or temporary, which apply to each individual parcel, will be noted on the deed. This will be accomplished by using the statement "Property interests and rights of said Parcel ____ consist of", and then all acquired interests will be listed on the deed.

Descriptive notes (e.g., "...a right for construction purposes, as defined herein, including the right to...") for a highway easement (HE), permanent limited easement (PLE), or temporary limited easement (TLE), will be shown on the plat. If the plat has a title sheet, the notes will appear there and not on the other sheets. If the plat does not have a title sheet, the notes will appear on whichever sheets illustrate the location of the easement to be acquired. The notes will not be included in the legal description.

Due to their complex nature, access rights will be described in the legal description only. The plat will contain the symbology for access control, but not an access right note.

A permanent limited easement will not be used to acquire the interest of a restrictive development easement (RDE). The RDE note will appear only in the deed, and not on the plat.

The specific purpose for a permanent limited easement (such as drainage or a retaining wall), or for a temporary limited easement (such as slopes or a driveway) will be shown on the detail portion of the plat, but not in the legal description.

Acreages will not be shown on the deed.

When legal descriptions are written from an amended TPP, only the descriptions pertaining to the altered parcels will reference the amended TPP. The descriptions for all unaltered parcels will reference the original TPP.

Legal descriptions will not reference any affidavits filed for a TPP.

20.1.1 General Instructions

1. Prepare legal descriptions using Microsoft Word software, and provide a copy of them in electronic format to the Department. Provide a sample product for review prior to writing all descriptions.
2. Consult with regional real estate staff for guidance on typestyle, font size, footers, and page formatting.
3. Consult with regional real estate staff on whether to insert the Register of Deeds' plat recording information.
4. Consult with the regional access control coordinator and real estate staff on every description involving access rights. Be very specific about any restrictions placed on access control.
5. Insert the words LEGAL DESCRIPTION (capitalized, bolded, and centered) on the first line. Put three hard returns after LEGAL DESCRIPTION, so there are two blank lines between it and the text of the description. Put one blank line between each paragraph thereafter, and two blank lines between descriptions for a parcel that appears on more than one plat sheet.
6. Highlight the interest(s) being acquired by bolding "Fee simple", "Permanent limited easement", etc.
7. List the interests in the following order: fee, highway easement, permanent limited easement, access rights, temporary limited easement, scenic easement, and restrictive development easement.
8. When a parcel appears on more than one plat sheet, write a full description for the interests that appear on each sheet; do not combine the information from both. See Section 3 of these instructions for an example.
9. The project I.D. that appears in the footer should not include the TPP sheet number (e.g., -4.01).
10. Save each parcel's description to its own Word document. All interests acquired for a particular parcel, even when that parcel appears on more than one TPP, will be saved to one document. The document's file name represents the project number, followed by the parcel number shown as a three-place extension.
Example: Project 7570-02-21, Parcel 9 should be saved as 75700221.009
Project 7570-02-21, Parcel 10 should be saved as 75700221.010
11. Microsoft Word will automatically attach another extension, called "doc", at the end of each file name. Regional real estate staff may ask that this extra extension be removed, to enable DOT's software program ("READS") to recognize the files. In that event, use the "rename" function to remove the "doc" extension from each file name.

20.1.2 Verbiage

Completed legal description examples can be found under Section 1.3.

For details on verbiage of legal descriptions, see [Attachment 20.1](#).

20.1.3 Legal Description Examples

See [Attachment 20.2](#) for examples of legal descriptions.

20.1.4 Examples of Descriptive Notes

For reference, shown below are the descriptive notes that will appear on a TPP when the project includes the acquisition of a highway easement, a permanent limited easement, or a temporary limited easement.

If the plat has a title sheet, the notes will appear there and not on the other sheets. If the plat does not have a title sheet, the notes will appear on whichever sheets illustrate the location of the easement to be acquired.

20.1.4.1 Highway Easement

A Highway Easement (HE) is an easement for highway purposes, as long as so used, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable.

20.1.4.2 Permanent Limited Easement

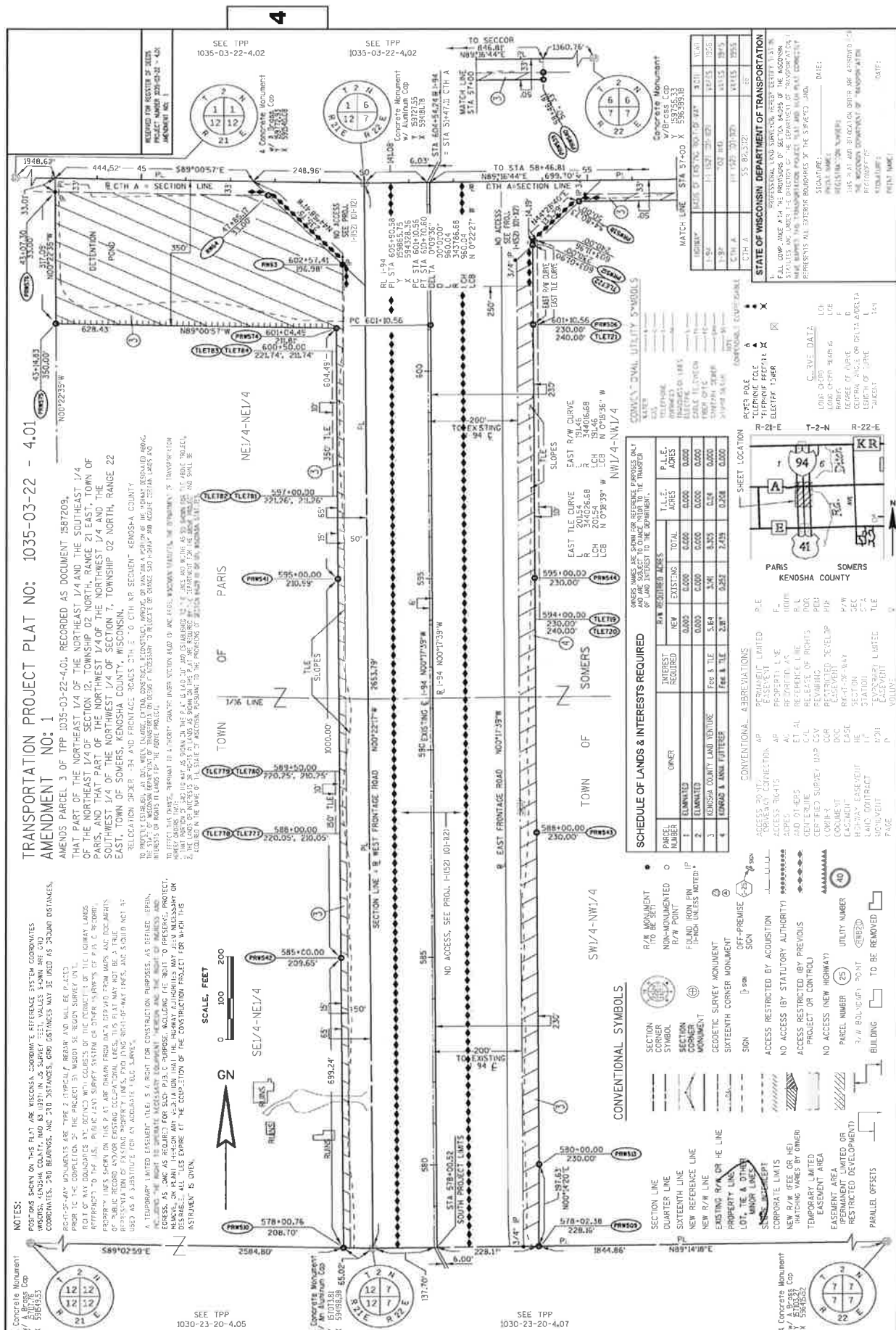
A Permanent Limited Easement (PLE) is a right for construction and maintenance purposes, as defined herein, including the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities would not impair or otherwise adversely affect the highway facilities.

20.1.4.3 Temporary Limited Easement

A Temporary Limited Easement (TLE) is a right for construction purposes, as defined herein, including the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable. All TLEs expire at the completion of the construction project for which this instrument is given.

LIST OF ATTACHMENTS

Attachment 20.1	Legal Description Verbiage
Attachment 20.2	Legal Description Examples



341843

VOL 720 PAGE 238

Document Number
AFFIDAVIT OF CORRECTION
TRANSPORTATION PROJECT PLAT

Wisconsin Department of Transportation
 § 84.095(3)(b) Wis. Stats
 DT1590 11/2001

This Affidavit of Correction applies to Transportation Project Plat 1430-08-24-4 07, recorded in Volume 7 of Transportation Project Plats, Page 67, as Document Number 340552, on August 29, 2005 in the Office of the Register of Deeds for Green Lake County.

AFFIANT, hereby swears or affirms that the following errors were contained in the above-described Transportation Project Plat:

The stations in the station-offsets for parcel 53 were incorrectly labeled. The following changes are correct:

19+62.24 FU" should be 20+38.64' FU"

19+61.42 FU" should be 20+39.46' FU"

18+84.32' FU" should be 21+18.56' FU"

18+84.09' FU" should be 21+18.78' FU"

GREEN LAKE COUNTY
 RECEIVED FOR RECORD

8:30 A.M.
 NOV 01 2005

Vol. 720 Of Rec. pg. 238
Deane Jensen
 REGISTER OF DEEDS

This space is reserved for recording date
 Return to

Wisconsin Department of Transportation
 North Central Region, Wisconsin Rapids Office
 Attn: John Kedrowski
 1681 2nd Avenue
 Wisconsin Rapids, WI 54495-8021

Parcel Identification Number/Tax Key Number
 271-0585-00

Pl. 11 00 (CK) 8:30 Am

This Affidavit of Correction has been approved by the Wisconsin Department of Transportation

Thomas J. Hansen Oct. 31, 2005
 (Signature) (Date)

Thomas J. Hansen
 (Print Name)

Land Surveyor
 (Title)



SEAL(S)

Subscribed and sworn to before me this date

10/31/05
 (Date)

State of Wisconsin)
Deane County) ss

Paula L. Lindquist
 (Signature, Notary Public, State of Wisconsin)

Paula L. Lindquist
 (Print or Type Name, Notary Public, State of Wisconsin)

4/1/2007
 (Date Commission Expires)

Project ID 1430-08-24-4 07

This instrument was drafted by Thomas J. Hansen

Parcel No. 53

Document Number
VACATION ORDER
TRANSPORTATION PROJECT PLAT

Wisconsin Department of Transportation
s. 84.085(3)(b) Wis. Stats.
DT1875 2002

This Vacation Order applies to Transportation Project Plat 8070-00-21-4.05, recorded in Volume 1 of TPP, Page 9 as Document # 818771 in the Office of the Register of Deeds for St. Croix County.

Whereas the above described Transportation Project Plat has been determined to be unnecessary for transportation improvement project purposes, said plat is hereby vacated and rescinded.

031936

11chq

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

08/11/2006 08:00AM

ORDER
EXEMPT F

REC FEE: 11.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 1


This space is reserved for recording data

Return to

Wisconsin Dept. of Transportation
NW Region
Attn: Lisa Herrmann
718 W. Clairemont Ave.
Eau Claire, WI 54701

Parcel Identification Number/Tax Key Number

This Vacation Order has been approved by the Wisconsin Department of Transportation.


(Signature)

Allen J. Holmstrom

(Print Name)

Real Estate Supervisor

(Title)

07/27/06
(Date)

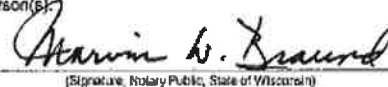
State of Wisconsin

Eau Claire

County

SS.

On the above date, this instrument was acknowledged before me by the named person(s):


(Signature, Notary Public, State of Wisconsin)

MARVIN W. BRAND
(Print or Type Name, Notary Public, State of Wisconsin)

09/13/2009
(Date Commission Expires)



Project ID 8070-00-21-4.05

This instrument was drafted by Lisa J. Herrmann

Document Number
VACATION ORDER
TRANSPORATION PROJECT PLAT - PARCELS

Wisconsin Department of Transportation
 s 84.095(3)(b) Wis. Stats

This Vacation Order applies to Transportation Project Plat 9030-07-21-4.01, recorded in Volume 1, Page 2, Document No. 437318 in the Office of the Register of Deeds for Lincoln County.

Where as parcels 1, 2, & 3 of the above described Transportation Project Plat, have been determined to be unnecessary for transportation improvement project purposes, said parcels are hereby vacated and rescinded.

439606

RECEIVED
 LINCOLN COUNTY, WIS

2005 FEB 16 AM 10 26

John (Signature)
 REGISTER OF DEEDS

This space is reserved for recording data

Return to:

Wisconsin Dept. of Transportation
 District 7
 Attn: Jeff Brock
 510 North Hanson Lake Road
 Rhinelander, WI 54501

Parcel Identification Number/ Tax Key

\$11.00 Chg.

This Vacation Order has been approved by the Wisconsin Department of Transportation

Jeffrey T. Brock
 (Signature)

JEFFREY T. BROCK
 (Print Name)

Right of Way Plat Coordinator

(Title)



(Seal)

Project ID 9030-07-21

Feb. 15, 2005
 Date

State of Wisconsin)
Oneida County) ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers

Connie J. Griesbach
 (Signature, Notary Public, State of Wisconsin)

Connie J. Griesbach
 (Print or Type name, Notary public, State of Wisconsin)

Nov. 5, 2006
 (Date commission expires)

This instrument was drafted by Wisconsin Department of Transportation

Legal Description Examples

The titles are not part of the description.

Example 1 - FEE SIMPLE

Parcel 8 of Transportation Project Plat 5320-01-21- 4.06, recorded in Cabinet 1 of Transportation Project Plats, Page 3, as Document 1420304, recorded in Columbia County, Wisconsin.

Property interests and rights of said Parcel 8 consist of:

Fee simple.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 5320-01-21

Page 1 of 1

Parcel 8

Example 2 - FEE SIMPLE with PERMANENT LIMITED EASEMENT

Parcel 21 of Transportation Project Plat 2263-02-21-4.03, recorded in Drawer 1 of Transportation Project Plats, Page 2, as Document 1216413, recorded in Marathon County, Wisconsin.

Property interests and rights of said Parcel 21 consist of:

Fee simple.

Permanent limited easement.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 2263-02-21

Page 1 of 1

Parcel 21

Example 3 - FEE SIMPLE with PERMANENT LIMITED EASEMENT and TEMPORARY LIMITED EASEMENT

Parcel 14 of Transportation Project Plat 2231-03-22-4.11, recorded in Volume 1 of Transportation Project Plats, Page 5, as Document 1276713, recorded in Portage County, Wisconsin.

Property interests and rights of said Parcel 14 consist of:

Fee simple.

Permanent limited easement.

Temporary limited easement.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 2231-03-22

Page 1 of 1

Parcel 14

Example 4 - HIGHWAY EASEMENT

Parcel 6 of Transportation Project Plat 1018-00-22- 4.05, recorded in Volume 1 of Transportation Project Plats, Page 5, as Document 1276713, recorded in Bayfield County, Wisconsin.

Property interests and rights of said Parcel 6 consist of:

Highway easement.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 1018-00-22

Page 1 of 1

Parcel 6

Example 5 - ACCESS RIGHTS (no Driveway Connections allowed)

Parcel 32 of Transportation Project Plat 1540-02-21- 4.19, recorded in Drawer 2 of Transportation Project Plats, as Document 321007, recorded in Sauk County, Wisconsin.

Property interests and rights of said Parcel 32 consist of:

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as USH 12 and all of the abutting real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 1540-02-21- 4.19.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 1540-02-21

Page 1 of 1

Parcel 32

Example 6 - ACCESS RIGHTS (allowing a Driveway Connection at a specific location)

Parcel 3 of Transportation Project Plat 7570-02-21- 4.01, recorded in Cabinet 2 of Transportation Project Plats, Page 4, as Document 1455392, recorded in Dane County, Wisconsin.

Property interests and rights of said Parcel 3 consist of:

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as STH 16 and all of the abutting real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 7570-02-21- 4.01.

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said highway from said abutting lands on the northerly side of said highway. The driveway connection is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists. Said driveway connection is subject to the following conditions:

Said driveway connection shall be located at station 142+00 as shown on said Transportation Project Plat 7570-02-21- 4.01.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 7570-02-21

Page 1 of 1

Parcel 3

Example 7 - ACCESS RIGHTS (allowing a Driveway Connection with use restricted to single-family residence at a general location)

Parcel 17 of Transportation Project Plat 5020-05-22- 4.06, recorded in Cabinet 1 of Transportation Project Plats, Page 9, as Document 1995401, recorded in Juneau County, Wisconsin.

Property interests and rights of said Parcel 17 consist of:

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as STH 171 and all of the abutting real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 5020-05-22- 4.06.

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said highway from said abutting lands on the northerly side of said highway. The driveway connection is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists. Said driveway connection is subject to the following conditions:

Said driveway connection shall be used for one single-family residence, only.

Said driveway connection shall be located in the east 800 feet of the NW 1/4 - NW 1/4 of Section 6, T12N, R2W, Juneau County, Wisconsin, as measured along the south line of said NW 1/4 - NW 1/4.

Note for the last paragraph: When using this method, make certain that the property owner owns all of the east 800 feet of the NW 1/4 - NW 1/4, where it abuts the south side of the highway.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 5020-05-22

Page 1 of 1

Parcel 17

Example 8 - ACCESS RIGHTS (allowing a Driveway Connection with restrictions)

Parcel 17 of Transportation Project Plat 5020-05-22- 4.06, recorded in Cabinet 1 of Transportation Project Plats, Page 9, as Document 1995401, recorded in Juneau County, Wisconsin.

Property interests and rights of said Parcel 17 consist of:

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as STH 171 and all of the abutting real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 5020-05-22- 4.06.

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said highway from said abutting lands on the northerly side of said highway. The driveway connection is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists. Said driveway connection is subject to the following conditions:

Traffic volume of the connection shall not exceed 100 vehicles per day.

Traffic movements will be restricted to right-in/right-out only.

The connection will only be used in the months of August, September, and October.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 5020-05-22

Page 1 of 1

Parcel 17

Example 9 - ACCESS RIGHTS (allowing a Special Crossing)

Parcel 17 of Transportation Project Plat 5020-05-22- 4.06, recorded in Cabinet 1 of Transportation Project Plats, Page 9, as Document 1995401, recorded in Juneau County, Wisconsin.

Property interests and rights of said Parcel 17 consist of:

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as STH 171 and all of the abutting real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 5020-05-22- 4.06.

Except the grantee will allow, upon request, a Special Crossing, to said highway from said abutting lands on the northerly side of said highway. The Special Crossing is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and is subject to the following conditions:

A Special Crossing is to be used solely for travel between severed parcels under the same ownership for planting, maintaining, and/or harvesting crops or tending livestock; such use shall cease and the connections and crossing shall be removed by the grantor if such parcels pass into separate ownership.

Said Special Crossing shall be located between stations ____ and ____ as shown on, or calculated from, said Transportation Project Plat.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 5020-05-22

Page 1 of 1

Parcel 17

Example 10 - ACCESS RIGHTS (allowing a trail or trail crossing)

Parcel 17 of Transportation Project Plat 5020-05-22- 4.06, recorded in Cabinet 1 of Transportation Project Plats, Page 9, as Document 1995401, recorded in Juneau County, Wisconsin.

Property interests and rights of said Parcel 17 consist of:

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as STH 171 and all of the abutting real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 5020-05-22- 4.06.

Except the grantee will allow, upon request, a trail crossing, subject to police power regulation, of said highway from said abutting lands. The trail crossing is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked if safety or operational issues arise. The trail is subject to the following conditions:

Said trail crossing shall be located between stations ____ and ____ as shown on, or calculated from, said Transportation Project Plat.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 5020-05-22

Page 1 of 1

Parcel 17

Example 11 - ACCESS RIGHTS (vehicular access only, used rarely)

Parcel 17 of Transportation Project Plat 5020-05-22- 4.06, recorded in Cabinet 1 of Transportation Project Plats, Page 9, as Document 1995401, recorded in Juneau County, Wisconsin.

Property interests and rights of said Parcel 17 consist of:

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of vehicular access** between the highway currently designated as STH 171 and all of the abutting real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 5020-05-22- 4.06.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 5020-05-22

Page 1 of 1

Parcel 17

Example 12 - FEE SIMPLE with ACCESS RIGHTS (allowing a Driveway Connection at any location)

Parcel 18 of Transportation Project Plat 5121-09-21- 4.10, recorded in Cabinet 1 of Transportation Project Plats, Page 2, as Document 1675520, recorded in La Crosse County, Wisconsin.

Property interests and rights of said Parcel 18 consist of:

Fee simple.

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as STH 33 and all of the abutting remaining real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 5121-09-21- 4.10.

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said highway from said abutting lands on the southerly side of said highway. The driveway connection is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 5121-09-21

Page 1 of 1

Parcel 18

Example 13 - FEE SIMPLE with ACCESS RIGHTS (allowing a Driveway Connection with use restricted to agriculture at any location)

Parcel 72 of Transportation Project Plat 1018-00-22- 4.16, recorded in Drawer 4 of Transportation Project Plats, as Document 2403977, recorded in Dane County, Wisconsin.

Property interests and rights of said Parcel 72 consist of:

Fee simple.

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as STH 58 and all of the abutting remaining real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 1018-00-22- 4.16.

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said highway from said abutting lands on the westerly side of said highway. The driveway connection is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists. Said driveway connection is subject to the following conditions:

Said driveway connection shall be restricted to agricultural use only. Agricultural use is restricted to the planting, maintaining and harvesting of crops or the pasturing of animals.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 1018-00-22

Page 1 of 1

Parcel 72

Example 14 - FEE SIMPLE with ACCESS RIGHTS on HWY and SIDE ROAD (allowing Driveway Connections at specific locations)

Parcel 9 of Transportation Project Plat 6420-02-21- 4.03, recorded in Volume 2 of Transportation Project Plats, Page 5, as Document 1109443, recorded in Jackson County, Wisconsin.

Property interests and rights of said Parcel 9 consist of:

Fee simple.

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as USH 12 and all of the abutting remaining real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 6420-02-21- 4.03.

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said highway from said abutting lands on the easterly side of said highway. The driveway connection is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists. Said driveway connection is subject to the following conditions:

Said driveway connection shall be located at station 262+31.24 as shown on said Transportation Project Plat 6420-02-21- 4.03.

Also, all existing, future or potential common law or statutory easements or **rights of access** between the street currently designated as Fremont Avenue and all of the abutting remaining real property of the owner(s) whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 6420-02-21- 4.03.

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said street from said abutting lands on the northerly side of said street. The driveway connection is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists. Said driveway connection is subject to the following conditions:

Said driveway connection shall be located at station 100'F+50 as shown on said Transportation Project Plat 6420-02-21- 4.03.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat

are hereby incorporated herein by reference.

Project I.D. 6420-02-21

Page 1 of 1

Parcel 9

Example 15 - RESTRICTIVE DEVELOPMENT EASEMENT

Parcel 8 of Transportation Project Plat 5320-01-21-4.06, recorded in Cabinet 1 of Transportation Project Plats, Page 3, as Document 1420304, recorded in Columbia County, Wisconsin.

Property interests and rights of said Parcel 8 consist of:

Restrictive development easement, described as follows:

Restrictive development easement for the right to create and maintain a vision corner, restricting the grantor's rights within said easement to only those activities that would not impair or otherwise adversely affect the ability of the motoring public on either USH 14 or STH 35 to clearly view traffic on the intersecting highway. Said easement also includes the right of the highway authorities to enter on said lands for purposes of removing any violations.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 5320-01-21

Page 1 of 1

Parcel 8

Example 16 - PARCEL APPEARS ON AN AMENDED PLAT

Parcel 14 of Transportation Project Plat 2231-03-22-4.03, Amendment 1, recorded in Volume 1 of Transportation Project Plats, Page 5, as Document 1276713, recorded in Portage County, Wisconsin.

Property interests and rights of said Parcel 14 consist of:

Permanent limited easement.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 2231-03-22

Page 1 of 1

Parcel 14

Example 17 - PARCEL APPEARS ON MORE THAN ONE TPP SHEET

Parcel 2 of Transportation Project Plat 1020-03-21 – 4.01, recorded in Volume 3 of Transportation Project Plats, Page 1, as Document 309844, recorded in Richland County, Wisconsin.

Property interests and rights of said Parcel 2 consist of:

Temporary limited easement.

Also, Parcel 2 of Transportation Project Plat 1020-03-21– 4.02, recorded in Volume 3 of Transportation Project Plats, Page 2, as Document 309845, recorded in Richland County, Wisconsin.

Property interests and rights of said Parcel 2 consist of:

Fee simple.

Temporary limited easement.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Project I.D. 1020-03-21

Page 1 of

Parcel 2

Legal Description Verbiage**First two paragraphs**

Use this at the beginning of all TPP descriptions. The words "Grantor conveys..." are not needed, because they are preprinted on the conveyance documents. When referring to the plat recording data, use the same wording that the Register of Deeds puts on the recorded plat; the words "Volume and Page" (as shown here) may need to be replaced with "Drawer," "Cabinet," etc.

Parcel ____ of Transportation Project Plat _____ - 4.____, recorded in Volume ____ of Transportation Project Plats, Page ____, as Document ____, recorded in _____ County, Wisconsin.

Property interests and rights of said Parcel ____ consist of:

Subsequent paragraphs

Use as appropriate, in the order given:

Fee simple.

Highway easement.

Permanent limited easement.

For Access Rights, consult with the region real estate and access control staff on how to proceed. Be very specific about any restrictions placed on access control.

Access control descriptions consist of four parts:

1. Mandatory first (part being the two paragraphs as described above)
2. Mandatory second part

Access rights, described as follows:

All existing, future or potential common law or statutory easements or **rights of access** between the highway currently designated as _____ and all of the abutting remaining real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat _____ - 4.____.

Note: Use the word "remaining" only if fee interests are also being acquired.

3. Optional third part (use as needed when some access is allowed to remain in place)

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said highway from said abutting lands on the ____ (map direction)____ side of said highway. The driveway connection is subject to the rules and regulations of the driveway permitting authority and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists.

Note: When any restrictions are placed on a driveway connection , such as on its location or its use, replace the previous paragraph with this:

Except the grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to said highway from said abutting lands on the ____ (map direction)____ side of said highway. The driveway connection is subject to the rules and regulations of the driveway permitting authority and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists. Said driveway connection is subject to the following conditions:

...and continue by including the optional fourth part.

4. Optional fourth part (use as needed when you want to put deed restrictions on a driveway)

Restrictions can be placed on a deed or by putting the restrictions on a permit. See Chapter 9 (Section

91.21) of the Highway Maintenance Manual for additional guidance on permit conditions. If the decision is to place the restrictions on the deed, add a fourth part to the legal description that lists whatever restrictions you are placing on the driveway connection.

Note: (Some "blanks" have been filled in, to make these examples understandable):

Location restriction:

Said driveway connection shall be located in the west _____ feet of the _____ 1/4 - _____ 1/4 of Section _____, T_____N, R_____E/W, _____ County, Wisconsin, as measured along the south line of said _____ 1/4 - _____ 1/4.

Said driveway connection shall be located between a point lying _____ feet north of the south line of Section _____, T_____N, R_____E/W, _____ County, Wisconsin, and a point lying _____ feet north of the said south line, as measured along the west line of said Section _____.

Said driveway connection shall be located between stations _____ and _____ as shown on said Transportation Project Plat _____ - 4, _____.

Note: Do not use property lines as reference points when describing the location of driveway connections or the limits of access control. Also, when locating a driveway connection (or access control limits) within a range, make certain that the range falls only within that parcel's property lines.

Other methods of describing driveway connections are possible.

Use or other restriction:

Said driveway connection is subject to the following conditions:

(list whatever restrictions apply. This could be a limit of ___X___ vehicles per day; a specified type of vehicle such as a car or a maximum length of vehicle; seasonal use; specific purpose use such as utility company access; restricted turning movements such as right-in only; directional movements such as entrance only or exit only; shared use driveway; etc.)

Side Roads

When describing access control on side roads, replace the first sentence in #3 above, with this:

The grantee will allow, upon request, the common law right, subject to police power regulation, one driveway connection to _____ name of local road/street _____ from said abutting lands on the _____ side of said street. The driveway connection is subject to the rules and regulations of the driveway permitting authority, and may be modified by the grantee or its successors or assigns as future conditions warrant and revoked when reasonable alternative access exists.

If any restrictions to the driveway connection are being applied, add the appropriate wording.

Temporary limited easement.

Restrictive development easement, described as follows:

Restrictive development easement for the right to create and maintain a vision corner, restricting the grantor's rights within said easement to only those activities that would not impair or otherwise adversely affect the ability of the motoring public on either _____ or _____ to clearly view traffic on the intersecting highway. Said easement also includes the right of the highway authorities to enter on said lands for purposes of removing any violations.

Name the primary highway in the first blank, and the secondary highway in the second blank.

Final Paragraph

An inclusionary clause shall be inserted at the end of every legal description. It shall read:

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Additional Language

1. Excluding buildings that lie partially or wholly within a temporary limited easement

When the plat shows a TLE line running through a building, instead of around it, the intent is usually to exclude the building's footprint from the easement. In those cases, include the following sentence after the standard TLE language:

Excluded from this easement is any land currently occupied by buildings.

To exclude structures other than buildings (such as retaining walls, planters, light poles, etc.), use the "Statement to Construction" form. Do not put those types of exclusions in the deed.

2. Accessing owner's land adjacent to his building, for the purpose of removing the building

When a building or improvement is acquired, and the acquisition leaves a portion of the acquired building or improvement located on the owner's remaining property, the use of the owner's adjoining land will likely be required in order to complete the demolition and removal process. A temporary limited easement shall be acquired for use in this situation. The TLE must be designed and legally described to be of sufficient size and duration to accommodate all demolition needs, including ingress, egress, razing and removal of the building(s), fixtures, appurtenances and any acquired building contents.

3. Notification of no access rights on new highway alignment

When acquiring a fee interest for the purpose of constructing a highway in an area where no highway presently exists, include the following sentence as the last paragraph of the parcel's description:

Also, no access rights shall accrue between the highway, herein designated as _____, and all of the abutting remaining real property of the owner.

Property owners whose land abuts such new highway alignment, but from whom no land is being acquired, are also given notice that no access rights will accrue. See DOT document DT2051. These documents should be recorded and sent to the property owners prior to the right-of-way meeting the requirements of Cert 1.

Note: This is not the same language that is used with a property having 84.25 controls in place.

ENVIRONMENTAL DOCUMENT

DESIGN STUDY REPORT

TABLE OF CONTENTS ON ENVIRONMENTAL DOCUMENT & DESIGN STUDY REPORT

This Section shall be completed on Local Real Estate & State/Federal Funded Projects

- Review of Environmental Document & Design Study Report Notes
- Example of Environmental Document (CEC)
- Example of Design Study Report

ENVIRONMENTAL DOCUMENT and DESIGN STUDY REPORT (DSR) REVIEW

Required on all Local and State/Federal funded projects in R/E

Environmental Document:

Obtain 1st page of Environmental document showing approval signature and date

- Document found on the K: drive on computer in the following location:

K:\Localprograms\SELP PROJECTS\Select respective "Design ID" project folder\Environmental\Environmental Doc\

- Locate the approved document and upload 1st page to "My Documents";
- Upload the Approved Environmental document page in READS;

Design Study Report:

Obtain 1st page of DSR showing approval signature and date

- Document found on the K: drive on computer in the following location:

K:\Localprograms\SELP PROJECTS\Scroll to Design ID project folder\Design Reports\DSR\

- Locate the approved documents and upload 1st page to "My documents";
- Upload the Approved DSR page in READS;

Note: Do Not Begin any Real Estate Acquisition Activities, Appraisals, Negotiations until Design Study Report is approved.

Example of Environmental Document

CATEGORICAL EXCLUSION CHECK LIST

FOR 23 CFR 771.117(c) ACTIONS
Wisconsin Department of Transportation
[Form Number] Revised July 2015

WisDOT Design and Construction IDs 2410-00-06/76	Federal Project IDs (if available) N/A	Legal Description (Township, Range, Section) T6N R21E Section 5	County Milwaukee
Project Name West National Avenue		Project Termini/ Location South 95 th Street to South 92 nd Street	
Name of Route or Facility to be Improved West National Avenue	Facility Classification Minor Arterial	Improvement Type Reconstruction	
Estimated Project Cost in Year of Expenditure \$ (Include R/W Cost) \$1,918,000 (FY 2018)		Funding Source(s) (check all that apply) <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> Local	
23 CFR 771.117(c) Project Type Number and Text (23) Federally-funded projects: (i) That receive less than \$5,000,000 of Federal funds			
Section 4(f) <input checked="" type="checkbox"/> None <input type="checkbox"/> De Minimis <input type="checkbox"/> Bikeway/ Walkway <input type="checkbox"/> Minor Park/ Rec <input type="checkbox"/> Minor Historic <input type="checkbox"/> Historic Bridge <input type="checkbox"/> Net Benefit <input type="checkbox"/> Exception			
Right of Way Acquisition 0.48 Total Acres 0.05 Fee Simple Acres 0.00 Permanent Easement Acres 0.43 Temporary Easement Acres			
Number of Buildings Acquired <input checked="" type="checkbox"/> None Vacant Buildings Occupied Buildings			
Name of Individual/ Firm Preparing this Form Steve Huberty/GRAEF		CE Preparation Date August 3, 2016	Environmental Process Start Date February 27, 2015

WisDOT Region Environmental Coordinator or Local Program Management Consultant

I certify that I meet the requirements for staff who review and recommend approval of Categorical Exclusion (CE) actions, specified in the FHWA – WisDOT CE Agreement. I further certify that I have reviewed this document, and agree with the determination that the proposed project and resultant impacts meet the definition of a CE as described in 23 CFR 771.117(a) & (b), and will not result in significant environmental impacts. I recommend this CE for approval.

(Signature)

(Print Name)

(Date)

WisDOT Region, Central Office, or Local Program Project Manager

I certify that I am familiar with this proposed project and its impacts and that the information contained in this document is accurate and can be relied upon for documentation decisions. I further certify that the mitigation measures and commitments proposed herein will be incorporated into the project plans and contract documents. I approve this CE.

(Signature)

(Print Name)

(Date)

A determination that this project satisfies the criteria for an FHWA (c)-listed Categorical Exclusion (CE) does not relieve the applicant of the requirement to comply with other laws and regulations including, but not limited to, Section 404 of the Clean Water Act, Section 7 of the Endangered Species Act, Section 106 of the National Historic Preservation Act, and Section 4(f) of the US Department of Transportation Act. Coordination to comply with these other laws may require FHWA involvement. Furthermore, designation of this project as a (c)-listed CE does not relieve the requirement for WisDOT to coordinate with WDNR under the Cooperative Agreement. Any correspondence or documentation used to comply with Federal, State, or Local laws or regulations should be maintained in the project file and provided with this checklist upon request.



Example of Design Study Report



SE Region Management Consultant for WisDOT Local Program Projects

Date: September 28, 2016

To: Kathy Kramer, P.E.
WisDOT SE Region Local Program, Project Manager

From: Todd Becker, P.E.
DAAR Engineering, Inc. – SE Region Local Program Management Consultant

Subject: DESIGN STUDY REPORT
2410-00-06
West National Avenue
South 95th Street to South 92nd Street
Milwaukee County

Having considered the economic and social effects of this project, its impact on the environment, and its consistency with the goals of community planning, we request your approval of the attached design study report.

Recommend Approval:

Todd Becker, PE, SELP MC, PM
DAAR Engineering, Inc

Date

Approve:

Kathy Kramer, PE, WisDOT SELP, PM

Date

TB/mh

COST ESTIMATE

**PROJECT COST
ALLOCATION**

TABLE OF CONTENTS ON COST ESTIMATE & PROJECT COST ALLOCATION

This Section is Required on State/Federal Funded Projects Only

- Cost Estimate and Project Cost Allocation Review Notes
- Cost Estimate Guide and Instructions
- Cost Estimate Form
- Example of Cost Estimate
- Example of Project Cost Allocation (Local Program)
- Example of Project Cost Allocation (Connecting Hwy)
- Example of Federal Authorization of Expenditures Letter

COST ESTIMATE/PROJECT COST ALLOCATION

Required on Connecting Highway (State Funded) and R/E Federal Funded Projects

Cost Estimate

Cost Estimate, Sales Study/Project Data Book can be prepared by LPA/Acquisition Consultant prior to ER/DSR approval as it is reimbursable under the Design contract; LPA/Acquisition Consultant sends the completed Cost Estimate to DAAR RE Coordinator for review.

- 2 Party Contracts Cost Estimate should include the following:
 - Estimates for parcel acquisition damages
 - 20-25% Contingency for unforeseen costs, condemnation, wells, septic systems found during negotiations and owner's appraisals etc.
 - Acquisition Consultant's Appraisal, Negotiation, Relocation Fees
 - Recording Fees
- 3 party Contracts
 - Estimates for parcel acquisition damages
 - 20-25% Contingency for unforeseen costs, condemnation, wells, septic systems found during negotiations and owner's appraisals etc.
 - Recording Fees.
- Check for reasonable costs and math/accuracy
- Provide comments to LPA (if needed)

Project Cost Allocation (PCA)

DAAR RE Coordinator prepares PCA from "My Documents" (DAAR/Consultants cannot upload form from READS)

- Take the Final Costs from Cost Estimate and include it in items 1 and 3 of the PCA; Include DAAR Labor estimate in item 6a and 6c. Amount varies depending on the complexity and number of parcels on project.
- Once **DSR** is approved, forward PCA to the SE Region LPA Coordinator:
 - Bill Burki will obtain signatures from Bob Duffeck and Tom Longtin for Connecting Highway projects;
 - Bill Burki will obtain signatures from Bob Duffeck and Bob Schmidt for Local Program Federal Real Estate Funded projects;
 - Request a signed copy;
- Upload a copy of Cost Estimate and PCA in READS;

Once Federal Funding is approved, Kathy Bender (WisDOT) will forward a copy of authorization letter to DAAR (Rhonda receives this). (see example)

COST ESTIMATE GUIDE

FEE - Market Value - see local assessor for recent VACANT land sales. Select those most recent and most comparable as to size, location and use. Use the per sq ft/sq acre value of the best comparable, x the acquisition area.
IF MINOR takings, you can probably use the assessed value. Be aware of changing uses and zoning.
Part of the Whole: contributory value of land acquired to any and all other portions of the property.

PLE - Extent of the Encumbrance as a % of Fee Value.
Drainage: have we caused the problem 90%, existing problem 50%.
Permanent Improvement: sidewalks, retaining walls, ditches 90%.

TLE - Extent of Damage: MINOR Damage
Commercial: Rental, 10% of fee value x TLE area x duration.
Residential: Not typically rented, extent of damage. If no damage (ex. replace drive) may be worth \$0 or minimum nominal (\$25.00 - \$500.00). State uses \$100.00 as minimum.

LANDSCAPING - Contributory Value 6% - 10% of whole property value.
What portion of landscaping are you affecting?
Example: \$100,000 property, landscaping contributes \$10,000, project affects 10% of all landscaping or \$1000.
Not replacement cost, Not arborist or horticulturist's value.

IMPROVEMENTS - In place contributory value, depreciated replacement cost. Yard lights, signs, fencing, asphalt or concrete. If the improvement is in the fee area it must be acquired. If the improvement is in the TLE area, determine from cross sections whether it must be acquired or can be worked around.

COST TO CURE - Don't pay double damage, depreciated in place value and replacement cost. Example: parking lot extended to make up for loss of spaces.

ACCESS RIGHTS - Residential: cut off a U shape drive only cost of asphalt and it's removal.
Commercial: can be serious, should hire an appraiser. If planning to control access, contact our office first.

SEVERANCE - Decrease in value to remaining land or improvements. Change of Grade, Proximity, Non-Conforming use, Non-Buildable or Not Usable for current purpose, should hire an appraiser.

CONTINGENCY - 20% Administrative Settlements, Additional Cost of Landscaping, Unknown Well or Septic System, Underground Electric Fence, etc.

RELOCATION COST - See your Acquisition Stage Plan.

CONTRACTS - Cost of Real Estate Consultants being hired. Appraisers, Negotiators, Relocation Agents, Title Companies.

Parcel Info			Fee Acquisition		TLE		PLE		Added Damages		Displaced	Total Estimate	C
P#	Owner	Size/ Use	Size (existing)	Price/Unit Damage	Size	Price/Unit Damage	Size	Price/Unit Damage	Landscaping Improvements Cost to Cure	Access Rights Proximity Severance	Relo Demo		
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
Subtotal													
Contingency- (25% of subtotal) Negotiations & Settlements													
Revised Parcel Costs (attached form)													

Parcel Info			Fee Acquisition		TLE		PLE		Added Damages		Displaced	Total Estimate	C
P#	Owner	Size/ Use	Size (existing)	Price/Unit Damage	Size	Price/Unit Damage	Size	Price/Unit Damage	Landscaping Improvements Cost to Cure	Access Rights Proximity/ Severance	Relo Demo		
Acquisition Total													
Relocation: # = \$													
RIGHT OF WAY TOTAL													
Contracts Delivery (labor) \$000 recording fees Based on \$ _____ / \$ _____ appraisal / per negotiation													
Demolition: # = \$													
GRAND TOTAL													

C Represents Appraisal Complexity

w:\vetedre\jpcostest.ling

Relocation Order Number:

Date:	02/12/14
Highway:	11
Grand Total: \$	869,912

Note: Last column indicates appraisal complexity

Parcel Info			Fee Acquisition		TLE		PLE		Added Damages		Displaced		Total Estimate	
P #	Owner	Site/Use	Site (existing)	Price/Unit Damage	Site	Price/Unit Damage	Site	Price/Unit Damage	Landscaping Improvements Cost to Cure	Access Rights Proximity Severance	Relo	Demo		C
1	Jose Guereca	R	18	3.50	576	2.28			180				\$1,553	
2	MPEC Equity Holding Fund I, LLC	C	278	10.00	596	6.50							\$6,654	
3	Badger Plaza LLC	C	1420	10.00	3851	6.50			1000				\$40,232	
4	O'Reilly Automotive Inc	C	365	10.00	1918	6.50			1000				\$17,117	
5	Union Savings and Loan	C	64	10.00	751	6.50			200				\$5,722	
6	United States of America	C	15	10.00	1128	6.50							\$7,482	
7	Longship LLP	C	26	10.00	1043	6.50							\$7,040	
8	City of Racine	C	6	10.00	79	6.50							\$574	
9	Norstates Bank	C	2208	10.00	3602	6.50			21300				\$66,793	
10	MaryJo Seeger	C	469	10.00	1018	6.50			7000				\$18,307	
11	Coy & Diane Peterson	C	148	10.00	1641	6.50			15000				\$27,147	
12	Kunal Enterprize LLC	C	8313	10.00	1796	6.50			15300				\$110,104	
13	Eugene Spolar	C	4042	10.00	1347	6.50			1000				\$50,176	
14	Pavlik & Rashleger	C	2475	10.00	825	6.50							\$30,113	
15	Govednik Investments LLC	C		10.00	1663	6.50							\$10,810	
16	MRED Associates	C	1893	10.00	1171	6.50			11000				\$37,542	C
17	Highland Park Terr & Elmwood-Racine	C	12131	10.00	10770	6.50			47000				\$238,315	C
18	Robert Luxem	R	147	3.50	411	2.28							\$1,650	
19	John & Shirley Longo Trust	R	147	3.50	273	2.28			200				\$1,336	
20	Harold & Cynthia Fisher	R	147	3.50	273	2.28			200				\$1,636	
21	Eloise Green	R	147	3.50	273	2.28			500				\$1,636	
22	Christopher & Jennifer Hegarty	R	147	3.50	273	2.28			200				\$1,136	
23	John Kmetz	R	147	3.50	503	2.28							\$1,659	

ESTIMATE - LONG FORM

Project ID:	2260-07-20
Road:	DURAND AVENUE

County:	Racine
Estimated By:	Racine City Attorney

Date:	02/12/14
Highway:	11
Grand Total: \$	869,912

Relocation Order Number:

5 ARE IN SQUARE FEE

Note: Last column indicates appraisal complexity

Parcel Info			Fee Acquisition		TILE		PLE		Added Damages		Displaced		Total Estimate	
P #	Owner	Size/Use	Size (existing)	Price/Unit Damage	Size	Price/Unit Damage	Size	Price/Unit Damage	Landscaping Improvements Cost to Cure	Access Rights Proximity Severance	Relo	Demo	C	
24	Charles & Judith Wise Trust	R	147	3.50	527	2.28			300				\$2,113	
25	Gay Simpson	R	147	3.50	273	2.28			400				\$1,536	
26	Jeffrey & Michelle Niedfelt	R	147	3.50	273	2.28			400				\$1,536	
27	Jean Faust	R	147	3.50	273	2.28			300				\$1,436	
28	Judith Aschenbrenner	R	147	3.50	273	2.28			400				\$1,536	
29	Roxanne Bakken	R	147	3.50	388	2.28			300				\$1,697	
30	Robbynn Hernandez	R	154	3.50	393	2.28			600				\$2,033	
31	Jeri Koshen	R	154	3.50	287	2.28			400				\$1,592	
32	Ronald & Penny Timo	R	154	3.50	287	2.28			300				\$1,492	
33	Harold & Robin Benson	R	154	3.50	287	2.28			400				\$1,592	
34	Paolo & Norma Cortese	R	154	3.50	287	2.28			100				\$1,292	
35	James & Judith O'Toole	R	154	3.50	439	2.28			400				\$1,938	
36	Anthony Coey	C	1113	10.00	1098	6.50			15000				\$33,267	
37	Robert & Lori Underhill	multi	2941	10.00	4071	6.50			2400				\$58,272	
38	Kevin & Kristan Fenkl	R	140	3.50	418	2.28			200				\$1,641	
39	Jarmila Weber & Vladimir Jech	R	140	3.50	260	2.28			300				\$1,382	
40	Gloria Kosterman	R	280	3.50	520	2.28			800				\$2,963	
41	George Rockett	R	140	3.50	430	2.28			500				\$1,968	
42	Durand & Taylor LLC	C	28	10.00	1721	6.50			1000				\$12,467	
43	David & Laura Dominguese	R		3.50	271	2.28			1000				\$1,617	
44	Meliton & Adriana Mata	R	699	3.50	1059	2.28			7000				\$11,856	C
45	Joann Mander	R	547	3.50	512	2.28			10000				\$13,079	C
46	Griger Properties	C	223	10.00	3317	6.50			200				\$23,991	

ESTIMATE - LONG FORM

Project ID:	2260-07-20
Road:	DURAND AVENUE

County:	Racine
Estimated By:	Racine City Attorney

Date:	02/12/14
Highway:	11
Grand Total: \$	869,912

Relocation Order Number:

5 ARE IN SQUARE FEE

Note: Last column indicates appraisal complexity

Parcel Info			Fee Acquisition		TLE		PLE		Added Damages		Displaced		Total Estimate	
P #	Owner	Size/Use	Size (existing)	Price/Unit Damage	Size	Price/Unit Damage	Size	Price/Unit Damage	Landscaping Improvements Cost to Cure	Access Rights Proximity Severance	Relo	Demo		
47	Mark Curtin	C	178	10.00	1379	6.50							\$10,744	C
48	WEPCO/We Energies	C	441	10.00	3186	6.50			1000				\$26,119	
49	Walter Slack	R	245	3.50	656	2.28			1500				\$3,850	
51	Vincent & Linda Angel	R		3.50	297	2.28							\$676	
52	John Miller & Dawn Acerbi	R		3.50	237	2.28			200				\$739	
55	Michael & Susan Smith	R	18	3.50	1068	2.28			300				\$2,793	
56	Gus & Eugenia Papadopoulos	R		3.50	641	2.28							\$1,458	
57	Ted & Jessica Williams	R		3.50	640	2.28			100				\$1,556	
58	Millennium-Durand Plaza LLC	C	105	10.00	2152	6.50							\$15,038	
59	Durand Plaza of Racine LLC	C	31	10.00	2888	6.50			0				\$19,082	
60	Arthur Szwed & Agnieszka Dabrowske	R		3.50	640	2.28			0				\$1,456	
61	Bobby & Teresa Cooper	R		3.50	320	2.28			100				\$828	
62	Thomas Chambers	R		3.50	320	2.28							\$728	
63	John Spaay	R		3.50	556	2.28							\$1,265	
64	Michael Oliver	R		3.50	660	2.28							\$1,502	
65	Pablo James & Maria Rapeta	R		3.50	440	2.28			200				\$1,201	
66	Ronald & Toni Bronner	R		3.50	440	2.28							\$1,001	
67	Carmen Chavez	R		3.50	440	2.28			200				\$1,201	
68		R		3.50	440	2.28							\$1,001	
69	Torrijos LLC	C		10.00	1080	6.50			1000				\$8,020	
70	BMP Realty Inc	C	8	10.00	1137	6.50							\$7,471	
71	Thomas & Roxanne Kaminski	R	7	3.50	1349	2.28							\$3,093	
72	E & K Durand LLC	C	8	10.00	1546	6.50							\$10,129	

ESTIMATE - LONG FORM

Project ID:	2260-07-20
Road:	DURAND AVENUE

County:	Racine
Estimated By:	Racine City Attorney

Date:	02/12/14
Highway:	11
Grand Total: \$	869,912

Relocation Order Number:

5 ARE IN SQUARE FEE

Note: Last column indicates appraisal complexity

Parcel Info			Fee Acquisition		TLE		PLE		Added Damages		Displaced		Total Estimate	
P #	Owner	Size/Use	Size (existing)	Price/Unit Damage	Size	Price/Unit Damage	Size	Price/Unit Damage	Landscaping Improvements Cost to Cure	Access Rights Proximity Severance	Relo	Demo		C
73	Mystic Hair Studio Inc	C		10.00	889	6.50			100				\$5,879	
74	Mildred Tweedt Life Estate	R	7	3.50	1030	2.28			1500				\$3,868	
75	Bonnie Roth & Lisa Bulicek	R		3.50	738	2.28							\$1,679	
76	Bradley & Amanda Smith	R		3.50	730	2.28							\$1,661	
77	Angel & Aleita Antongiorgi	R		3.50	407	2.28							\$926	
78	Bobby & Lora Collins	R		3.50	520	2.28							\$1,183	
79	Carlos Rangel	R		3.50	520	2.28							\$1,183	
80	Sonia Machado	R		3.50	520	2.28							\$1,183	
81	Robert & Sharon Fenkl	R		3.50	520	2.28			100				\$1,283	
82	Fanny Mae	R		3.50	520	2.28			500				\$1,683	
83	Katt Holdings LLC	C		10.00	494	6.50							\$3,211	
84	Lowell Katt Property Trust	C		10.00	604	6.50							\$3,926	
85	St Lucy Congregation	C		10.00	627	6.50							\$4,076	
86	Baylor & Paraganian	C	1957	10.00	1525	6.50							\$39,483	
87	SE Wis Youth for Christ Inc	C	1462	10.00	736	6.50			10000				\$39,404	
88	Vincente & Denise Compos	R		3.50	778	2.28			700				\$2,470	
89	Helen Lim	R		3.50	722	2.28			0				\$1,643	
90	Randall Kranz	R		3.50	451	2.28			100				\$1,126	
91	John & Gloria Younk	C	5	10.00	1088	6.50			500				\$7,622	
92	Carrine Fenkl	C	574	10.00	1410	6.50			25000		25000		\$64,905	C
93	Carlos & Anita Albiter	C	635	10.00	964	6.50							\$12,616	
94	Durand Durand LLC	C	2090	10.00	4537	6.50							\$50,391	
95	Auto Zone	C	865	10.00	1534	6.50			1500				\$20,121	

ESTIMATE - LONG FORM

Project ID:	2260-07-20
Road:	DURAND AVENUE

County:	Racine
Estimated By:	Racine City Attorney

Date:	02/12/14
Highway:	11
Grand Total: \$	869,912

Relocation Order Number:

\$ ARE IN SQUARE FEE

Note: Last column indicates appraisal complexity

Parcel Info			Fee Acquisition		TLE		PLE		Added Damages		Displaced		Total Estimate	
P #	Owner	Size/Use	Size (existing)	Price/Unit Damage	Size	Price/Unit Damage	Size	Price/Unit Damage	Landscaping Improvements Cost to Cure	Access Rights Proximity Severance	Relo	Demo	C	

Relocation: # = \$

RIGHT OF WAY TOTAL

Delivery (labor)

Contracts

Demolition: # = \$

GRAND TOTAL

\$40,000

\$829,912

\$869,912

\$130 per 5X6 concrete
\$4/sf asphalt
\$10/linear foot fence
\$5K / parking space
\$50 / bush
\$350 / tree

Example of Project Cost Allocation (Local Program)

PROJECT COST ALLOCATION / ENCUMBRANCE

RE1532 06/2016

Wisconsin Department of Transportation

To: Bureau of State Highway Programs (BSHP)
Program Finance Section

From: Real Estate Management
LPA Region

Project
2505-00-23
SOUTH 13TH STREET
W DREXEL AVE TO W RAWSON AVE
CTH - V
Milwaukee County

BSHP Approval

BTS-RE Finance Unit Use Only:

Initials

Date

- ☒ Original
☐ Revision
☐ Fiscal Year Encumbrance
☐ Litigation

- ☐ 8700161 - State
☐ 8700153 - County
☐ 8705103 - Local
☐ 8700231 - Litigation

NON-DELIVERY

- | | | |
|---|---------------|---------------|
| 1. Estimated right of way costs of all parcels (Exclusive of reimbursable utilities. See attached Parcel Cost Estimate. | \$ 223,834.00 | |
| 2. Estimated relocation assistance and moving costs. | \$ 0.00 | |
| 3. Amount to be encumbered. (Total of Lines 1 & 2) | | \$ 223,834.00 |
| 4. Other contracts for razing, site clearance (Encumbered separately) | | \$ 0.00 |
| 5. Litigation (Encumbered separately) | | \$ |

DELIVERY

- | | | |
|--|--------------|---------------|
| 6a. Estimated Labor Costs | \$ 15,000.00 | |
| 6b. Contracts (Title, Appraisals, etc.) | \$ 0.00 | |
| 6c. Total Delivery | | \$ 15,000.00 |
| 6d. Percent of Delivery (6c. divided by Line 3) | 6.70 % | |
| 7. Total Acquisition Cost Estimate: (Total of Lines 3, 4, 5 & 6c) | | \$ 238,834.00 |

(Regional Planning Section)

(Date)

(Regional Real Estate Representative)

(Date)



Q J 5 8 6 8 8 6

Project Cost Allocation (RE1532)
INSTRUCTIONS

Item Explanation

1. Includes all costs under the following account codes:

8700161 - State with Federal Funds
8700153 - County with FHWA or State Funds
8705103 - Local with FHWA or State Funds
8700231 - Litigation

Do NOT include costs that will be shown under Item 2 relating to relocation assistance.
Do NOT include costs that will be shown under Item 5 relating to litigation.

2. Includes all costs under account codes 8700161, 8700153, 8705103, or 8700231 that relate to relocation assistance and moving costs.
3. **Total** of Items 1 & 2. This amount will be **encumbered** in the computerized contract file.
4. Includes all costs under account code 8700137, 8700139, or 8700140 for contract work such as razing or site clearance. Separate encumbrance action is required.
5. Includes all costs under account code 8700231 for Litigation. Separate encumbrance action is required.
- 6a. The engineering or delivery cost estimate will use the real estate person-power matrix. DOT staff person-days estimated using this matrix times the Average Real Estate Person-day Rate will produce the **state** delivery cost estimate. These rates will be computed and published each state fiscal year.
- 6b. Delivery functions determined to be performed by outside DOT staff will be separated in the matrix estimating process. This estimate will be placed on the **contract delivery cost line**. These costs include account codes 8700000 and 8700229. Separate encumbrance action is required.
- 6c. Summation of 6a and 6b.
- 6d. The percent of labor and other contracts from the total cost.
7. **The Total Acquisition Cost Estimate.** Total of Items 3, 4, 5 and 6c.
8. Includes all parcels on this project. If parcels are added or deleted, this item will reflect these revisions.

Example of Project Cost Allocation (Connecting Hwy)

PROJECT COST ALLOCATION

RE1532 04/2015 (Replaces RE3021)

Wisconsin Department of Transportation

To: Bureau of State Highway Programs (BSHP)
Program Finance Section, Room #

From: Real Estate Management LPA Region

Project

3110-02-21

STH 59 Elkhorn Road

Newcomb Street to USH 12

STH 59

Walworth County

BSHP Approval

BTS-RE Finance Unit Use Only:

Order Number Assigned

Initials

Date

☒ Original

☐ Revision #

☐ Final

☐ Phased Phase Number

☐ 5550 - State

☐ 5526 - County

☐ 5531 - Local

NON-DELIVERY

1. Estimated right of way costs of all parcels (Exclusive of reimbursable utilities). See attached Parcel Cost Estimate. \$ 131,225.00
2. Estimated relocation assistance and moving costs. \$ 0.00
3. Amount to be encumbered. (Total of Lines 1 & 2) \$ 131,225.00
4. Other contracts for razing, site clearance (Encumbered separately) \$ 0.00

DELIVERY

- 5a. Estimated Labor Costs \$ 12,500.00
- 5b. Contracts (Title, Appraisals, etc.) \$ 0.00
- 5c. Total Delivery \$ 12,500.00
- 5d. Percent of Delivery (5c. divided by Line 3) 9.53 %
6. Total Acquisition Cost Estimate: (Total of Lines 3, 4 & 5c) \$ 143,725.00

- | | | |
|--|----------------|----|
| 7. Total number of parcels on project. | Previous | 25 |
| | + or - Revised | 0 |
| | Total | 25 |

8. Project Concepts

10/1/2015

(Regional Planning Section)

Thomas P. Longtin

10/1/2015
(Date)

Robert Duffeck

(Regional Real Estate Representative)

(Date)

**Project Cost Allocation (RE1532)
INSTRUCTIONS**

Item Explanation

1. Includes all costs under the following class/object codes:

5550 - State with Federal Funds
5526 - County with FHWA or State Funds
5531 - Local with FHWA or State Funds

Do NOT include costs that will be shown under Item 2 relating to relocation assistance.

2. Includes all costs under class/object codes 5550, 5526, or 5531 that relate to relocation assistance and moving costs.
3. **Total** of Items 1 & 2. This amount will be **encumbered** in the computerized contract file.
4. Includes all costs under class/object code 5510, 5512, or 5513 for contract work such as razing or site clearance. Separate encumbrance action is required.
- 5a. The engineering or delivery cost estimate will use the real estate person-power matrix. DOT staff person-days estimated using this matrix times the Average Real Estate Person-day Rate will produce the **state** delivery cost estimate. These rates will be computed and published each state fiscal year.
- 5b. Delivery functions determined to be performed by outside DOT staff will be separated in the matrix estimating process. This estimate will be placed on the **contract delivery cost line**. These costs include class/object codes 5505 and 5506. Separate encumbrance action is required.
- 5c. Summation of 5a and 5b.
- 5d. The percent of labor and other contracts from the total cost.
6. **The Total Acquisition Cost Estimate.** Total of Items 3, 4 and 5c.
7. Includes all parcels on this project. If parcels are added or deleted, this item will reflect these revisions.
8. Project Concepts: Give a brief overview of the project, such as the type of facility proposed, proposed access, unusual problems anticipated, etc.

Note: If completing the Real Estate Encumbrance - Change Order (RE1597), a revised Project Cost Allocation will be needed.



Division of Transportation
System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

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

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662
E-Mail: waukesha.dtd@dot.wi.gov

July 27, 2015

Example of Federal Authorization of Expenditures Letter

Andrea Weddle-Henning
Transportation Engineering Manager
10437 Innovation Drive, Suite 5 (5th Floor)
Wauwatosa WI 53226

Dear Ms. Weddle-Henning:

SUBJECT: I.D. 2216-01-20
West Mill Road
N. 43rd St. to N. Sydney Place
Milwaukee County

The real estate phase of the project identified above has been authorized for expenditures effective July 22, 2015. The project is scheduled for a May 10, 2016 LET. Appropriate costs incurred, including our review of your plan development, will be eligible for Federal/State participation from the effective date. As indicated on the "Project Agreement" you executed, you will be responsible for all costs incurred which do not comply with the Wisconsin Facilities Development Manual (FDM) or applicable Federal/State requirements. You will also be responsible for all costs incurred in excess of Federal/State participation.

Before starting the real estate of your project, please contact Stan Lukasz, DAAR Engineering, Inc. at (414) 225-9817 for guidance regarding project and contract scoping. If the project will be designed by a consultant, proper consultant selection and a three-party contract is required. If the project will be designed by in-house/municipal engineer, a two-party contract or work order will be required.

If you have any questions concerning plan development, please contact Project Manager Joan Bonack at (262) 521-.

Sincerely,

Kathy Bender
Transportation Program Coordinator

c: Joan Bonack, SE Region LP Manager
DAAR Engineering, Inc.
File

FINAL R/W PLAT

RELOCATION ORDER

TABLE OF CONTENTS ON TRADITIONAL FINAL R/W PLAT & RELOCATION ORDER

This Section is required on Local R/E Funded & State/Federal R/E Funded Projects

- Final Traditional R/W Plat and Relocation Order Review Notes
- Instructions for completion of Relocation Order form 1708
- Example of Relocation Order form 1708
- Example of LPA's version of Relocation Order

FINAL TRADITIONAL RIGHT OF WAY PLAT / RELOCATION ORDER

Final R/W Plat

- Confirm “Required” comments on Preliminary Plat were corrected
 - “Recommended” comments are not mandatory corrections;

Relocation Order

- There are two versions of a Relocation Order for Traditional R/W Plats. Both are acceptable but please make sure the LPA’s statutes and termini are correct.
 - 1) The LPA form 1708 from the LPA Manual;
 - 2) The Municipalities Version;
- Check for accuracy that Termini on R/W Plat agrees with Termini in the Relocation Order
- Confirm R/W Plat date (1st box, Line 2) is date of Plat approval
- Review the lower section of Relocation Order for specific statutes that must be included when project limits involve one or more municipalities:
 - City – Chapter 62.22
 - County – Chapter 83.07 & 83.08
 - Village – Chapter 61.34(3), (3M), & 61.36
 - Town – Chapter 60.50 & 82.12
- For Traditional R/W Plats:
 - The LPA has 20 days to **FILE** the Relocation Order with the County Clerk from the date the Relocation Order is executed (last line on Relocation Order);
- For Transportation Project Plats:
 - The LPA has 20 days to **RECORD** the TPP with the Register of Deeds

Upload Final R/W Plat and Relocation Order in READS, any Amended TPP Sheet(s) or Affidavit of Corrections;

INSTRUCTIONS for RELOCATION ORDER (Form LPA 1708)

1. R/W Project ID (found at upper right of the Title Page)
2. 39th Avenue
3. Local Road
4. Kenosha
5. Date R/W Plat was approved by LPA (Found in the lower right corner of R/W Plat Title Page - box 15);
6. Include sheet Nos. from Title Sheet thru last r/w plat sheet;
7. On the 1st Relocation Order, insert "Original". On any additional Relocation Orders (due to revisions once the original is filed), the date from previous relocation order (box 14) will appear in box 7 and revised date of r/w plat is shown in box 16 on Title sheet and box 5 as the 2nd r/w plat date.
8. Termini – to be shown exactly as noted on Final Title Sheet, on box 8 of title sheet, [Begin Project ID 3729-00-04, Sta 10+00.00, 0.00' North and 0.00' East of the SE Corner of Sec. 23, T1N, R22E in the Village of Pleasant Prairie, Kenosha County, Wisconsin continuing northerly 0.59 miles to Sta 42+00.00, 531.96' North and 15.99' West of the East 1/4 corner of Sec.23, T1N, R22E in the Village of Pleasant Prairie, Kenosha County, Wisconsin.
9. Sections 61.34(3), (3m) and 61.36 (Village Statutes as shown on page 15 of LPA Manual);
10. Village of Pleasant Prairie
11. Village of Pleasant Prairie
12. Village of Pleasant Prairie
- 13 & 14. Signature & Date that authorized individual signs Relocation Order.
Does not have to be the date that the County Board passes the resolution.

Once the Relocation Order has been signed (box 14), County has 20 days to file the Relocation Order with approved R/W Plat at the County Clerk's office.

RELOCATION ORDER

LPA1708 08/2011 (Replaces LPA3006)

Project 1	Road name 2	Highway 3	County 4
Right of way plat date 5	Plat sheet number(s) 6	Previously approved Relocation Order date 7	

Description of termini of project:

8

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections **9** and **9**, Wisconsin Statutes, ~~the~~ **10** orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: **11**
3. This order supersedes and amends any previous order issued by the: **12**

13
Name and Title

14
Date

Example of Relocation Order form 1708

RELOCATION ORDER

LPA1708 08/2011 (Replaces LP/1708000)

Project 4880-01-00/70	Road name MAIN STREET (West Village Limits to Beech Street)	Highway CTH D	County OZAUKEE
Right of way plat date 12/12/2016	Plat sheet number(s) 4.01 through 4.13	Previously approved Relocation Order date Original	

Description of termini of project: Begin Project ID 4880-01-00, Sta. 44+00.00, 17.71' South and 751.11' West of the Northeast Corner of Section 21, T12N, R22E in the Village of Belgium, Ozaukee County, Wisconsin continuing east 0.630 miles along the reference line of CTH D (Main Street) within the right-of-way shown on the plat to Sta. 77+25.00, 1.58' South and 66.39' West of the South Quarter Corner of Section 15, T12N, R22E in the Village of Belgium, Ozaukee County, Wisconsin, and there terminating.

OZAUKEE COUNTY
FILED

DEC 29 2016

COUNTY CLERK

OZAUKEE COUNTY
FILED

DEC 29 2016

COUNTY CLERK

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Section 83.07, 83.08 and 32.05, Wisconsin Statutes, Ozaukee County orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: Ozaukee County.
3. This order supersedes and amends any previous order issued by: Ozaukee County.

 12/29/16
Jon Edgren, Public Works Director Date

Example of LPA's Version of Relocation

CERTIFICATE

STATE OF WISCONSIN)

:SS

WAUKESHA COUNTY)

I, Kelly Yaeger, Deputy County Clerk in and for the County of Waukesha, State of Wisconsin, DO HEREBY CERTIFY that the attached Enrolled Ordinance 171-18 was adopted by the Waukesha County Board of Supervisors in regular session on the 28th day of June, 2016.

CERTIFIED this 27th day of July, A.D., 2016.


Kelly Yaeger
Deputy County Clerk, CERA

ENROLLED ORDINANCE 171-18

LAYING OUT, RELOCATION AND IMPROVEMENT OF
COUNTY TRUNK HIGHWAY I – BELOIT ROAD
WAUKESHA COUNTY PROJECT I.D. 2790-00-00

WHEREAS, the County Board of Supervisors of Waukesha County finds that the proper improvement in maintenance of County Trunk Highway I in the City of New Berlin from a point that is 749.53 Feet East and 88.32 Feet North of the West one-quarter corner of Section 28, Town 6 North, Range 20 East in the City of New Berlin, Waukesha County, State of Wisconsin to a point that is 1,403.18 Feet North of and 620.94 Feet West of the East one-quarter corner of Section 27, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin requires certain relocation or changes and the acquisition of certain rights of way as shown on the plat marked "Plat of Right of Way Required for Beloit Road (C.T.H. I) Project I.D. 2790-00-00, C.T.H. "ES" TO C.T.H. "O".

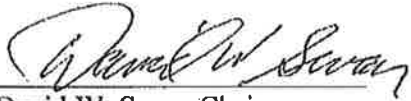
THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the plat marked "Plat of Right of Way Required for Beloit Road (C.T.H. I) Project I.D. 2790-00-00, C.T.H. "ES" TO C.T.H. "O" on file in the County Clerk's office is adopted by reference under the authority granted by Section 83.08 and Chapter 32 of the Wisconsin Statutes.

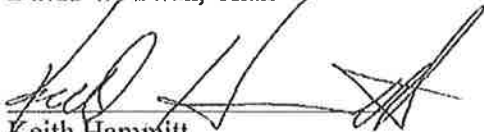
IT IS FURTHER ORDAINED that County Trunk Highway I is hereby changed or relocated from a point that is from a point that is 749.53 Feet East and 88.32 Feet North of the West one-quarter corner of Section 28, Town 6 North, Range 20 East in the City of New Berlin, Waukesha County, State of Wisconsin to a point that is 1,403.18 Feet North of and 620.94 Feet West of the East one-quarter corner of Section 27, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, State of Wisconsin in accordance with the plat marked "Plat of Right of Way Required for Beloit Road (C.T.H. I) Project I.D. 2790-00-00, C.T.H. "ES" TO C.T.H. "O".

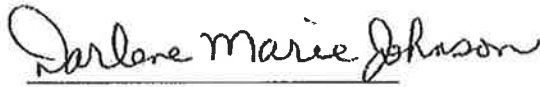
IT IS FURTHER ORDAINED that the County shall acquire those rights of way and other interests as shown on the plat marked "Plat of Right of Way Required for Beloit Road (C.T.H. I) Project I.D. 2790-00-00, C.T.H. "ES" TO C.T.H. "O".

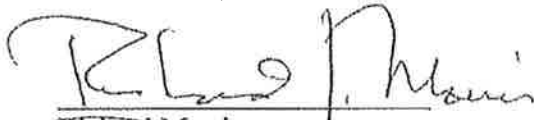
LAYING OUT, RELOCATION AND IMPROVEMENT OF
COUNTY TRUNK HIGHWAY I - BELOIT ROAD
WAUKESHA COUNTY PROJECT I.D. 2790-00-00

Presented by:
Public Works Committee


David W. Swan, Chair



Keith Hammitt


Darlene M. Johnson

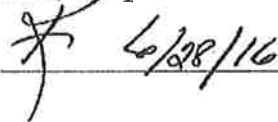
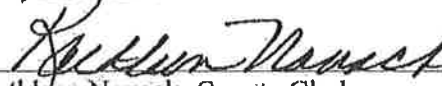

Richard Morris


Thomas J. Schellinger



Steve Whittow


Chuck Wood

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date:  6/28/16, 
Kathleen Novack, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: 
Vetoed: _____

Date:  7/6/16, 
Paul Farrow, County Executive

REAL ESTATE ACQUISITION SOLICITATION PROCESS

TABLE OF CONTENTS ON SELECTION OF VENDOR (BIDDING) PROCESS REVIEW

This Section is Required on State/Federal Funded Projects Only

- Selection of Vendor (Bidding) Process Review Notes
- Example of Selection Process

SELECTION OF VENDOR (BIDDING) PROCESS REVIEW

- To be used **only** when there is State Funding in Real Estate Connecting Highways or Federal Funding in Real Estate Local Program Projects.
- LPAs must follow the open and competitive bidding procedures whenever there is state and/or federal funding in the right of way acquisition phase of the project. Reference 49 CFR 18.36 - Procurement. Depending on the amount of the contract, LPAs will follow **one of the two** processes outlined below.
- **Small purchase procedure (contracts with Consultants not Parcel Damage Compensation \$100,000 or less):** This is a procurement process whereby a minimum of **three(3) qualified vendors** are contacted and given an objective set of criteria such as description of the project, project completion date, etc. Vendors include a price proposal as a component of their response. The LPA must then base its selection from the responses and must document information, including: firms contacted, their responses, which was selected, rationale for selection and the names of the selection committee. Vendors are allowed to give verbal responses. Written responses may be requested but not required.
- **Formal procurement procedure (contracts with Consultants not Parcel Damage Compensation greater than \$100,000):** These contracts must use a formal solicitation/advertisement process. This may be accomplished through local or state newspapers, or **through a roster of eligible consultants**. A Request for Proposal (RFP) is typically used. Interested consultants respond with the requested information. A selection committee reviews the responses and then selects the consultant most qualified to perform work. Price is a component of the RFP and is used in conjunction with other qualifications to determine the selection. Documentation must include the rationale for the selection and names of the selection committee.
- See Example of Selection Process
- Selection Process shall be uploaded into READS

TABLE OF CONTENTS ON COST ESTIMATE & PROJECT COST ALLOCATION

This Section is Required on State/Federal Funded Projects Only

- Cost Estimate and Project Cost Allocation Review Notes
- Cost Estimate Guide and Instructions
- Cost Estimate Form
- Example of Cost Estimate
- Example of Project Cost Allocation (Local Program)
- Example of Project Cost Allocation (Connecting Hwy)
- Example of Federal Authorization of Expenditures Letter

Example of Selection Process

Attachment – A –

PROFESSIONAL SERVICE CONTRACT PROCUREMENT PROCESS CHECKLIST

Contract Number: *RFP 15-108 Project ID 2788-00-22*

Capital Project Number and Name (if any): *200917 Waukesha West Bypass*

Award is made to: The Highland Group (highest rated proposer)

Total Contract Amount \$119,645 Budgeted Amount (1st year) \$200,000

Is the proposal within budget? X Yes No (Requires detailed explanation of funding availability)

Contract Cost	1 st year	\$119,645
	2 nd year	\$
	3 rd year	\$
	4 th year	\$
	5 th year	\$

1. Request for Proposal (RFP) Requirements/Specifications:

- A. Proposal was totally responsive to RFP? Yes No
- B. Advertising & solicitation of potential proposers was done? Yes No
- C. Were interviews required? Yes No
- D. List criteria and weight stated in the RFP used to evaluate this proposal.

1. Consultant Qualifications	10%
2. Experience and Qualifications of Project Team	40%
3. Present and committed workload	25%
4. Cost	25%

- E. Proposals were evaluated solely on the related criteria? Yes No

2. Evaluation committee Membership: I, a member, certify that I am free of a personal or financial relationship with the above proposer (as defined in the County's Code of Ethics).

Name	Title	Signature	Date
Cindy Greco	Principal Buyer	<i>Cindy Greco</i>	<i>6/11/15</i>
Gary Evans	Engineering Services Manager	<i>Gary P. Evans</i>	<i>6/11/15</i>
Karen Braun	Senior Civil Engineer	<i>Karen Braun</i>	<i>6/11/15</i>
Robert Kolb	Waukesha County Board Supervisor	<i>Robert L. Kolb</i>	<i>6/11/15</i>

3. Supervising Administrator for Contract Implementation: Allison Bussler, Director of Public Works
I certify that this RFP is in accordance with the County Board's adopted professional service contract procurement process.

Name/Title: Allison Bussler, Director of Public Works

4. ATTACH COMPOSITE (OR POST COMPOSITE IF APPLICABLE) TECHNICAL/COST SPREADSHEET.

Formal RFP # 15-108DPW
Real Estate Acquisition Services-Waukesha West Bypass Phase 1

COMPOSITE RATING

RATING CRITERIA	Max %	The Highland Group of WI	MSA Professional Services	Prairie Land Services	SRF Consulting Group
Consultants Qualifications	10%	9.25%	8.75%	8.00%	7.50%
Experience & Qualifications of Project Team	40%	37.00%	34.50%	31.75%	33.25%
Consultants Present & Committed Work Load	25%	22.25%	14.75%	18.00%	15.25%
SUBTOTAL		68.50%	58.00%	57.75%	56.00%
Cost	25%	21.63%	25.00%	22.42%	11.95%
TOTAL	100%	90.13%	83.00%	80.17%	67.95%

TOTAL COST: \$119,645 \$103,500 \$115,400 \$216,467

CONTRACT FOR CONSULTANT SERVICES

(WISDOT CONTRACT LANGUAGE)

TABLE OF CONTENTS ON CONTRACT FOR CONSULTANT SERVICES

This Section is required on State/Federal Real Estate Funded Projects

- **Contract for Consultant Services Review Notes**
- **Wisconsin State Contract Language Parts 1 thru 11**
- **Example of Signed Contract**

CONTRACT FOR CONSULTANT SERVICES REVIEW

To be used **only** when there is State Funding in Real Estate Connecting Highways or Federal Funding in Real Estate Local Program Projects.

CONTRACTS

- When State and/or Federal funds are involved in the right of way acquisition, contracts for consultant services in the areas of appraisal, negotiation and relocation must be reviewed by the MC and then approved by the R/E Coordinator. No work is permitted to begin under any of these contracts prior to obtaining WisDOT approval.
- The use of WisDOT standard contract language and contract forms is required. Please see the following parts that apply to your project:
 - Part 1 - LPA WisDOT Contract Bid Cover Sheet
 - Part 2 – LPA Contract Boiler Plate
 - Part 3 – Project Manager
 - Part 4 – Appraisal Special Provisions (rev 10.8.13)
 - Part 4a – Exhibit “A” (continued) Appraisal Parcel Fees
 - Part 5 – Acquisition-Negotiation Special Provisions (rev 10.8.13)
 - Part 5a – Exhibit “B” (continued) Negotiation Parcel Fees
 - Part 6 – Appraisal Review – Special Provisions (rev 10.8.13)
 - Part 7 – Relocation Contract
 - Part 8- Title Search Contract
 - Part 9 - Asbestos Investigation
 - Part 10 - Asbestos Removal
 - Part 11 – Required Nondiscrimination Provision
- Parts 3, 8 are very rarely used; Parts 9, 10 are used only when demolition is required;
- See attached parts

Part 1

CONSULTANTS BID COVER SHEET

Project: _____
Highway: _____
County: _____

Submit Bid To:
Attn.: _____
Address: _____

Bid due to the above by No Later Than - _____

Vendor/Consultant: _____

Address: _____

Names of persons providing the Appraisal Service (Please include names of all appraisers/staff who will be working on the project and/or signing/co-signing the reports):

Total bid for Appraisals on project : \$ _____

By: _____

Title: _____

Date: _____

Phone Number: _____

Social Security Number or FEIN (Required): _____

Contract Awarded: _____

Part 2

Local Public Agency _____ Contract No. _____

CONTRACT BETWEEN
THE MUNICIPALITY OF _____ (MUNICIPALITY),
AND _____ (CONSULTANT).

Project: _____

Termini: _____

Highway: _____

County : _____

The CONSULTANT Representative is _____, whose
work address/telephone number is: _____

The MUNICIPALITY Representative is _____, whose
work address/telephone number is: _____

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$ _____.

This contract will extend for the term of _____ years/months,
Beginning on _____ / _____ / _____, Ending on _____ / _____ / _____.
month day year month day year

For the CONSULTANT

By: _____

Title: _____

Date: _____

Social Security Number or FEIN

For the MUNICIPALITY of _____

Authorized Official

Title

Date

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STANDARD PROVISIONS

I. SCOPE OF SERVICES

(1) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the MUNICIPALITY OF _____ (HEREON KNOWN AS MUNICIPALITY).

(2) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and requirements contained in the current Real Estate Program Manual (MANUAL). The MUNICIPALITY shall provide copies of the appropriate Manual section to the CONSULTANT upon request.

(3) The CONSULTANT shall from time to time during the progress of the services confer with the MUNICIPALITY and shall prepare and present such information, studies, or reports as may be necessary or as may be requested by the MUNICIPALITY to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the services as may be required by the MUNICIPALITY. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by the MUNICIPALITY required changes in the detail of the services.

4) Meetings may be scheduled at the request of the CONSULTANT or the MUNICIPALITY for the purpose of discussing and reviewing the services under this CONTRACT. Meetings may include a visit to the PROJECT site. Meeting schedules are to be coordinated with the MUNICIPALITY Representative.

II. PROSECUTION AND PROGRESS

A. GENERAL

(1) Services under this CONTRACT shall commence upon notification from the MUNICIPALITY to the CONSULTANT, which order will constitute authorization to proceed.

(2) The CONSULTANT shall complete the services under this CONTRACT within the specified time for completion. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the MUNICIPALITY in the event of a delay attributable to the MUNICIPALITY, or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.

(3) The CONSULTANT may notify the MUNICIPALITY in writing when the services have been completed. Upon the MUNICIPALITY subsequent determination that the services have satisfactorily been completed, the MUNICIPALITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed services.

(4) Unless the CONTRACT has been terminated prior to completion of the services, the CONTRACT shall not be considered terminated upon completion and acceptance of the services, or upon final payment, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections to the services as are necessary for correcting errors or omissions made by the CONSULTANT.

B. DELAYS AND EXTENSIONS

(1) Delays in completing the services within the time provided for completion for reasons not attributable to the CONSULTANT may constitute justification for additional compensation to the extent of documented increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustment.

(2) Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of this CONTRACT by the other party.

(3) The MUNICIPALITY reserves the right to reduce the remaining contract compensation by _____ for each business day (Saturday, Sunday, and Legal Holidays excluded) that the contracted service is late.

(NOTE: Item II (B)(3) is not applicable when FEDERAL dollars are used for real estate purposes.)

C. TERMINATION

(1) The MUNICIPALITY reserves the right to terminate all or part of this CONTRACT at any time with not less than ten days written notice to the CONSULTANT.

(2) In the event the CONTRACT is terminated by the MUNICIPALITY without fault on the part of the CONSULTANT, or by the CONSULTANT under II.B(2) above, the CONSULTANT shall be paid a prorated amount for the services rendered. The prorated amount shall be the same ratio to the total CONTRACT price as the percent of services completed or partially completed and delivered to the MUNICIPALITY, as determined by mutual agreement between the MUNICIPALITY and the CONSULTANT as a CONTRACT amendment.

(3) In the event the services of the CONSULTANT are terminated by the MUNICIPALITY for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value for the services rendered and delivered to the MUNICIPALITY up to the time of termination. The value of the services will be determined by the MUNICIPALITY.

(4) In the event of the death of any member or partner of the CONSULTANT'S firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the MUNICIPALITY and the survivors, in which case the CONSULTANT will be paid as set forth in II.C.(2) above.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

(1) The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the MUNICIPALITY.

(2) Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.

(3) No subcontracting or assignment of any services under this CONTRACT shall state, imply, intend, or be constructed to limit the legal liability of the CONSULTANT or the sub-consultant.

III. BASIS OF PAYMENT

(1) The CONSULTANT will be paid by the MUNICIPALITY for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, expenses, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT supplement. The CONSULTANT will not be compensated for poor or improper performance.

(2) The CONSULTANT shall submit detailed invoices not more often than once per month during the term of the CONTRACT, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the MUNICIPALITY within three months of completion of the CONTRACT. Final payment of any balance due to CONSULTANT will be made promptly after verification by the MUNICIPALITY, for completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the MUNICIPALITY. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.

(3) The MUNICIPALITY has the right to withhold any sum due and payable to the CONSULTANT under this CONTRACT, any amount the MUNICIPALITY determines the CONSULTANT owes the MUNICIPALITY, whether arising under this CONTRACT or under any other CONTRACT.

(4) The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the MUNICIPALITY, or WISCONSIN DEPARTMENT OF TRANSPORTATION, and FEDERAL HIGHWAY ADMINISTRATION(FHWA) during normal business hours in their respective offices for a period of five years following the financial closure of the project and final CONTRACT payment.

(5) If, in the CONSULTANT'S opinion, orders or instructions given by the MUNICIPALITY would require the discarding or redoing of services which were based upon earlier direction, approvals, or instructions given by the MUNICIPALITY, that would involve services not within the scope of services, the CONSULTANT must notify the MUNICIPALITY in writing if it desires extra compensation or a time extension. The MUNICIPALITY will review the CONSULTANT'S submittal, and if acceptable, approve a CONTRACT supplement.

IV MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF DOCUMENTS

At the option of the MUNICIPALITY and upon completion or termination of this CONTRACT all manuals, guides, written instructions, unused forms, books, information and documents furnished to the CONSULTANT by the MUNICIPALITY for performance of this CONTRACT or collected or prepared by the CONSULTANT in the performance of this CONTRACT shall be properly assembled, delivered, and become the property of the MUNICIPALITY. Documents collected or prepared by the CONSULTANT in the performance of this CONTRACT may be used without restriction by the MUNICIPALITY for any public purpose. Any such use shall be without compensation of liability to the CONSULTANT.

B. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty the MUNICIPALITY shall have the right to annul this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

C. LEGAL RELATIONS

(1) The CONSULTANT shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.

(2) In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the MUNICIPALITY, WISCONSIN DEPARTMENT OF TRANSPORTATION, or FHWA thereby, there shall be no personal liability upon the authorized representatives of the MUNICIPALITY, DEPARTMENT, and FHWA, it being understood that in such matters they act as agents and representatives of these agencies.

(3) The CONSULTANT shall be responsible for any and all damages to property or persons arising out of negligent act, error and/or omission in the CONSULTANT'S performance of the services under this CONTRACT.

(4) The CONSULTANT shall indemnify and save harmless the MUNICIPALITY, DEPARTMENT, and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence, errors or omissions of the CONSULTANT in conjunction with performance and completion of the services covered by this CONTRACT.

D. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01(5)Wis. Stats., sexual orientation as defined in sec. 111.32(13m)Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship. Except with respect to sexual orientation, the CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

If there are federal funds on the project the "REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACT", State of Wisconsin/Department of Transportation, RE 1004 88 (Replaces RA 124) must be attached to the contract.

E. ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the MUNICIPALITY for any losses to or costs to repair or remedy as a result of the CONSULTANT'S negligent acts, errors, or omissions.

F. CONFLICT OF INTEREST

The CONSULTANT warrants it has no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this CONTRACT. The CONSULTANT shall not employ any person currently employed by the MUNICIPALITY for any services included under the provisions of this CONTRACT.

G. DISADVANTAGED BUSINESS UTILIZATION

The CONSULTANT agrees to ensure that Disadvantaged Businesses as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT by the MUNICIPALITY or other such remedy as the MUNICIPALITY deems appropriate.

The CONSULTANT shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of services.

The CONSULTANT shall maintain records and document its performance under this item.

H. CONTINGENCY FEES

These fees allow flexibility for payment for services that go beyond the contracted scope of work and include such things as, additional parcels, changes required to previously accepted work because of project changes, meetings required by DOT for consultation beyond the scope of the contract and any other additional services needed. This does not include time or expense for correcting contractor errors or meetings requested by the contractor/agency to clarify the assignment.

All CONSULTANT real estate services, including appraisals, negotiations, acquisition services, maintenance of properties, relocation, and maintenance of project and parcel files, will be according to Wisconsin State Statutes, Wisconsin Administrative Codes, and the Wisconsin Department of Transportation Division of Highways Real Estate Program Manual.

Provide a Real Estate Project Manager	Preparation of nominal value offers
Prepare Acquisition Stage Relocation Plan	Coordinate with utility moves
All title search services	Complete appraisal services
Pre-project conferences	Complete relocation services
Preparation of all parcel files	Complete acquisition services
Project spread sheets	Recording all appropriate documents
Preparation of R/W certifications	Coordination of all plat revisions
Coordination with razing contracts	Appraisal objective reviews

Any CONSULTANT staff providing services under any particular real estate functional area that requires certifications, special requirements, special expertise, or are required to be pre-approved for that functional area, must be approved by the MUNICIPALITY. Any subsequent changes or additions to that staff must be approved by the MUNICIPALITY.

FUNCTION or TASK	NAME
------------------	------

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

VI. CONSULTANT PROJECT MANAGEMENT

The CONSULTANT will provide a Real Estate Project Manager with sufficient experience and capability to provide an acceptable level of management and coordination of all the functional areas. Functional areas are defined as appraisal, negotiation, relocation, and lands management. This will include the responsibility to insure that all of these functional areas are accomplished according to the appropriate laws, statutes, codes, and policies. Beyond the defined functional areas, the project manager will provide the coordination, oversight, and leadership required to deliver the project in a professional, timely, and cost effective manner.

The CONSULTANT Project Manager will also be responsible for maintaining appropriate reports, spread sheets, and will be the lead contact between the CONSULTANT FIRM and the MUNICIPALITY.

The CONSULTANT Project Manager will be the RECOMMENDATION AUTHORITY on all (non-contract) submittals to the MUNICIPALITY to include but not limited to:

Acquisition Stage Relocation Plan
Nominal value parcel reports
Revised Offers
Right of Way Certifications

Vouchers for parcel payments
Rental agreements
Administrative Revisions

The CONSULTANT Project Manager will insure proper coordination is implemented and maintained between the consultant Real Estate staff and other Municipality personnel, or assigns, such as railroads, utilities, design, and construction.

Essentially, being responsible for the correctness, applicability, and implementation of all appropriate resources, staff, expenditures, documents, submittals, and any other activities related to real estate project management.

Note: This portion of the contract will be at Specific Rate. Documentation of hours, Specific Rate, direct expenses must be attached to this contract.

Consultant Project Manager: _____
(Name)

Costs for Consultant Project Management is:

Specific Rate up to \$ _____, plus Expenses of \$ _____.

Part 4

VII.

SPECIAL PROVISIONS REAL ESTATE – APPRAISAL

Wisconsin Department of Transportation

Revised 10/8/13

SCOPE OF SERVICES

A. Appraisal services

- (1) Adhere to the Real Estate Program Manual (REPM), specifically Chapter 2, for all appraisal services performed. The REPM (includes all required forms) is available to consultants as an extranet application. From the [WisDOT / Doing business](#) page, your Wisconsin User ID (WAMS) provides access the [consultant extranet](#) site and once logged in, go to the link under WisDOT manuals.

- (2) Appraisal submittal

The CONSULTANT will complete the assigned appraisal(s) and submit a draft for review to the DEPARTMENT on or before the dates as set forth in this Work Order agreement ("department" means, Wisconsin Department of Transportation). Any extension to time or deadlines must be expressly granted in writing by the DEPARTMENT through a formal amendment. As directed by the region, the CONSULTANT will use either the esubmit process described in the REPM/Chapter 2: Section 2.0 Electronic Appraisal Materials or our Real Estate Automated Data System (READS), approval required, for submitting appraisal reports to the DEPARTMENT.

Appraisal CONSULTANTS with a READS account and permissions approved will log onto the READS system page and follow the instructions for "[Using READS Esubmit - for appraisal consultants](#)." The CONSULTANT shall enter and maintain all READS appraisal related information in a timely, complete and appropriate manner. CONSULTANTS must be alert to developing technology, processing and process developments.

The CONSULTANT will furnish to the DEPARTMENT the desired appraisal report(s) in order to assist the DEPARTMENT in determining fair market value. Each appraisal shall include appropriate detail necessary to solve the appraisal problem, up to and including sketches, photos, maps, etc. and shall identify septic systems and all other items of importance. Per USPAP, unique or special use properties require that the appraiser be able to demonstrate that they have the necessary expertise, qualifications and experience relative to such appraisals. An allocation of damages shall be provided in full take appraisals. The allocation shall clearly identify all improvements, and their contributory value, in the before and after condition.

The CONSULTANT agrees to address/respond to all written requests for revisions or clarifications by the DEPARTMENT'S review appraiser within ten (10) business days.

The CONSULTANT further agrees to prepare appraisal reports utilizing font sizes legible to the naked eye, typically no smaller than 10 point font and maps need to be scaled for optimal readability. When including photos, reduce the color depth and/or resolution of photos prior to inserting into the appraisal and prior to creating the PDF for submittal to the DEPARTMENT (256 colors and 200 dots per inch (dpi) is generally acceptable). No appraisal or PDB should exceed 0.40 MB per page.

Upon submittal of the revisions and notice of acceptance of the report by the DEPARTMENT'S review appraiser, the CONSULTANT will forward three (3) final appraisal copies (five [5] copies if for relocation purposes) of the accepted report to the regional office within five (5) business days.

- (3) Misc. considerations

The appraiser who signs the appraisal must inspect the property being appraised. The specific tasks performed by each appraiser should be described in the appraisal report. The appraisal report can be co-signed by an appraiser trainee if he or she helped prepare the report.

By executing and agreeing to this Work Order, the CONSULTANT acknowledges and agrees that the DEPARTMENT'S approval of appraisal under this Work Order does not constitute the DEPARTMENT'S endorsement of any appraisal opinion or methodology produced in any context or in any other appraisal report. The CONSULTANT further acknowledges and agrees that their continued participation under an appraisal master contract with the DEPARTMENT and of itself does not constitute the DEPARTMENT'S endorsement of any specific appraisal opinion produced in any subsequent context, or endorsement of the methodology the appraiser may subsequently follow in any specific appraisal report. All appraisal reports or methodologies done pursuant to a contract with the state of Wisconsin go through a separate and independent professional review process.

Additionally, all provisions and language originally included as part of the larger appraisal master contract boilerplate document is hereby referenced and made a part of this Work Order agreement.

The parties also agree to all of the materials as referenced and attached as part of the 'Bid Tabulation' documents to be annexed and made a part of this Work Order.

Each applicable and required DEPARTMENT Real Estate specific form is available via the consultant extranet site by going to the Real Estate Program Manual (REPM)/Forms page.

(4) Appraisal formats

An explanation of each format is in REPM/Chapter 2: Section 2.6 Appraisal Formats.

(5) Project Data Book

An acceptable Project Data Book (PDB) will contain all comparable sales/rentals pertinent to the valuation of subject properties contracted to be appraised. See REPM/Chapter 2: Section 2.5 Project Data Book.

(6) Objective review

Each appraisal performed and submitted to the DEPARTMENT shall include a completed Appraisal Objective Review (unnumbered) as a tool to ensure compliance, organization and consistency of information.

(7) Technical review

A review appraiser will conduct a technical review of the appraisal using the Appraisal Review (DT2128) as a guide to determine if the appraisal is acceptable. Appraisal Review - Surplus Parcel (unnumbered) should be used where applicable.

(8) Evaluation

Performance evaluations are performed within 30 days of service after appraisal review acceptance using the Appraiser Performance Evaluation (DT2127).

(9) Retainer

The DEPARTMENT may not exercise a right to retain any portion of the CONSULTANT fee for matters only involving differences of professional opinion. Any matters not remedied after proper notice is given, unless the time to comply is specifically extended, shall constitute a material breach of this contract. As previously noted in Section A, the CONSULTANT agrees to address/respond to all written requests for revisions or clarifications by the DEPARTMENT's review appraiser within ten (10) business days.

(10) Invoicing

The CONSULTANT will complete the WisDOT Appraisal/Appraisal Review Invoice Spreadsheet for both the Consultant and any Subconsultants on the project. Totals from spreadsheets will be entered into the Consultant Contract Invoice (DT1510) form. Copies of the spreadsheets will be attached to the invoice. To complete the spreadsheet see instructions in the Instructions worksheet of the spreadsheet.

B. Fixture appraisal, if needed

A separate fixture appraisal report is required. Person(s) completing report is required to accompany main acquisition appraiser, acquisition and relocation agent and review appraiser during an on-site inspection. A fixture report is to identify fixtures attached to the real estate (along with in-place values) to be included in the acquisition amount; identify fixtures movable or attached considered personal that can be relocated; and, shall identify items not belonging to business (i.e., rented, leased, borrowed or owned by a third party, such as TYME machines, lottery equipment, etc.). All fixtures will have three associated values (replacement/cost new, fair market value/in use and salvage value). A fixture report shall also include a floor plan of site/building identifying each room/location, and include identifiers (numbers) that can be tied to each picture of a fixture.

Part 4A

EXHIBIT "A"

APPRAISAL PARCEL FEES

RE1002 88

(Replaces RA121)

APPRAISER:			DATE:			
Parcel #	Owner	Relocation ¹	Specialty Reports ²	Appraisal Format Required ³	Required Completion Date	Appraisal Fee
IF A NOMINAL WAIVER OF APPRAISAL GOES TO AN APPRAISAL, THE SHORT FORM APPRAISAL FEE WOULD BE \$ _____						
TOTAL APPRAISAL FEES						
COST ESTIMATE FEE						
IF SALES STUDY IS REQUIRED THE FEE WOULD BE \$ _____						
IF A PROJECT DATA BOOK IS REQUIRED THE FEE WOULD BE \$ _____						
TOTAL FEES						
PROJECT I.D.					COUNTY:	

¹ If this box is checked, you must confer with the Relocation Agent prior to beginning the appraisal assignment.

² If this box is checked, you must confer with the MUNICIPALITY prior to beginning the appraisal assignment.

³ Codes: **SF**(Short Format), **STD ABB** (Standard Abbreviated Format), **STD B&A** (Standard Before & After Format - Building Improvements to be appraised).

Part 5

VIII. SPECIAL PROVISIONS REAL ESTATE ACQUISITION/NEGOTIATION SERVICES

Wisconsin Department of Transportation

SCOPE OF SERVICES

A. Acquisition/negotiation services

(1) Adhere to the Real Estate Program Manual (REPM), specifically Chapter 3, for all acquisition/negotiation services performed. The REPM (includes all required forms) is available to consultants as an extranet application. From the [WisDOT](#) / [Doing business](#) page, your Wisconsin User ID (WAMS) provides access the [consultant extranet](#) site and once logged in, go to the link under WisDOT manuals.

(2) Acquisition/negotiation activities

The CONSULTANT shall supply to the DEPARTMENT the individual parcel folders at the time of parcel closing (but no later than 60 days after closing), with all appropriate and applicable files/docs included and in the order described here:

- | | |
|--|---|
| 1) Negotiation Diary | 13) Nominal Parcel Payment Report |
| 2) Owner Information Sheet | 15) Property inventory reports |
| 3) Copies of all recorded conveyances | 16) Most recent correspondence on top) |
| 4) Original recorded Partial Release of Mortgage or waiver | 17) Approved Offering Price Report |
| 5) Statement to Construction Engineer | 18) Appraisal Report |
| 6) Recorded Jurisdictional Offer | 19) Legal description |
| 7) Payment Request | 20) Introduction letter |
| 8) Purchase Agreement | 21) Title work |
| 9) Administrative Revision | 22) All other miscellaneous documents |
| 10) Closing Statement | |
| 11) Disposition of RE tax, pro-rated | Note: IRS forms and related personal information is confidential and should be handled appropriately. |
| 12) Nominal Payment – Waiver of Appraisal | |

The CONSULTANT shall send an introduction letter and the brochure to each parcel owner entitled, "Rights of Landowners Under Wisconsin Eminent Domain Law" (available on the web in [English](#) only).

The DEPARTMENT may meet with CONSULTANT prior to the initiation of negotiations to review any material or process pertinent to the acquisition process. The DEPARTMENT shall supply the CONSULTANT with the following as necessary:

Administrative Revision forms
Construction plans, profiles and cross sections
Design Study Report
Purchase Agreement forms

Revised Offering Price forms
Required tax forms (see www.irs.gov)
["Rights of Landowners"](#) brochure (web link)
Right of way plats

If nominal payment parcels are to be negotiated as part of this contract, the DEPARTMENT shall determine which parcels qualify as nominal parcels and identify such parcels. The CONSULTANT will determine the potential offering prices for all nominal parcels and provide the DEPARTMENT a completed report listing those nominal values for review and approval. The CONSULTANT shall submit a copy of the property owner's appraisal report along with a recommendation for payment or non-payment, to the DEPARTMENT for review.

When revised offers or administrative revisions are warranted due to errors, design changes, owner's counter offers, litigation protection or other reasons, the CONSULTANT shall attempt to secure a purchase agreement from the owner subject to approval by the DEPARTMENT in the case of a minor adjustment. When a significant increase is involved the CONSULTANT shall set up a conference with the DEPARTMENT to discuss the proposed settlement prior to making any commitments to the property owner. The

CONSULTANT should be prepared to present a recommendation and justification by means of factual data available. In either event, the CONSULTANT will formally submit an administrative revision or a revised offer to the DEPARTMENT for approval. The CONSULTANT shall submit to the DEPARTMENT a progress report or progress reports as appropriate.

If nominal payment parcels are to be negotiated as a part of this contract, the CONSULTANT shall be responsible for the negotiation and appraisal of those parcels identified as nominal payment parcels. Additional negotiations are to be handled at no additional cost if the parcel needs to be appraised for condemnation.

The CONSULTANT shall enter and maintain all READS related information in a timely, complete and appropriate manner. CONSULTANTS must be alert to developing technology, processing and process developments.

Additionally, all provisions and language originally included as part of the larger appraisal master contract boilerplate document is hereby referenced and made a part of this Work Order agreement.

Part 5A

EXHIBIT "B"

NEGOTIATION PARCEL FEES

Negotiator				Date	
Parcel Number	Owner	Relocation¹	**Complexity of Negotiation	Required Completion Date	Negotiation Fee
TOTAL NEGOTIATION FEES					
TOTAL FEES FROM EXHIBIT "A"					
NOMINAL PAYMENT PARCEL REPORT (LPA 1889) FEE					
CERTIFICATION OF LPA R/W (LPA 3028) FEE					
PREPARATION OF REIMBURSEMENTS (LPA 1959) FEE					
TOTAL FEE					
PROJECT I.D.			COUNTY		

¹If this box is checked, you must confer with the MUNICIPALITY prior to beginning the negotiation assignment.

*In the event a Nominal Waiver of Appraisal becomes an Appraisal, it would be a Short Form Report and the fee is \$ _____

** NOMINAL or STANDARD

IX. SPECIAL PROVISIONS REAL ESTATE – APPRAISAL REVIEW

Wisconsin Department of Transportation
Revised 10/8/13

SCOPE OF SERVICES

A. Appraisal review services

- (1) Adhere to the Real Estate Program Manual (REPM), specifically Chapter 2 and Sections 2.12 and 2.13, for all appraisal review services performed. The REPM (includes all required forms) is available to consultants as an extranet application. From the [WisDOT / Doing business](#) page, your Wisconsin User ID (WAMS) provides access the [consultant extranet](#) site and once logged in, go to the link under WisDOT manuals.

- (2) Appraisal review submittal

The CONSULTANT will complete the assigned appraisal review(s) to the DEPARTMENT on or before the dates as set forth in this Work Order agreement (“department” means, Wisconsin Department of Transportation). Any extension to time or deadlines must be expressly granted in writing by the DEPARTMENT through a formal amendment. The CONSULTANT will use either the esubmit process described in the REPM/Chapter 2: Section 2.0 Electronic Appraisal Materials or our Real Estate Automated Data System (READS), approval required, for submitting appraisal review reports to the DEPARTMENT.

Appraisal review CONSULTANTS with a READS account and permissions approved will log onto the READS system page and must understand the instructions for [“Using READS Esubmit - for appraisal consultants.”](#) The CONSULTANT shall enter and maintain all READS appraisal review related information in a timely, complete and appropriate manner. CONSULTANTS must be alert to developing technology, processing and process developments.

The CONSULTANT will conduct a technical review of the appraisal using the Appraisal Review (DT2128) as a guide to determine if the appraisal is acceptable. Appraisal Review - Surplus Parcel (unnumbered) should be used where applicable. Each appraisal performed and submitted to the DEPARTMENT shall also include a completed Appraisal Objective Review (unnumbered) as a tool to ensure compliance, organization and consistency of information and the CONSULTANT appraisal reviewer may be responsible for performing this step.

The CONSULTANT will furnish to the DEPARTMENT the completed appraisal review report(s) in order to assist the DEPARTMENT in determining fair market value.

Additionally, all provisions and language originally included as part of the larger appraisal master contract boilerplate document is hereby referenced and made a part of this Work Order agreement.

The parties also agree to all of the materials as referenced and attached as part of the ‘Bid Tab(ulation)’ documents, to be annexed and made a part of this Work Order, consisting of the attached pages.

- (3) Invoicing

The CONSULTANT will complete the WisDOT Appraisal/Appraisal Review Invoice Spreadsheet for both the Consultant and any Subconsultants on the project. Totals from spreadsheets will be entered into the Consultant Contract Invoice (DT1510) form. Copies of the spreadsheets will be attached to the invoice. To complete the spreadsheet see instructions in the Instructions worksheet of the spreadsheet.

Part 7

X. SPECIAL PROVISIONS - REAL ESTATE RELOCATION CONSULTANT

The CONSULTANT represents qualification by training and experience and is able to prepare and furnish to the MUNICIPALITY the desired relocation services.

The total fee is based upon the list of individual parcel fees and other contingencies/requirements itemized on Exhibit "A" attached hereto and made a part hereof. The CONSULTANT will provide to the MUNICIPALITY the services indicated on Exhibit "A".

The MUNICIPALITY shall furnish the CONSULTANT with parcel numbers, right of way plat sheets, legal descriptions and names and addresses of record owners (unless identified elsewhere in this contract), sufficient to identify the property and define the relocation assignment. The CONSULTANT will, however, assume responsibility for the completeness, accuracy or applicability of the relocation-type information, or other data given to the CONSULTANT from whatever source.

The work on each parcel and the relocation plan, if applicable, shall deliver _____ copies by the dates set forth in Exhibit "A" attached hereto. Any extension of time must be expressly granted in writing by the MUNICIPALITY. The MUNICIPALITY reserves the right to retain _____ percent of the consultant fee pending review and acceptance of the work to be performed. Any matters not remedied promptly after proper notice is given, unless the time to comply is specifically extended, shall constitute a material breach of this contract.

It is agreed that the CONSULTANT shall be available to the MUNICIPALITY for pretrial conferences with Counsel and the MUNICIPALITY for parcels contracted, herein at the per hour rate of:
\$ _____

It is also agreed that the CONSULTANT will be available to the MUNICIPALITY for Court appearances and court testimony in its behalf per hour rate of:
\$ _____

Payment for court appearances, and court testimony at the request of or in compliance with the legal process in behalf of adversary parties, not performed at the request or demand of the MUNICIPALITY shall not be the obligation of the MUNICIPALITY.

The CONSULTANT shall apply the legal opinions and conclusions of law as given by the attorney for the MUNICIPALITY and shall use proper relocation techniques, methods and analyses applicable, agrees to perform the Relocation Service and Payments Plan, if applicable, in the approved formats to be provided by the MUNICIPALITY as such formats are applicable and in accordance with all instructions provided.

RELOCATION PLAN

A. CONSULTANT agrees to prepare the project Acquisition Stage Relocation Plan for approval by appropriate State and Federal Agencies and to utilize the procedures and forms contained in the State's most current Relocation Assistance Manual.

1. The development of this plan requires that each of the potential displacees be contacted by the CONSULTANT to inform them of their respective relocation rights and benefits and to secure personal information necessary for the plan.
2. Wisconsin Administrative Code (COMM 202.28) requires that a plan shall include the following elements in sufficient detail to assess whether relocation can be satisfactorily accomplished.

- a. Project Description
- b. Project Administration
- c. Inventory of Displacements
- d. Characteristics of Occupants
- e. Survey of Resources
- f. Relocation Service and Assistance
- g. Relocation Payment Plan
- h. Property Management
- i. Relocation Grievance Procedures
- j. Maps and Photographs

B. CONSULTANT shall begin to provide services under this CONTRACT upon execution thereof by the MUNICIPALITY, and CONSULTANT shall complete the Acquisition Stage Relocation Plan and submit plan for approval within a maximum of _____ days of the execution thereof by MUNICIPALITY, providing suitable replacement sites can be obtained to demonstrate referrals.

The CONSULTANT agrees to:

RESIDENTIAL DISPLACEMENT

1. Counsel each individual and family concerning their specific needs regarding replacement housing that is decent, safe and sanitary, is suitably located and within their financial means.
2. Continually gather data commensurate with the relocates needs and advise them accordingly. Provide current information on the availability of rental/sale of housing in the general area. Inspections will be made of those units that the displacees actually rent or purchase as their replacement units to certify that they are decent, safe and sanitary.
3. Assist prospective homeowners in obtaining mortgage financing and aid in the preparation of offers to purchase. Assist in obtaining related documents, e.g., credit reports, appraisals, surveys, etc.
4. Advise prospective tenants on lease agreements, tenant/landlord responsibilities, security deposit practices, rental ranges, etc.
5. Provide information and referrals to local welfare and social service assistance agencies when there appears a need for such service.
6. Make personal contacts for the purpose of discussing and providing leads, referrals and all other matters necessary for successful relocation. Personal contacts will be determined upon the complexity of the displacement and the level of availability in compliance with the spirit and intent of the relocation program.
7. Provide assistance to complete claims for relocation payments to which each displacee may be eligible.
8. Assist in planning moving arrangements including the transfer of utility services.
9. Provide all required written notices, delivered by personal contact whenever feasible, to ensure full understanding of eligibility requirements, payment options, project information and other notices required by law or regulations.

BUSINESS DISPLACEES

1. Assist owners of displaced business concerns in obtaining and becoming established in suitable business locations.

2. Maintain listings of vacant or available business sites.
3. Maintain close contact with agencies and brokers dealing in commercial and business space.
4. Inform business concerns of the Small Business Administration entitlements when federal aid is involved.
5. Assist in obtaining or transferring business licenses and permits.
6. Jointly develops an inventory of personal property to be moved.
7. Advise them of their relocation claim entitlements and assist them in filing their claim with full documentation.
8. Contact with each business unit will be made at regular intervals during which various leads or referrals will be offered.

EXHIBIT "A"

RELOCATION CONTRACT PARCEL FEES

☐ Relocation Service ☐ Relocation Plan

RE 1002 895 - DRAFT

CONSULTANT:			DATE:		
Parcel Number	Owner	Tenant	Type of Displacement ¹	Vacate By	Fee
CONTINGENCY FEE					
RELOCATION PLAN REPORT					
TOTAL FEE					
PROJECT I.D.			COUNTY		

¹ Type of Displacement: F = Farm, B = Business, R = Residence

Part 8

XI. SPECIAL PROVISIONS - TITLE SEARCH

(Note: For purposes of this contract special provision, CONSULTANT PROJECT MANAGER may be the assign for the MUNICIPALITY. All deliveries would be sent to the CONSULTANT PROJECT MANAGER in lieu of the MUNICIPALITY for incorporation into the appropriate documents.)

MUNICIPALITY assigns CONSULTANT PROJECT MANAGER _____ yes _____ no.

The undersigned CONSULTANT, or Sub-Consultant as defined earlier, being an Insured Licensed Title Agent for the State of Wisconsin, engaged in the business of abstracting title to real estate, does agree, subject to proper authorization to proceed on each of the several stages of the identified project, to furnish in several stages to the MUNICIPALITY 60 year searches or as necessary to establish a clear chain of title, including ownership and encumbrance reports, for certain parcels of real estate designated on this project, to be performed as follows or as may be defined in an addendum to this contract. The primary work to be performed in the following manner:

STAGE 1. OWNERSHIP REPORT

The CONSULTANT will provide a copy of the following:

- a) Names and addresses of all present owners together with a copy of the last conveyance [(deed)(s) or land contract(s), final judgments), easements, etc.] which convey title to the present owner, and as applicable, subdivision plats, certified surveys and a layout map.
- b) Copies of the latest real estate tax statement, and plat or tax maps affecting any of the properties searched. The title searches/commitments shall be compiled in sequential order in South to North and West to East direction.
- c) Complete description of all land in the conveyance quoted which includes the parcel searched, with recording data (including volume, page, document number and tax key number), revenue stamps or transfer fee, and acreage if available or easily computed.
- d) This stage will be delivered to the MUNICIPALITY, or assigns, as deemed necessary to complete the needed project and parcel preparations.

STAGE 2. OWNERSHIP AND ENCUMBRANCE REPORT

The MUNICIPALITY will furnish the CONSULTANT with the appropriate maps or plats.

The CONSULTANT will furnish a copy of a Title Search/Commitment indicating the following information for each parcel:

- a) Names and addresses of all present owners.
- b) Active mortgages and other lien holders with data as to recordings of said liens and copies of each.
- c) Deed restrictions referencing closure for contaminated sites. The type of closure and clean water protection measures that have been required need to be reported.
- d) Other encumbrances such as utilities, secondary highway, and all easements of record.
- e) Delinquent real estate taxes, State and Federal Tax Liens, future special assessments, liens, judgments and bankruptcy actions.

- f) Full search of title is required on only the land abutting the highway, which is being purchased by the MUNICIPALITY. All other contiguous ownership shall be shown with tax maps and descriptions listing acreage and assessed values.
- g) Complete description of all land in the conveyance quoted which includes the parcel searched, with recording data (including volume, page, document number and tax key number), revenue stamps, and acreage if available or easily computed.
- h) This stage will be delivered to the MUNICIPALITY, or assigns, as deemed necessary to complete the project and parcel preparations.
- i) If the parcel description contains a referenced deed, a copy of the deed will be submitted with the parcel and payment will be as shown under the "billing" section. Any parcel description that contains or refers to a certified map or subdivision, a copy of the same shall be included with the parcel. Said ownership and encumbrance reports shall be sent in a similar sequential order by South to North and West to East direction listing.
- j) The Projects parcel number, if provided, will appear on each title search.

STAGE 3. UPDATED TITLE SEARCH REPORT

The CONSULTANT will update and deliver one (1) copy of the Title Search, indicating for each parcel the changes that have occurred from the original Stage 2 title search of the parcel. Said update shall list any change in the original title search from Stage 2. Said update title search shall be completed and sent to the MUNICIPALITY, or assigns, within a reasonable time as customary to complete the transaction.

STAGE 4. SUPPLEMENTAL REPORT OF TITLE

The Municipality will deliver to the CONSULTANT the deed to each parcel together with supporting instruments to clear exceptions to the title, whereupon the CONSULTANT will re-examine the title and, if found to be in satisfactory condition, will record the necessary instruments and issue a supplemental letter to said MUNICIPALITY, or assigns, so that the transactions may be closed. Should the CONSULTANT find on its re-examination that the title has changed or there are additional exceptions, it will immediately advise said MUNICIPALITY, or assigns, of the finding to enable the Municipality, or assigns, to effect clearance of the additional exceptions.

STAGE 5. ADDITIONAL BILLABLE ITEMS

Any recording fees and copy fees attributable to providing the documentation in support of the deliverable items identified above are to be incorporated into the service fees identified below under item 2/Compensation. Any additional fees and copy fees charged by the Register of Deeds for additional work not defined above shall be reimbursed as additional work under this contract.

OTHER ITEMS

ITEM 1 DEFINITION OF THE TERM PARCEL

A parcel as referred to in this contract may include more than a single tract of land embraced within a particular description by including all contiguous tracts in a common ownership. Contiguous lots in a platted subdivision in common ownership constitute a single parcel for purposes of this agreement. The term parcel does not mean a tax parcel.

It is understood that the MUNICIPALITY may designate as parcels certain rights and services which it must acquire other than fee simple title. These parcels are not included within the terms of this agreement unless otherwise specified.

ITEM 2 COMPENSATION

		Cost per Parcel	Number of Parcels	Total
Stage 1	Ownership Report at:	\$		\$
Stage 2	30/60 Year Ownership and Encumbrance Report at:	\$		\$
Stage 3	Updated Title Search at:	\$		\$
Stage 4	Supplemental Report of Title at:	\$		\$
Stage 5	Additional Billable Item at:	\$		\$

Any billing for additional Register of Deeds recording fees must be accompanied with a billing from the Register of Deeds.

ITEM 3 BILLING

The MUNICIPALITY will reimburse the undersigned CONSULTANT for services performed in each of the several stages of the project at the above stipulated rate upon submittal of a detailed invoice. The invoices are to be submitted on a not less than monthly basis to the MUNICIPALITY for review and approval.

Total Cost of work to be performed under this

Contract is estimated at: \$ _____

Estimated Number of Parcels _____

Part 9

XII. SPECIAL PROVISIONS FOR ASBESTOS AND HAZARDOUS CONTAMINANTS INVESTIGATION

The CONSULTANT represents qualifications by training, experience, licensing and is able to provide the MUNICIPALITY the desired services in order to assist the MUNICIPALITY in clearing the required Right of Way for the subject project.

The total fee is based upon the list of individual parcel fees and other contingencies/requirements itemized on Exhibit "A" attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented services. These services will be provided in conformance with the WISCONSIN DEPARTMENT OF TRANSPORTATION MANUAL [to be provided upon request], the Wisconsin Statutes, other appropriate and pertinent State and Federal laws, policies and guidelines described as responsibilities in this contract.

The investigation work to be performed under this special provision is for the purpose of determining the presence and magnitude of asbestos and other reportable hazardous contaminants and cost of abatement procedures to render the properties identified in this contract safe from hazards and shall consist of the identification, sampling and testing of "friable" asbestos material and the preparation of an estimate for the cost of its removal.

1. Site Investigation: The site investigation consists of the physical inspection of each of the parcels indicated on Exhibit "A" to determine if there are any potential "friable" asbestos types of material or other hazardous contaminants present.
2. Sampling: If any potential "friable" asbestos or hazardous contaminants are found, the CONSULTANT will take samples and seal the sample area in accordance with state and local regulations.
3. Testing: The CONSULTANT will arrange for the samples to be tested at the following laboratories:

	Laboratory	Doing
<u>Asbestos Testing</u>	(Area Code) Telephone Number	
<hr/>		
Address		
<hr/>		
City, State, Zip Code		
<hr/>		

Laboratory Doing Hazardous Contamination Testing

(Area Code) Telephone Number

Address

City, State, Zip Code

4. Report: The CONSULTANT will prepare and submit to the MUNICIPALITY a report indicating:

- a. The type of asbestos or other reportable hazardous contaminants present on each parcel.
- b. A conclusion as to whether a "friable" asbestos problem does exist at each site.
- c. An estimate of the cost to remove asbestos. Such removal to be performed in accordance with the regulations established by the Environmental Protection Agency, the National Emissions Standards for Asbestos, the Occupational Safety and Health Administration, the Wisconsin Department of Natural Resources and applicable local governmental regulations.

BASIS FOR PAYMENT

Sampling Fee	Testing Fee	Reporting Fee	Total Cost	Inspection Fee
--------------	-------------	---------------	------------	----------------

For the Site Investigation and Report preparation work to be performed under this CONTRACT, the CONSULTANT shall receive as payment a fee for parcel inspection, samples collected, sample testing and a reporting fee listed above and detailed in Exhibit "A". Such payments shall be full compensation for work performed or services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the work.

EXHIBIT "A"

ASBESTOS & CONTAMINATION INVESTIGATION

Parcel Number	Type of Property	Owner's Name	Cost
CONTINGENCY FEE			
TOTAL FEE			
PROJECT I.D.		COUNTY	

Part 10

XIII. SPECIAL PROVISIONS - FOR ASBESTOS REMOVAL

The CONSULTANT represents qualifications by training, experience, certification, and is able to provide the MUNICIPALITY the desired asbestos removal services in order to assist the MUNICIPALITY in safely removing asbestos from buildings to be removed from the project.

The removal of all asbestos materials shall be in compliance with pertinent rules and regulations to eliminate any threat to public health.

The total fee is based upon the list of individual parcel fees and other contingencies/requirements itemized on Exhibit "A" attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented services. These services will be provided in conformance with the WISCONSIN DEPARTMENT OF TRANSPORTATION MANUAL [to be provided upon request], the Wisconsin Statutes, other appropriate and pertinent State and Federal laws, policies and guidelines described as responsibilities in this contract.

GENERAL SPECIFICATIONS

CONSULTANT must be licensed and train their workers in safe work practices and in proper removal.

Compliance with the requirements of the Environmental Protection Agency(EPA) regulations, National Emission Standards for Asbestos(NESA), and Occupational Safety and Health Act(OSHA) regulations on asbestos and applicable Wisconsin Department of Natural Resources(WDNR) and local government regulations is required.

All labor, materials, services, insurance and equipment necessary to carry out the removal operation in accordance with the EPA, OSHA, NESA and applicable WDNR and local government regulations shall be furnished by the party providing removal services.

REQUIREMENTS AND CONDITIONS

The work shall be performed for and in consideration of the payment of the amount becoming due on account of work performed, according to the per parcel prices listed on Exhibit "A".

The party providing this service declares that all of the work will be performed at his own cost and expense that he will furnish all necessary materials, labor, tools, machinery, apparatus, and other means in the manner provided in the applicable specifications.

INVESTIGATION REPORT

If additional asbestos is found, the CONSULTANT shall notify the MUNICIPALITY in writing. The additional asbestos would be removed at \$_____ per hour rate.

EXHIBIT "A"

ASBESTOS REMOVAL

Parcel Number	Type of Property	Owner's Name	Cost
CONTINGENCY FEE			
TOTAL FEE			
PROJECT I.D.		COUNTY	

REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACT AND STATE-AID CONTRACT

Wisconsin Department of Transportation

DT1724 2000 (Replaces RE1004)

FEDERAL-AID CONTRACT

- A. **NONDISCRIMINATION IN EMPLOYMENT.** During the performance of this CONTRACT, the CONTRACTOR, for itself, its assignees and successors in interest agree as follows: In connection with the performance of work under this CONTRACT the CONTRACTOR agrees not to discriminate against any employee or applicant because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined by State 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. The CONTRACTOR further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notice to be provided by the MUNICIPALITY, setting forth the provisions of the nondiscrimination clause.

Where this contract is directly between the CONTRACTOR and the DEPARTMENT, the term MUNICIPALITY shall be considered stricken and the word DEPARTMENT inserted.

The following statutory definition shall be used for the purpose of interpreting and administering this contract. "Developmental disability" means a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition closely related to mental retardation or requiring treatment similar to that required for mentally retarded, which disability has originated before the individual has attained 18 years of age, has continued or can be expected to continue indefinitely and constitutes a substantial handicap to the affected individual.

- (1) **Compliance with Regulations.** The CONTRACTOR will comply with the Regulations of the State of Wisconsin and the DEPARTMENT relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the REGULATION), which are herein incorporated by reference and made a part of this CONTRACT.
- (2) **Nondiscrimination.** The CONTRACTOR with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the CONTRACT covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this CONTRACT and the REGULATIONS relative to nondiscrimination on grounds of sex, race, color or national origin.
- (4) **Information and Reports.** The CONTRACTOR will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the MUNICIPALITY, DEPARTMENT and FHWA and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance.** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this CONTRACT, the MUNICIPALITY shall impose such CONTRACT sanctions as it, the DEPARTMENT, and the FHWA may determine to be appropriate including, but not limited to:
 - (a) Withholding of payments to the CONTRACTOR under the CONTRACT until the CONTRACTOR complies, and/or
 - (b) Cancellation, termination or suspension of the CONTRACT in whole or in part.
- (6) **Incorporation of Provisions.** The CONTRACTOR will include the provisions for nondiscrimination in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulation, order or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the DEPARTMENT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the DEPARTMENT to enter into such litigation to protect the interests of the State and, in addition, the CONTRACTOR may request the FHWA to enter into such litigation to protect the interests of the United States.

- B. **SUBLETTING OR ASSIGNMENT OF CONTRACT.** The CONTRACTOR shall not sublet or assign all or any part of the work under this CONTRACT without the prior written approval of the MUNICIPALITY, and consent to assign, sublet or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONTRACTOR of any responsibility for the fulfillment of the CONTRACT.
- C. **REVISION OF COMPLETE PLANS.**
- (1) The CONTRACTOR shall make such revisions in plans which have been completed, approved, and accepted by the MUNICIPALITY as are necessary to correct errors in the plans, when required to do so by the MUNICIPALITY, without compensation therefore from the MUNICIPALITY.
 - (2) Should the MUNICIPALITY find it desirable for its own purposes to have previously satisfactorily completed and accepted plans or parts thereof revised, the CONTRACTOR shall make such revisions if requested and as directed by the MUNICIPALITY. This work shall be considered as Extra Work and will be paid for as such.
- D. **ACCESS TO RECORDS.** The CONTRACTOR, as well as his subcontractors, if any, agree to maintain all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this CONTRACT as to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the CONTRACT, for inspection by the MUNICIPALITY, the DEPARTMENT and the FHWA, and copies thereof shall be furnished if requested. If more than a nominal quantity of copies is requested, the additional copies shall be furnished at the expense of the requesting agency. The CONTRACTOR will maintain these records at the location specified elsewhere in the CONTRACT.
- E. **LEGAL RELATIONS.**
- (1) The CONTRACTOR shall familiarize himself, and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which in any manner affect the work or its conduct.
 - (2) In carrying out any provisions of this CONTRACT or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the authorized representatives of the MUNICIPALITY, the DEPARTMENT and the FHWA, it being understood that in such matters they act as agents and representatives of these agencies.
 - (3) The CONTRACTOR shall indemnify and save harmless the MUNICIPALITY, the DEPARTMENT and the FHWA and all of their officers, agents and employees on account of any damages to persons or property resulting from negligence of the CONTRACTOR in connection with prosecution and completion of the work covered by this CONTRACT.

STATE-AID CONTRACT

NONDISCRIMINATION. In connection with the performance of work under this CONTRACT, the CONTRACTOR 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 as defined in 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. The CONTRACTOR further agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notice to be provided by the CONTRACTING OFFICER setting forth the provisions of the nondiscrimination clause.

Example of Signed Contract Must Include WisDOT Contract Language. But can include LPA additions

Local Public MUNICIPALITY : Waukesha County Contract No. 1

CONTRACT BETWEEN THE MUNICIPALITY OF WAUKESHA COUNTY (MUNICIPALITY), AND
The Highland Group of Wisconsin, Inc. (CONSULTANT).

Project: 2788-00-22

Termini: Northview Road to Madison Street

Highway: CTH TT - WAUKESHA WEST BYPASS

County : WAUKESHA

The CONSULTANT Representative is: Stephen Simpson
whose work address/telephone number is: 110 N Third Street
Watertown WI 53094

The MUNICIPALITY Representative is Karen Braun, whose work address/telephone number is:
515 W Moreland Blvd. Room 220 Waukesha WI 53188 (262) 896-8538

Compensation for all services provided by the CONSULTANT under the terms of this contract shall
not exceed \$121,590

This contract will extend for the term of 7 months, beginning on _____ ending
on 01/15/16.

For the CONSULTANT

By: Stephen D Simpson

Title: President

Date: 6/27/15

38-3645175

Social Security Number or FEIN

For the MUNICIPALITY: WAUKESHA COUNTY

Allison Bussler
Authorized Official

Allison Bussler, Director of Public Works

Title

6-30-15
Date

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STANDARD PROVISIONS

I. SCOPE OF SERVICES

- A. The CONSULTANT shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the MUNICIPALITY OF WAUKESHA COUNTY (HEREON KNOWN AS MUNICIPALITY).
- B. The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and requirements contained in the current Real Estate Program Manual (MANUAL). The MUNICIPALITY shall provide copies of the appropriate Manual section to the CONSULTANT upon request.
- C. The CONSULTANT shall from time to time during the progress of the services confer with the MUNICIPALITY and shall prepare and present such information, studies, or reports as may be necessary or as may be requested by the MUNICIPALITY to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the services as may be required by the MUNICIPALITY. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by the MUNICIPALITY required changes in the detail of the services.
- D. Meetings may be scheduled at the request of the CONSULTANT or the MUNICIPALITY for the purpose of discussing and reviewing the services under this CONTRACT. Meetings may include a visit to the PROJECT site. Meeting schedules are to be coordinated with the MUNICIPALITY Representative.
- E. **Miscellaneous Scope – County Provisions:**
 - 1. General:
 - a. MUNICIPALITY obligations in support of this CONTRACT are identified as those items described as "MUNICIPALITY Responsibilities" in this Section. The MUNICIPALITY may, at its discretion, provide additional support services.
 - b. The CONSULTANT agrees to provide appraisal and negotiation Real Estate Acquisition services to the MUNICIPALITY in conformance with the MANUAL, Wisconsin Statutes regarding Eminent Domain, other appropriate and pertinent State and Federal laws, policies and guidelines, and the additional guidelines described as Consultant Responsibilities in Part C. of this Section.
 - c. The CONSULTANT represents that he is qualified and able to perform the services required under this CONTRACT and that it has a minimum of five (5) years of experience in real

estate appraisal and acquisition work.

- d. A total of 50 parcels shall be acquired under this CONTRACT.

II. PROSECUTION AND PROGRESS

A. GENERAL:

1. Services under this CONTRACT shall commence upon notification from the MUNICIPALITY to the CONSULTANT, which order will constitute authorization to proceed.
2. The CONSULTANT shall complete the services under this CONTRACT within the specified time for completion. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the MUNICIPALITY in the event of a delay attributable to the MUNICIPALITY, or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.
3. The CONSULTANT may notify the MUNICIPALITY in writing when the services have been completed. Upon the MUNICIPALITY subsequent determination that the services have satisfactorily been completed, the MUNICIPALITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed services.
4. Unless the CONTRACT has been terminated prior to completion of the services, the CONTRACT shall not be considered terminated upon completion and acceptance of the services, or upon final payment, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections to the services as are necessary for correcting errors or omissions made by the CONSULTANT.

B. DELAYS AND EXTENSIONS:

1. Delays in completing the services within the time provided for completion for reasons not attributable to the CONSULTANT may constitute justification for additional compensation to the extent of documented increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustment.
2. Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of this CONTRACT by the other party.
3. ~~The MUNICIPALITY reserves the right to reduce the remaining~~

contract compensation by _____ for each business day
(Saturday, Sunday, and Legal Holidays excluded) that the contracted
service is late.

(NOTE: Item II (B)(3) is not applicable when FEDERAL dollars are
used for real estate purposes.)

C. TERMINATION:

1. The MUNICIPALITY reserves the right to terminate all or part of this CONTRACT at any time with not less than ten days written notice to the CONSULTANT.
2. In the event the CONTRACT is terminated by the MUNICIPALITY without fault on the part of the CONSULTANT, or by the CONSULTANT under II.B(2) above, the CONSULTANT shall be paid a prorated amount for the services rendered. The prorated amount shall be the same ratio to the total CONTRACT price as the percent of services completed or partially completed and delivered to the MUNICIPALITY, as determined by mutual agreement between the MUNICIPALITY and the CONSULTANT as a CONTRACT amendment.
3. In the event the services of the CONSULTANT are terminated by the MUNICIPALITY for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value for the services rendered and delivered to the MUNICIPALITY up to the time of termination. The value of the services will be determined by the MUNICIPALITY.
4. In the event of the death of any member or partner of the CONSULTANT'S firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the MUNICIPALITY and the survivors, in which case the CONSULTANT will be paid as set forth in II.C.(2) above.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT:

1. The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the MUNICIPALITY.
2. Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.
3. No subcontracting or assignment of any services under this CONTRACT shall state, imply, intend, or be constructed to limit the legal liability of the CONSULTANT or the sub-consultant.

III. BASIS OF PAYMENT

- A. The CONSULTANT will be paid by the MUNICIPALITY for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such

payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, expenses, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT supplement. The CONSULTANT will not be compensated for poor or improper performance.

- B. The CONSULTANT shall submit detailed invoices not more often than once per month during the term of the CONTRACT, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the MUNICIPALITY within three months of completion of the CONTRACT. Final payment of any balance due to CONSULTANT will be made promptly after verification by the MUNICIPALITY, for completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the MUNICIPALITY. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.
- C. The MUNICIPALITY has the right to withhold any sum due and payable to the CONSULTANT under this CONTRACT, any amount the MUNICIPALITY determines the CONSULTANT owes the MUNICIPALITY, whether arising under this CONTRACT or under any other CONTRACT.
- D. The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the MUNICIPALITY, or WISCONSIN DEPARTMENT OF TRANSPORTATION, and FEDERAL HIGHWAY ADMINISTRATION (FHWA) during normal business hours in their respective offices for a period of five years following the financial closure of the project and final CONTRACT payment.
- E. If, in the CONSULTANT'S opinion, orders or instructions given by the MUNICIPALITY would require the discarding or redoing of services which were based upon earlier direction, approvals, or instructions given by the MUNICIPALITY, that would involve services not within the scope of services, the CONSULTANT must notify the MUNICIPALITY in writing if it desires extra compensation or a time extension. The MUNICIPALITY will review the CONSULTANT'S submittal, and if acceptable, approve a CONTRACT supplement.

IV. MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF DOCUMENTS

At the option of the MUNICIPALITY and upon completion or termination of this CONTRACT all manuals, guides, written instructions, unused forms, books, information and documents furnished to the CONSULTANT by the MUNICIPALITY for performance of this CONTRACT or collected or prepared by the CONSULTANT in the performance of this CONTRACT shall be properly assembled, delivered, and become the property of the MUNICIPALITY. Documents collected or prepared by the CONSULTANT in the performance of this CONTRACT may be used without restriction by the

MUNICIPALITY for any public purpose. Any such use shall be without compensation or liability to the CONSULTANT.

B. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty the MUNICIPALITY shall have the right to annul this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

C. LEGAL RELATIONS

1. The CONSULTANT shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.
2. In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the MUNICIPALITY, WISCONSIN DEPARTMENT OF TRANSPORTATION, or FHWA thereby, there shall be no personal liability upon the authorized representatives of the MUNICIPALITY, DEPARTMENT, and FHWA, it being understood that in such matters they act as agents and representatives of these agencies.
3. The CONSULTANT shall be responsible for any and all damages to property or persons arising out of negligent act, error and/or omission in the CONSULTANT'S performance of the services under this CONTRACT.
4. The CONSULTANT shall indemnify and save harmless the MUNICIPALITY, DEPARTMENT, and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence, errors or omissions of the CONSULTANT in conjunction with performance and completion of the services covered by this CONTRACT.

D. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01(5)Wis. Stats., sexual orientation as defined in sec. 111.32(13m) Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including

apprenticeship. Except with respect to sexual orientation, the CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

If there are federal funds on the project the "REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACT", State of Wisconsin/Department of Transportation, RE 1004 88 (Replaces RA 124) must be attached to the contract.

E. ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the MUNICIPALITY for any losses to or costs to repair or remedy as a result of the CONSULTANT'S negligent acts, errors, or omissions.

F. CONFLICT OF INTEREST

The CONSULTANT warrants it has no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this CONTRACT. The CONSULTANT shall not employ any person currently employed by the MUNICIPALITY for any services included under the provisions of this CONTRACT.

G. DISADVANTAGED BUSINESS UTILIZATION

The CONSULTANT agrees to ensure that Disadvantaged Businesses as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT by the MUNICIPALITY or other such remedy as the MUNICIPALITY deems appropriate.

The CONSULTANT shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of services.

The CONSULTANT shall maintain records and document its performance under this item.

H. CONTINGENCY FEES

These fees allow flexibility for payment for services that go beyond the

contracted scope of work and include such things as, additional parcels, changes required to previously accepted work because of project changes, meetings required by DOT for consultation beyond the scope of the contract and any other additional services needed. This does not include time or expense for correcting contractor errors or meetings requested by the contractor/MUNICIPALITY to clarify the assignment.

I. INDEMNIFICATION

Indemnification Agreement – CONSULTANT agrees to indemnify, hold harmless and defend the MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs or expense, including attorney fees, in connection with or related thereto, for bodily injury, sickness, disease, death, personal injury or damage to property or loss of use resulting therefrom arising out of or in connection with or occurring during the course of this CONTRACT where such liability results from the acts, errors, or omissions of the CONSULTANT, its employees, or representatives.

J. INSURANCE

Insurance – The CONSULTANT agrees that it will at all times during the term of this CONTRACT, keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the state of Wisconsin and satisfactory to the MUNICIPALITY. Such insurance shall be primary. Upon execution of this CONTRACT, CONSULTANT shall furnish the MUNICIPALITY with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference this CONTRACT and additional insured status if required. The MUNICIPALITY, through its Risk Management-Administration Department, shall be given thirty (30) days advance notice of cancellation, nonrenewal, or material reduction of coverage, scope or limits during the term of this CONTRACT.

1. Commercial General Liability Insurance – Policy shall be written to provide coverage for, but not limited to, the following: (1) premises and operations, (2) products and completed operations, (3) personal injury, and (4) blanket contractual coverage.
 - a. Limits of Liability Not Less Than: \$500,000 General Aggregate, \$500,000 Products/Completed Operations Aggregate, \$500,000 Personal and Advertising Injury, \$500,000 Each Occurrence.
 - b. Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.
2. Automobile Liability Insurance- Business automobile policy covering all

owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.

3. Worker's Compensation and Employers' Liability Insurance – Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. CONSULTANT shall require subcontractors not protected under its insurance to take out and maintain such insurance.
4. Professional Liability/Errors or Omissions Insurance – Policy shall provide liability coverage for damages arising out of the negligent acts, errors, or omissions of the CONSULTANT in the conduct of their work. Limits of liability not less than \$500,000 each occurrence/claim, \$500,000 aggregate.

K. GENERAL CONSIDERATIONS:

- a. False Statements Prohibited, reference Section 32.29, Wisconsin Statutes. All agents (consultants) of the MUNICIPALITY are cautioned to be factual in the information they give to property owners, under penalty of law. The law states in part that agents (consultants) who intentionally make or cause to be made a statement which they know to be false to any owner of property concerning the condemnation of such property shall be fined not less than \$50.00 nor more than \$1,000, or imprisoned for not more than one year in the county jail or both. (Section 32.29, Wis. Stats.)
- b. CONTRACTOR shall, upon request, provide access to and furnish the MUNICIPALITY'S auditors with requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, CONTRACTOR shall provide access for the auditor to inspect all property, equipment and facilities within their custody.

REQUIRED NONDISCRIMINATION PROVISIONS

Wisconsin Department of Transportation

FEDERAL-AID CONTRACT AND STATE-AID CONTRACT

DT1724 2000 (Replaces RE1004)

FEDERAL-AID CONTRACT

- A. **NONDISCRIMINATION IN EMPLOYMENT.** During the performance of this CONTRACT, the CONTRACTOR, for itself, its assignees and successors in interest agree as follows: In connection with the performance of work under this CONTRACT the CONTRACTOR agrees not to discriminate against any employee or applicant because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined by State 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. The CONTRACTOR further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notice to be provided by the MUNICIPALITY, setting forth the provisions of the nondiscrimination clause.

Where this contract is directly between the CONTRACTOR and the DEPARTMENT, the term MUNICIPALITY shall be considered stricken and the word DEPARTMENT inserted.

The following statutory definition shall be used for the purpose of interpreting and administering this contract. "Developmental disability" means a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition closely related to mental retardation or requiring treatment similar to that required for mentally retarded, which disability has originated before the individual has attained 18 years of age, has continued or can be expected to continue indefinitely and constitutes a substantial handicap to the affected individual.

- (1) **Compliance with Regulations.** The CONTRACTOR will comply with the Regulations of the State of Wisconsin and the DEPARTMENT relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the REGULATION), which are herein incorporated by reference and made a part of this CONTRACT.
- (2) **Nondiscrimination.** The CONTRACTOR with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the CONTRACT covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this CONTRACT and the REGULATIONS relative to nondiscrimination on grounds of sex, race, color or national origin.
- (4) **Information and Reports.** The CONTRACTOR will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities

as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the MUNICIPALITY, DEPARTMENT and FHWA and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance.** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this CONTRACT, the MUNICIPALITY shall impose such CONTRACT sanctions as it, the DEPARTMENT, and the FHWA may determine to be appropriate including, but not limited to:

(a) Withholding of payments to the CONTRACTOR under the CONTRACT until the CONTRACTOR complies, and/or

(b) Cancellation, termination or suspension of the CONTRACT in whole or in part.

- (6) **Incorporation of Provisions.** The CONTRACTOR will include the provisions for nondiscrimination in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulation, order or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the DEPARTMENT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the DEPARTMENT to enter into such litigation to protect the interests of the State and, in addition, the CONTRACTOR may request the FHWA to enter into such litigation to protect the interests of the United States.

- B. **SUBLETTING OR ASSIGNMENT OF CONTRACT.** The CONTRACTOR shall not sublet or assign all or any part of the work under this CONTRACT without the prior written approval of the MUNICIPALITY, and consent to assign, sublet or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONTRACTOR of any responsibility for the fulfillment of the CONTRACT.

C. **REVISION OF COMPLETE PLANS**

- (1) The CONTRACTOR shall make such revisions in plans which have been completed, approved, and accepted by the MUNICIPALITY as are necessary to correct errors in the plans, when required to do so by the MUNICIPALITY, without compensation therefore from the MUNICIPALITY.
- (2) Should the MUNICIPALITY find it desirable for its own purposes to have previously satisfactorily completed and accepted plans or parts thereof revised, the CONTRACTOR shall make such revisions if requested and as directed by the MUNICIPALITY. This work shall be considered as Extra Work and will be paid for as such.

- D. **ACCESS TO RECORDS.** The CONTRACTOR, as well as his subcontractors, if any, agree to maintain all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this CONTRACT as to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the CONTRACT, for inspection by the MUNICIPALITY, the DEPARTMENT and the FHWA, and copies thereof shall be furnished if requested. If more than a nominal quantity of copies is requested, the additional copies shall be furnished at the expense of the requesting agency. The CONTRACTOR will maintain these records at the location specified elsewhere in

the CONTRACT.

E. LEGAL RELATIONS

- (1) The CONTRACTOR shall familiarize himself, and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which in any manner affect the work or its conduct.
- (2) In carrying out any provisions of this CONTRACT or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the authorized representatives of the MUNICIPALITY, the DEPARTMENT and the FHWA, it being understood that in such matters they act as agents and representatives of these agencies.
- (3) The CONTRACTOR shall indemnify and save harmless the MUNICIPALITY, the DEPARTMENT and the FHWA and all of their officers, agents and employees on account of any damages to persons or property resulting from negligence of the CONTRACTOR in connection with prosecution and completion of the work covered by this CONTRACT.

STATE-AID CONTRACT NONDISCRIMINATION. In connection with the performance of work under this CONTRACT, the CONTRACTOR 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 as defined in 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. The CONTRACTOR further agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notice to be provided by the CONTRACTING OFFICER setting forth the provisions of the nondiscrimination clause.

V. SPECIAL PROVISIONS – REAL ESTATE CONSULTANT SERVICES

All CONSULTANT real estate services, including appraisals, negotiations, acquisition services, maintenance of properties, relocation, and maintenance of project and parcel files, will be according to Wisconsin State Statutes, Wisconsin Administrative Codes, and the Wisconsin Department of Transportation Division of Highways Real Estate Program Manual.

CONSULTANT will provide services to include, but not limited to:

Provide a Real Estate Project Manager	Preparation of nominal value offers
Prepare Acquisition Stage Relocation Plan	Coordinate with utility moves
All title search services	Complete appraisal services
Pre-project conferences	Complete relocation services
Preparation of all parcel files	Complete acquisition services
Project spread sheets	Recording all appropriate documents
Preparation of R/W certifications	Coordination of all plat revisions
Coordination with razing contracts	Appraisal objective reviews
Data Entry and maintenance of project in the Wisconsin Department of Transportation's READS system	

Essentially, all of those activities which are dealt with in the satisfactory completion of an acquisition project.

Any CONSULTANT staff providing services under any particular real estate functional area that requires certifications, special requirements, special expertise, or are required to be pre-approved for that functional area, must be approved by the MUNICIPALITY. Any subsequent changes or additions to that staff must be approved by the MUNICIPALITY.

CONSULTANT STAFF/ SUB-CONSULTANT:

FUNCTION or TASK	NAME
Project Manager Negotiation/Acquisition	Stephen Simpson, The Highland Group
Negotiation	Sarah Simpson, The Highland Group
Appraiser	Gene Bock, Southern Wisconsin Appraisal
Appraiser	Steve Schultz, Southern Wisconsin Appraisal

VI. CONSULTANT PROJECT MANAGEMENT

The CONSULTANT will provide a Real Estate Project Manager with sufficient experience and capability to provide an acceptable level of management and coordination of all the functional areas. Functional areas are defined as appraisal, negotiation, relocation, and lands management. This will include the responsibility to insure that all of these functional areas are accomplished according to the appropriate laws, statutes, codes, and policies. Beyond the defined functional areas, the project manager will provide the coordination, oversight, and leadership required to deliver the project in a professional, timely, and cost effective manner.

The CONSULTANT Project Manager will also be responsible for maintaining appropriate reports, spread sheets, and will be the lead contact between the CONSULTANT FIRM and the MUNICIPALITY.

The CONSULTANT Project Manager will be the RECOMMENDATION AUTHORITY on all (non-contract) submittals to the MUNICIPALITY to include but not limited to:

Acquisition Stage Relocation Plan	Vouchers for parcel payments
Nominal value parcel reports	Rental agreements
Revised Offers	Administrative Revisions
Data Entry and maintenance of this project in the Wisconsin Department of Transportation's READS system	
Right of Way Certifications	

The CONSULTANT Project Manager will insure proper coordination is implemented and maintained between the consultant Real Estate staff and other MUNICIPALITY personnel, or assigns,.

Essentially, being responsible for the correctness, applicability, and implementation of all appropriate resources, staff, expenditures, documents, submittals, and any other activities related to real estate project management.

~~Note: This portion of the contract will be at Specific Rate. Documentation of hours, Specific Rate, direct expenses must be attached to this contract.~~

Consultant Project Manager: Stephen Simpson
(Name)

Attachment "A" Project Management Costs

Costs for CONSULTANT Project Management is: \$5,350

Costs For Right of Way certification Forms	\$ 250
Costs for objective Appraisal review	\$5,100

Also

See Exhibit "D" – TOTAL PROJECT COSTS SUMMARY

VII. SPECIAL PROVISIONS - REAL ESTATE APPRAISAL

The CONSULTANT represents qualification by training and experience and is able to prepare and furnish to the MUNICIPALITY the desired appraisal reports in order to assist the MUNICIPALITY in determining present fair market value.

Total fee is based upon the list of individual parcel fees and other contingencies/requirements itemized on Exhibit "B" attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented appraisals of the parcel(s) listed on Exhibit "B" attached.

The MUNICIPALITY shall furnish the CONSULTANT with parcel numbers, right of way plat sheets, legal descriptions and names and addresses of record owners (unless identified elsewhere in this contract), and construction plan data (when available) sufficient to identify the property and define the appraisal assignment. However, the CONSULTANT will assume responsibility for the completeness, accuracy or applicability of appraisal-type information, sales, or other data given to the CONSULTANT from whatever source.

Note: Any and all costs to obtain information, or bids, that is desired, or required, in order to do a complete and professional appraisal must be included in the appraisal bid exhibit "B" below. (I.E. fixture appraisal, cost to cure bids, etc.)

The Appraisal report on each parcel and sales study, if applicable, shall deliver Two (2) color original copies and one (1) PDF copy by the dates set forth in Exhibit "B" attached hereto. Any extension of time must be expressly granted in writing by the MUNICIPALITY. The MUNICIPALITY reserves the right to retain 50 percent of the CONSULTANT'S fee pending review and acceptance of the appraisal report. The MUNICIPALITY may not, however, exercise a right to retain any portion of the CONSULTANT fee for matters only involving differences of professional opinion. Any matters not remedied promptly after proper notice is given, unless the time to comply is specifically extended, shall constitute a material breach of this CONTRACT.

It is agreed that the CONSULTANT shall be available to the MUNICIPALITY for pretrial conferences with Counsel and the MUNICIPALITY for parcels contracted to appraise herein at the compensable per hour rate of: \$175.00 with a minimum charge of \$525

It is also agreed that the CONSULTANT will be available to the MUNICIPALITY for Court appearances and court testimony in its behalf on said properties for compensation computed on the per hour rate of: \$175.00 with a minimum charge of \$525

Payment for court appearances, and court testimony at the request of or in compliance with the legal process in behalf of adversary parties, not performed at the request or demand of the MUNICIPALITY, shall not be the obligation of the MUNICIPALITY.

The CONSULTANT shall apply the legal opinions and conclusions of law as given by the attorney for the MUNICIPALITY and shall use proper appraisal techniques, methods and analyses applicable, agrees to prepare the Appraisal Reports and

Sales Studies, if applicable, in the approved formats to be provided by MUNICIPALITY as such formats are applicable and in accordance with all instructions provided. Exhibits "B" and "C" are attached hereto and made a part hereof as a reference summary for the CONSULTANT. The CONSULTANT also agrees to utilize the Certificate of Appraiser. The legal opinions and conclusions of law given by the attorney will be fully set forth in the appraisal report.

WAUKESHA COUNTY SPECIFIC REAL ESTATE APPRAISAL CONTRACT SPECIAL PROVISIONS

A. MUNICIPALITY Responsibilities:

1. MUNICIPALITY shall delineate the taking area by field survey prior to requiring CONSULTANT to commence appraisals. The MUNICIPALITY will require 2 weeks notice from the CONSULTANT prior to the stakes being placed.

B. CONSULTANT Responsibilities:

1. The CONSULTANT shall submit an electronic copy (Adobe PDF format) of all appraisals prepared.
 - a. All parcels (both FEE and TLE) shall be appraised. The nominal payment parcel method will not be used for acquisition of parcels on this project.
 - b. The appraiser for each parcel shall be certified by the State of Wisconsin. The appraiser's certification and experience shall be related to the specific property type of each parcel. **A Certified General Appraiser is required for all non-residential properties.**
 - c. Within ten working days of the receipt of the notice to proceed, the CONSULTANT shall have contacted all parcel owners, as described in the MANUAL. Specific attention is directed to the following and the appropriate sections of the MANUAL.
2. The CONSULTANT shall submit appraisal reports through the Wisconsin Department of Transportation's READS system for review by State Review Appraiser.
 - a. Comments, corrections and questions from the appraisal reviews by the Wisconsin Department of Transportation shall be addressed by the appraiser in a timely manner. Time and effort expended by the CONSULTANT in association with this review shall be included in the appraisal fee.

EXHIBIT "B" - APPRAISAL PARCEL FEES (Also See Exhibit "D"-- TOTAL PROJECT COSTS SUMMARY)

RE1002 88 (Replaces RA121)

Appraiser: Gene Bock and Steve Schultz			Required Completion Date	Date 6/23/15
Parcel	Owner	Appraisal Format	Date	Appraisal Fee
101	TIMM	SHORT Abrev Stnd	8/15/2015	\$1,250.00
102	SODEMANN	SHORT Abrev Stnd	8/15/2015	\$1,250.00
103	HARROGATE condominiums	STANDARD abrev stnd	8/15/2015	\$1,250.00
104	ZOREK	SHORT Abrev Stnd	8/15/2015	\$1,250.00
106	PRUETT	SHORT Abrev Stnd	8/15/2015	\$1,250.00
107	BACKUS	SHORT Abrev Stnd	8/15/2015	\$1,250.00
108	FELDMAN	SHORT Abrev Stnd	8/15/2015	\$1,250.00
109	GIFFORD	SHORT Abrev Stnd	8/15/2015	\$1,250.00
111	WE ENERGIES	STANDARD	8/15/2015	\$1,690.00
112	RADICHEL ROWE	STANDARD abrev stnd	8/15/2015	\$1,250.00
113	ALI	STANDARD abrev stnd	8/15/2015	\$1,250.00
114	OWNERS OF HERITAGE HILLS	STANDARD abrev stnd	8/15/2015	\$1,250.00
116	CITY OF WAUKESHA	STANDARD	8/15/2015	\$1,690.00
117	NEBEL	SHORT Abrev Stnd	8/15/2015	\$1,250.00
118	CITY OF WAUKESHA	STANDARD	8/15/2015	\$1,690.00
119	HEALE	SHORT Abrev Stnd	8/15/2015	\$1,250.00
121	KAPLAN	URAR Stand bef After	8/15/2015	\$2,000.00
122	MOGENSEN	STANDARD abrev stnd	8/15/2015	\$1,250.00
123	HEALTH CARE REIT	SHORT Abrev Stnd	8/15/2015	\$1,250.00
124	BANK MUTUAL	SHORT Abrev Stnd	8/15/2015	\$1,250.00
127	SUMMIT CORP CENTER	STANDARD	8/15/2015	\$1,690.00
128	GOOD TIMES DAY CAMP	STANDARD	8/15/2015	\$1,690.00
129	MEADOWBROOK MARKETPLACE	STANDARD	8/15/2015	\$1,690.00
131	Tara Hill Condominiums	SHORT Abrev Stnd	8/15/2015	\$1,200.00
132	SMART	STANDARD	8/15/2015	\$1,690.00
133	MCMAHON PETROLEUM	STANDARD	8/15/2015	\$1,690.00
134	Fiddlers Creek Condo	STANDARD	8/15/2015	\$1,690.00
136	arbor oaks at fiddlers	STANDARD abrev stnd	8/15/2015	\$1,250.00
137	MEADOWBROOK MARKETPLACE	STANDARD	8/15/2015	\$1,690.00

Appraiser: Gene Bock and Steve Schultz		Appraisal Format	Required Completion Date	Date 6/23/15
Parcel	Owner		Date	Appraisal Fee
138	WILKINS	SHORT Abrev Stnd	8/15/2015	\$1,250.00
139	CITY OF WAUKESHA	SHORT Abrev Stnd	8/15/2015	\$1,250.00
142	FAITH BAPTIST	STANDARD	8/15/2015	\$1,690.00
143	MEADOWBROOK MARKETPLACE	STANDARD	8/15/2015	\$1,690.00
144	WAUKESHA MEMORIAL HOSPITAL	STANDARD	8/15/2015	\$1,690.00
146	MK/S -EP LLC	SHORT Abrev Stnd	8/15/2015	\$1,250.00
147	BUTTS	SHORT Abrev Stnd	8/15/2015	\$1,250.00
148	WILLIAM RYAN HOMES	SHORT Abrev Stnd	8/15/2015	\$1,250.00
149	DURHAM	STANDARD	8/15/2015	\$1,690.00
150	GOLEMGESKE	SHORT Abrev Stnd	8/15/2015	\$1,250.00
151	NEWMAN	SHORT Abrev Stnd	8/15/2015	\$1,250.00
152	BAKER	STANDARD abrev stnd	8/15/2015	\$1,250.00
153	JENDRUSIAK	STANDARD abrev stnd	8/15/2015	\$1,250.00
154	GM DEVELOPMENT	STANDARD	8/15/2015	\$1,690.00
156	MESSNER	SHORT Abrev Stnd	8/15/2015	\$1,250.00
157	SENNOTT	STANDARD	8/15/2015	\$1,690.00
158	BRUCHERT	STANDARD abrev stnd	8/15/2015	\$1,250.00
159	POWELEIT	STANDARD abrev stnd	8/15/2015	\$1,250.00
161	MAJESKIE	STANDARD abrev stnd	8/15/2015	\$1,250.00
162	CITY OF WAUKESHA	SHORT Abrev Stnd	8/15/2015	\$1,250.00
163	CITY OF WAUKESHA	SHORT Abrev Stnd	8/15/2015	\$1,250.00
	Total			\$70,240.00

	TOTAL APPRAISAL FEES			\$70,240.00
	Sales Study			\$3,500.00
	Total Fees			\$73,740.00

PROJECT I.D. 2788-00-22	COUNTY WAUKESHA
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APPRAISAL FORMATS

This is a brief summary of the three appraisal formats. For more detail see Chapter 3 of the Real Estate Program Manual, which will be provided upon request.

URAR Format (Uniform Residential Appraisal Report)

- Total taking of a residence - Note: additions required compared with usual banking requirements

Short Format Appraisal

- ~~• When a "Nominal Payment Parcel - Waiver of Appraisal Form" is rejected by the owner~~
- ~~• On a Non-Complex Parcel where highly comparable market data is available with minimal adjustments were required~~
- ~~• Present Highest and Best Use is not changed by the proposed improvement~~
- ~~• There are no substantial damages to the remainder and no special benefits, land severance \$2,000 or less NO building severance~~
- ~~• No dollar limit for Cost-to-Cure~~
- ~~• May include minor outbuildings, wells, septic systems, driveways or items of landscaping which may be evaluated by the cost approach~~

Standard Format (Detailed Appraisal)

- Complex appraisal problems
- Damages are difficult to support or determine
- Land severance damages over \$2,000
- Any building severance
- Format to be used if legal action is likely
- May be strip appraisal or before and after if buildings are affected EXHIBIT "C"

SALES STUDIES/PROJECT DATA BOOK

An acceptable sales study will contain all the comparable sales/rentals pertinent to the valuation of all subject properties contracted to appraise. **This is only a summary; the CONSULTANT agrees to refer to Chapter 2 & 2.5 of the REAL ESTATE PROGRAM MANUAL for greater detail.**

The appraiser should include the following in the sales study:

1. Vacant land sales - most current, comparable available in market area.
2. Sales with minor improvements which can be allocated. Especially valuable

when vacant land sales are limited.

3. Improved Sales when applicable. Include analysis of improvements and allocate sales price between land, site improvements, various building improvements and personal property included in sales price, if applicable.
4. Include sales which are used to support adjustments in the comparative analysis or support severance damages to remainders for certain after situations.
5. Verification of sales data, preferably with principal parties in the transaction and documentation on the sales data sheets is required.
6. A sales location map with sufficient detail to easily locate all sales is required.
7. Complete a standardized sales data sheet for each comparable sale.
8. A summary of all sales will be included. Sales could be classified by use, location, size or other categories that will provide a reasonable division of the sales.
9. If the project involves properties where improvements are to be appraised and the income approach to value will be used, the CONSULTANT will contact the DEPARTMENT'S Review Appraiser assigned to project for further Rental Survey requirements.

VIII. SPECIAL PROVISIONS - REAL ESTATE NEGOTIATIONS

The CONSULTANT represents qualifications by training and experience and is able to provide the MUNICIPALITY the desired Negotiation services in order to assist the MUNICIPALITY in clearing the required Right of Way for the subject project.

The total fee is based upon the list of individual parcel fees and other contingencies/requirements itemized on Exhibit "C" attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented negotiation services. These services will be provided in conformance with the WISCONSIN DEPARTMENT OF TRANSPORTATION MANUAL[to be provided upon request], the Wisconsin Statutes, other appropriate and pertinent State and Federal laws, policies and guidelines described as responsibilities in this CONTRACT.

The CONSULTANT shall supply the individual parcel folders containing:

- Title Search Report
- Copy of Introductory/Brochure letter
- Original and Copy of Appraisal Report
- Approved Offering Price Report
- Negotiation Diary Forms
- Closing Statement Form
- Offering Price Letter (no date)
- Typed Partial Release
 - Property Owners Appraisal Guidelines
 - Statement to the Construction Engineer
- Parcel Check List
- W-9 Form
- Legal Description for Acquisition Area

The MUNICIPALITY shall send an Introduction/Brochure letter and "Rights of Landowners Under Wisconsin Eminent Domain Law" brochure to each parcel owner.

The MUNICIPALITY may meet with the CONSULTANT, prior to the initiation of negotiations, to review any file material pertinent to the acquisition process.

The MUNICIPALITY shall supply the CONSULTANT with the following:

- Construction Plans, Profiles and Cross Sections
- Right of Way Plats
- "Rights of Landowners" Brochures
- Design Study Report
- Purchase Agreement Forms
- Administrative Settlement Forms
- Revised Offering Price Forms
- Required Tax Forms

The CONSULTANT shall assume responsibility for the final disposition of the

acquisition including voucher, payment, and all condemnation documents required. The MUNICIPALITY shall assume responsibility for recording all documents.

~~If Nominal Payment Parcels are to be negotiated as part of this CONTRACT, the MUNICIPALITY shall determine which parcels qualify as Nominal Parcels and identify such parcels on the Exhibit "A".~~

~~The CONSULTANT will determine the potential Offering Prices for all Nominal Parcels and provide the MUNICIPALITY a completed report listing those Nominal values for review and approval.~~

Any Appraisal Reports received from the property owners shall be handled in accordance with the MANUAL. The CONSULTANT shall submit a copy of the Appraisal Report along with a recommendation for payment or non-payment, to the MUNICIPALITY for review.

When Revised Offers or Administrative Revisions are warranted due to errors, design changes, owner's counter offers, litigation protection or other reasons, the CONSULTANT shall attempt to secure a purchase agreement from the owner subject to approval by the MUNICIPALITY in the case of a minor adjustment. When a significant increase is involved the CONSULTANT shall set up a conference with the MUNICIPALITY to discuss the proposed settlement prior to making any commitments to the Property Owner. The CONSULTANT should be prepared to present a recommendation and justification by means of factual data available. In either event the CONSULTANT will formally submit an Administrative Settlement or a Revised Offer to the MUNICIPALITY for approval.

By the end of each month or as requested, the CONSULTANT shall submit to the MUNICIPALITY a progress report for that month's activities.

~~If Nominal Payment Parcels are to be negotiated as a part of this CONTRACT, the CONSULTANT shall be responsible for the negotiation of those parcels identified as Nominal Payment Parcels on the Exhibit "B". If the parcel must be appraised, THE NEGOTIATION FEE REMAINS THE SAME.~~

WAUKESHA COUNTY SPECIFIC NEGOTIATION CONTRACT SPECIAL PROVISIONS

A. MUNICIPALITY Responsibilities.

1. MUNICIPALITY shall delineate the taking area by field survey prior to requiring CONSULTANT to commence appraisals. The MUNICIPALITY will require 2 weeks notice from the CONSULTANT prior to the stakes being placed.
2. MUNICIPALITY shall send an Introduction Letter and a "Rights of Landowners Under Wisconsin Eminent Domain Law" brochure to each parcel owner and provide a copy of this letter to the CONSULTANT for use in the parcel file.
3. MUNICIPALITY shall meet with the CONSULTANT, on a need basis, to review file material pertinent to the acquisition process.
4. MUNICIPALITY shall provide CONSULTANT with: (where

applicable)

- Letter form title report with last deed of record and mortgages of record;
- Copy of Introduction Letter;
- One Copy of the Waukesha County Property Owner Appraisal Guidelines;
- One Set of Construction Plans, Profiles and Cross Sections, as available and one PDF copy;
- One hard copy of the Right of Way Plat and one PDF copy
- One copy of the Relocation Order;
- Address List of Parcel Owners obtained from County Tax Listing Records.

B. CONSULTANT Responsibilities.

1. The CONSULTANT shall prepare for negotiations in accordance with the MANUAL. Under no circumstances shall the same individual who performed the appraisal for a given parcel perform the negotiations for that parcel.
 - a. The CONSULTANT shall perform assigned field activities in a professional manner.
 - b. The CONSULTANT shall maintain detailed negotiation diaries.
 - c. The CONSULTANT shall proceed with basic negotiation steps as described in the MANUAL.
 - d. The CONSULTANT shall be responsible for all photocopying of plans, plats, reports, title updates and other project related information.
2. Any appraisals received from property owners shall be handled according to the MANUAL. The CONSULTANT shall submit the original appraisal to the MUNICIPALITY with the CONSULTANT'S review and recommendations. An invoice and recommendation for payment or non-payment of the owner's appraisal fee shall be submitted to the MUNICIPALITY for consideration. All reviews for owner appraisals shall be submitted to the MUNICIPALITY within **5 business days** from the date the appraisal was received.
 - 1) For the property owner to be eligible for appraisal payment, the appraisal must be delivered to the CONSULTANT or the MUNICIPALITY within the 60-day period defined in the MANUAL.
3. The CONSULTANT shall present to the owner the approved Settlement or Revised Offer in writing. Thereafter:
 - a. If owner accepts offer the CONSULTANT shall:

- 1) Review title and mortgage records and if needed revise the project deed and mortgage documents and inform the MUNICIPALITY of changes in title;
 - 2) Complete Statement to the Construction Engineer and provide a copy Statement to owner;
 - 3) Have owner sign Deed;
 - 4) Obtain releases of mortgages if needed;
 - 5) Submit a request for Right of Way payment to the MUNICIPALITY;
 - 6) Complete closing;
 - 7) Forward the documents to the MUNICIPALITY for recording; and,
 - 8) Provide the MUNICIPALITY with W-9 Form, if required.
4. By the end of each month, or as requested, the CONSULTANT shall submit to the MUNICIPALITY a progress report for that month's activities which shall include, but not be limited to; 1) a summary of activities for the month, 2) a project log indicating the status of each parcel and 3) any problems encountered. At the same time, the CONSULTANT shall turn in to the MUNICIPALITY any completed parcel acquisition files.
 5. If a voluntary settlement cannot be reached, the CONSULTANT shall prepare documents for acquisition under Wisconsin Statutes of Eminent Domain, which shall include the drafting of related documents (i.e., Jurisdictional Offer, Lis Pendens, Award of Damages, etc.). The MUNICIPALITY shall serve and record the documents.
 6. CONSULTANT shall assume responsibility for the final disposition of the acquisition including negotiation notes, required memos, letters, vouchers, payments, all closing or condemnation documents required, and shall deliver the acquisition documents to the MUNICIPALITY. All documents shall be typed. The MUNICIPALITY shall record the acquisition documents and shall assist with the various activities required, when need is identified.
 7. This project will utilize the Wisconsin Department of Transportation's READS system for project tracking and information. CONSULTANT shall update the READS system with dates, documents and information as requested by the MUNICIPALITY for the duration of the project. This work will be considered incidental to the parcel costs and will not be paid a separate or additional item.

EXHIBIT "C" NEGOTIATION PARCEL FEES

Also See Exhibit "D" – TOTAL PROJECT COSTS SUMMARY

Negotiator: Stephen Simpson, Sarah Simpson			Date 6/18/15		
Parcel	Owner	Completion Date	Partial Release of Mortgage fee	Negotiation Fee	Total Fee
101	TIMM	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
102	SODEMANN	1/15/2016	\$0.00	\$850.00	\$850.00
103	HARROGATE condominiums	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
104	ZOREK	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
106	PRUETT	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
107	BACKUS	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
108	FELDMAN	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
109	GIFFORD	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
111	WE ENERGIES	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
112	RADICHEL ROWE	1/15/2016	\$0.00	\$850.00	\$850.00
113	ALI	1/15/2016	\$0.00	\$850.00	\$850.00
114	OWNERS OF HERITAGE HILLS	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
116	CITY OF WAUKESHA	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
117	NEBEL	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
118	CITY OF WAUKESHA	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
119	HEALE	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
121	KAPLAN	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
122	MOGENSEN	1/15/2016	\$0.00	\$850.00	\$850.00
123	HEALTH CARE REIT	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
124	BANK MUTUAL	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
127	SUMMIT CORP CENTER	1/15/2016	\$0.00	\$850.00	\$850.00
128	GOOD TIMES DAY CAMP	1/15/2016	\$0.00	\$850.00	\$850.00
129	MEADOWBROOK MARKETPLACE	1/15/2016	\$0.00	\$850.00	\$850.00
131	Tara Hill Condominiums	1/15/2016	\$0.00	\$850.00	\$850.00
132	SMART	1/15/2016	\$0.00	\$850.00	\$850.00

Negotiator: Stephen Simpson		Date 6/18/15			
Parcel	Owner	Completion Date	Partial Release of Mortgage fee	Negotiation Fee	Total Fee
133	MCMAHON PETROLEUM	1/15/2016	\$0.00	\$850.00	\$850.00
134	Fiddlers Creek Condo	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
136	arbor oaks at fiddlers	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
137	MEADOWBROOK MARKETPLACE	1/15/2016	\$0.00	\$850.00	\$850.00
138	WILKINS	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
139	CITY OF WAUKESHA	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
142	FAITH BAPTIST	1/15/2016	\$0.00	\$850.00	\$850.00
143	MEADOWBROOK MARKETPLACE	1/15/2016	\$0.00	\$850.00	\$850.00
144	WAUKESHA MEMORIAL HOSPITAL	1/15/2016	\$0.00	\$850.00	\$850.00
146	MK/S -EP LLC	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
147	BUTTS	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
148	WILLIAM RYAN HOMES	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
149	DURHAM	1/15/2016	\$0.00	\$850.00	\$850.00
150	GOLEMGESKE	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
151	NEWMAN	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
152	BAKER	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
153	JENDRUSIAK	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
154	GM DEVELOPMENT	1/15/2016	\$0.00	\$850.00	\$850.00
156	MESSNER	1/15/2016	\$0.00	\$850.00	\$850.00
157	SENNOTT	1/15/2016	\$0.00	\$850.00	\$850.00
158	BRUCHERT	1/15/2016	\$0.00	\$850.00	\$850.00
159	POWELEIT	1/15/2016	\$0.00	\$850.00	\$850.00
161	MAJESKIE	1/15/2016	\$0.00	\$850.00	\$850.00
162	CITY OF WAUKESHA	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
163	CITY OF WAUKESHA	1/15/2016	NOT REQUIRED	\$850.00	\$850.00
	Total		\$0.00		\$42,500.00

TOTAL NEGOTIATION FEES			\$42,500
TOTAL FEES FROM EXHIBIT "A"			\$5,100
NOMINAL PAYMENT PARCEL REPORT (LPA 1889) FEE		NOT	REQUIRED
CERTIFICATION OF LPA R/W (LPA 3028) FEE			\$250
TOTAL			
TOTAL NEGOTIATION PARCEL FEES		\$47,850.00	
PROJECT I.D. 2788-00-22		COUNTY WAUKESHA	

*If this box is checked, you must confer with the MUNICIPALITY prior to beginning the negotiation assignment.

*In the event a Nominal Waiver of Appraisal becomes an Appraisal, it would be a Short Form report and the fee is \$ _____

** NOMINAL or STANDARD

Exhibit "D" – TOTAL PROJECT COSTS SUMMARY

Parcel	Owner	Appraisal Format	Appraisal Fee	Negotiation Fee	Partial Release Of Mortgage	Total Fee
101	TIMM	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
102	SODEMANN	SHORT Abrev Stnd	\$1,250.00	\$850.00	\$0.00	\$2,100.00
103	HARROGATE condominiums	STANDARD abrev stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
104	ZOREK	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
106	PRUETT	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
107	BACKUS	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
108	FELDMAN	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
109	GIFFORD	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
111	WE ENERGIES	STANDARD	\$1,690.00	\$850.00	NOT REQUIRED	\$2,540.00
112	RADICHEL ROWE	STANDARD abrev stnd	\$1,250.00	\$850.00	\$0.00	\$2,100.00
113	ALI	STANDARD abrev stnd	\$1,250.00	\$850.00	\$0.00	\$2,100.00
114	OWNERS OF HERITAGE HILLS	STANDARD abrev stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
116	CITY OF WAUKESHA	STANDARD	\$1,690.00	\$850.00	NOT REQUIRED	\$2,540.00
117	NEBEL	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
118	CITY OF WAUKESHA	STANDARD	\$1,690.00	\$850.00	NOT REQUIRED	\$2,540.00
119	HEALE	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
121	KAPLAN	URAR Stand bef After	\$2,000.00	\$850.00	NOT REQUIRED	\$2,850.00
122	MOGENSEN	STANDARD abrev stnd	\$1,250.00	\$850.00	\$0.00	\$2,100.00
123	HEALTH CARE REIT	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
124	BANK MUTUAL	SHORT Abrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
127	SUMMIT CORP CENTER	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
128	GOOD TIMES DAY CAMP	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
129	MEADOWBROOK MARKETPLACE	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
131	Tara Hill Condominiums	SHORT Abrev Stnd	\$1,200.00	\$850.00	NOT REQUIRED	\$2,050.00

Parcel	Owner	Appraisal Format	Appraisal Fee	Negotiation Fee	Partial Release	Total Fee
					Of Mortgage	
132	SMART	STANDARD	\$1,690.00	\$850.00	NOT REQUIRED	\$2,540.00
133	MCMAHON PETROLEUM	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
134	Fiddlers Creek Condo	STANDARD	\$1,690.00	\$850.00	NOT REQUIRED	\$2,540.00
136	arbor oaks at fiddlers	STANDARD abbrev stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
137	MEADOWBROOK MARKETPLACE	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
138	WILKINS	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
139	CITY OF WAUKESHA	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
142	FAITH BAPTIST	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
143	MEADOWBROOK MARKETPLACE	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
144	WAUKESHA MEMORIAL HOSPITAL	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
146	MK/S -EP LLC	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
147	BUTTS	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
148	WILLIAM RYAN HOMES	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
149	DURHAM	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
150	GOLEMGESKE	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
151	NEWMAN	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
152	BAKER	STANDARD abbrev stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
153	JENDRUSIAK	STANDARD abbrev stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
154	GM DEVELOPMENT	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
156	MESSNER	SHORT Abbrev Stnd	\$1,250.00	\$850.00	\$0.00	\$2,100.00
157	SENNOTT	STANDARD	\$1,690.00	\$850.00	\$0.00	\$2,540.00
158	BRUCHERT	STANDARD abbrev stnd	\$1,250.00	\$850.00	\$0.00	\$2,100.00
159	POWELEIT	STANDARD abbrev stnd	\$1,250.00	\$850.00	\$0.00	\$2,100.00
161	MAJESKIE	STANDARD abbrev stnd	\$1,250.00	\$850.00	\$0.00	\$2,100.00
162	CITY OF WAUKESHA	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
163	CITY OF WAUKESHA	SHORT Abbrev Stnd	\$1,250.00	\$850.00	NOT REQUIRED	\$2,100.00
	Total		\$70,240.00	\$42,500.00	\$0.00	\$112,740.00

(2.) CONSULTANT FEE COMPUTATION FOR CONSULTANT PROJECT MANAGEMENT			
		UOM	Cost per UOM
	Preparation of R/W Certification forms	LS	\$250.00
	Objective Appraisal Reveiws Negotiator	LS	\$5,100.00
	Project Management Including revised offers, parcel recommendations, review of owner reports, administrative settlements	LS	\$0.00
	TOTAL PROJECT MANAGEMENT		\$5,350.00

(3.) CONSULTANT FEE COMPUTATION FOR SALES STUDY			
		UOM	Cost per UOM
	Sales Study including sample TLE calculations	Lump Sum	\$3,500.00

TOTAL COSTS PROJECT ID 2788-00-22			
	Total Costs	\$121,590.00	

CONSULTANT FEE COMPUTATION FOR Expert Witness Testimony			
If authorized			
		UOM	Cost per UOM
	Hourly Rate	PER HOUR	\$175.00
	Minimum Charge	Lump Sum	\$525.00

ACQUISITION CAPABILITY STATEMENT

TABLE OF CONTENTS ON ACQUISITION CAPABILITY STATEMENTS

This Section is required on Local Real Estate Funded & State/Federal Real Estate Funded Projects

- Acquisition Capability Statement for Local Funded and State/Federal Funded Project Review Notes
- Copy of Acquisition Capability Statement (State/Federal Funded)
- Copy of Acquisition Capability Statement (Local Funded)
- Copy of Acquisition Capability Statement – Qualifications for LPA Staff
- Example of WisDOT Approved LPA Staff List
- Example of WisDOT Approved Appraiser Consultant List
- Example of WisDOT Approved Negotiator/Relocation Consultant List

ACQUISITION CAPABILITY STATEMENT REVIEW

Use the appropriate form for Local or State/Federal Funding

Acquisition Capability Statement – Qualifications for LPA Staff

- In the event an LPA wants to use their staff to perform Appraisals and /or Negotiations they must be on the “**Statewide List of LPA Staff Approved by WisDOT to Perform R/W Acquisitions**” (see attached list).
- If they are not on the list, they must take the course FHWA-NHI-141045 and complete the Acquisition Capability Statement – Qualifications for LPA Staff. (see attached) The ACS Qualifications for LPA Staff form is found in the LPA Manual under “Forms”,
- When form is complete and approved by WisDOT, upload in READS;

Acquisition Capability Statement when State/Federal Funding in Real Estate

- Once the DSR is approved and the Acquisition Consultant is selected submit the Acquisition Capability Statement to the LPA for completion.
- All individuals involved in the Appraisals, Negotiations and Relocation must be on the WisDOT approved list(s) and named in the Acquisition Capability Statement including their company.
- In the event the Acquisition Consultant individual has done previous work for LPA or WisDOT their statement of qualifications (resume) does not need to be included, however modify that line to read, “**on file at WisDOT.**”
- If there are no Relocations, delete Relocation paragraph, (2nd last paragraph)
- On a Traditional R/W Plat check the paragraph so it reads “**... filed with the County Clerk.**”
- On Transportation Project Plat check so it reads “**... recorded at The Register of Deeds.**”
- The name of the attorney with firm should be included in the last paragraph, in the event there is litigation. (see attached form).
- Upon review of the Acquisition Capability Statement and all individuals are on approved list(s) submit to SE Region LPA Coordinator and recommend WisDOT approval.

Acquisition Capability Statement when Local Funding in Real Estate

- Same as above except:
- The LPA must hire a Review Appraiser from the WisDOT Appraisal List whether there are appraisals, or all Nominal Waiver of Appraisals. The Review Appraiser is responsible for recommending Offering Price Report and/or Nominal Payment Parcel Report to the LPA for approval.

Acquisition Capabilities Statement – State and/or Federal Real Estate Funding

(Today's date)

-- Project Description in Brief --
Project ID: (number)
Highway Project: (name of road)
County: (name)
Parcels : All

(WisDOT RE Coordinator Name)
Wisconsin Department of Transportation
South East Region/Real Estate Section
141 NW Barstow Street
Waukesha, WI 53187

In preparation of the above described project, the city of (location) is prepared to proceed with acquisition of the necessary right of way.

Appraisals will be performed by (appraiser name) of (appraisal company) located at (full address). His/her statement of qualifications and experience is enclosed. (Appraiser name) of (appraisal company) will enter into a contract agreement with the city using contract forms and agreement language to be provided and reviewed by the LPA Management Consultant (MC), and approved by the Wisconsin Department of Transportation's Real Estate (RE) Coordinator.

A Wisconsin Department of Transportation review appraiser will conduct the appraisal review and shall indicate approval of the amount of compensation to be offered to the property owner using the Offering Price Report & Submittal (LPA1894). Subsequently, the offering price shall be approved and signed by (LPA government - authorized employee name and title; or, committee name).

Negotiations for the purchase of the real estate will be performed by:

- ☐ (Negotiator name) of (negotiation company) will enter into a contract agreement with the city of (location) using contract forms and agreement language to be provided and reviewed by the LPA Management Consultant (MC), and approved by the Wisconsin Department of Transportation's Real Estate (RE) Coordinator. His/her statement of qualifications and experience is enclosed. A copy of his/her per parcel itemization for services is also enclosed.
- ☐ (LPA staff) of the city of (location) is competent to negotiate on behalf of the city. The Acquisition Capability Statement - Qualifications for LPA Staff (unnumbered) is attached.

Administrative revisions, when appropriate, will be established by the city and include justification. The Administrative Revision (LPA1592) is to be reviewed by, approved and signed by the Wisconsin Department of Transportation. Then, (LPA government - authorized employee name and title; or, committee name) will approve and sign.

A copy of the Relocation Order (LPA1708) adopted by the city is enclosed, and a copy of a traditional plat has been filed with the County Clerk or a TPP recorded with the Register of Deeds.

Relocations, where needed, including the displacement of persons, businesses and/or farm operations will include a relocation plan with relocation services to be provided by (relocation agent name) of (relocation company) located at (full address). (Relocation agent name) of (relocation company) will enter into a contract agreement with the city using contract forms and agreement language to be provided and reviewed by the LPA Management Consultant (MC), and approved by the Wisconsin Department of Transportation's Real Estate (RE) Coordinator.

If any parcels have to be condemned or would go into litigation, this will be handled by (LPA government - authorized employee name and title; or, committee name).

Respectfully,

(type signature)

(Authorized LPA government employee name)
(title)

Enclosures

Acquisition Capability Statement – Local Real Estate Funding

(Today's date)

– Project Description in Brief –
Project ID: (number)
Highway Project: (name of road)
County: (name)
Parcels: All

(WisDOT RE Coordinator Name)
Wisconsin Department of Transportation
South East Region/Real Estate Section
141 NW Barstow Street
Waukesha, WI 53187

In preparation of the above described project, the city of (location) is prepared to proceed with acquisition of the necessary right of way.

Appraisals will be performed by (appraiser name) of (appraisal company) located at (full address). His/her statement of qualifications and experience is enclosed. (Appraiser name) of (appraisal company) will enter into a contract agreement with the city.

The review appraiser, (review appraiser name) of (company) (either a qualified member of LPA staff or a qualified consultant), will conduct a technical review and shall indicate approval of the amount of compensation to be offered to the property owner using the Offering Price Report & Submittal (LPA1894). Subsequently, the offering price shall be approved and signed by (LPA government - authorized employee name and title; or, committee name).

Negotiations for the purchase of the real estate will be performed by:

- ☐ (Negotiator name) of (negotiation company) will enter into a contract agreement with the city of (location). His/her statement of qualifications and experience is enclosed.
- ☐ (LPA staff) of the city of (location) is competent to negotiate on behalf of the city. The Acquisition Capability Statement - Qualifications for LPA Staff (unnumbered) is attached.

Administrative revisions, when appropriate, will be established by the city and include justification. The Administrative Revision (LPA1592) is to be reviewed by (LPA government - authorized employee name and title; or, committee name) who will approve and sign.

A copy of the Relocation Order (LPA1708) adopted by the city is enclosed, and a copy of traditional plat has been filed with the County Clerk or a TPP recorded with the Register of Deeds.

Relocations, where needed, including the displacement of persons, businesses and/or farm operations will include a relocation plan with relocation services to be provided by (relocation agent name) of (relocation company) located at (full address). (Relocation agent name) of (relocation company) will enter into a contract agreement with the city.

If any parcels have to be condemned or would go into litigation, this will be handled by (LPA government - authorized employee name and title; or, committee name).

Respectfully,

(type signature)

(Authorized LPA government employee name)
(title)

Enclosures

ACQUISITION CAPABILITY STATEMENT - QUALIFICATIONS FOR LPA STAFF

Unnumbered 09/25/13

LPA government (organization name):
County:

Qualifying LPA staff name:

Request date (today's):

Qualifying position title:

LPA contact info (phone and email):

Individual LPA staff performing right of way acquisition functions must complete the following prior to project acquisition.

Requirement #1 – Materials Review. Must qualify under either (A) or (B) below:

(provide date)

☐ (A) Local Public Agency (LPA) Manual for Right of Way Acquisition was read on:

☐ (B) Local Public Agency (LPA) Manual for Right of Way Acquisition will be read by:

Qualifying LPA staff signature

Date

The Local Public Agency (LPA) Manual for Right of Way Acquisition is accessible after registering for a Wisconsin User ID (WAMS ID), login at: https://trust.dot.state.wi.us/extntgtwy/dtid_real_estate/repmlpa/index.htm.

Requirement #2 – Formal Training. Must qualify under either (A), (B) or (C) below:

(provide date)

☐ (A) Course test results already on file with WisDOT. Required course and test was completed on:

☐ (B) Course test results attached. Required course and test was completed on:

☐ (C) LPA to provide test results at time of required course completion (course must be completed prior to starting acquisition process). Required course and test will be completed by:

~ Required Course ~

COURSE NAME: [Real Estate Acquisition Under the Uniform Act: An Overview](#)

COURSE NUMBER: FHWA-NHI-141045

CREDITS/CEU: 0.6 Units

FEE: \$0 Per Participant

LENGTH: 6 Hours

PROGRAM AREA: Real Estate

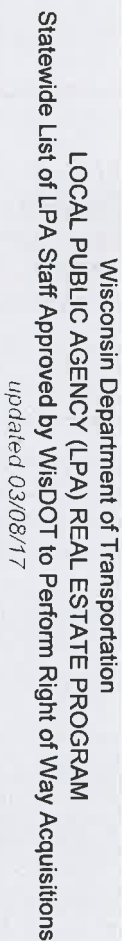
TRAINING LEVEL: Basic

COURSE DESCRIPTION: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) is the basis for Federally-funded real estate acquisition programs. This self-paced training provides an overview of the Uniform Act's three key elements: valuation, acquisition, and relocation. This course underscores the importance of following Uniform Act requirements when acquiring property for a federally-funded transportation project.

Note: This required course, "Real Estate Acquisition Under the Uniform Act: An Overview" can be viewed with test performed on the National Highway Institute (NHI) website at: <http://www.nhi.fhwa.dot.gov/default.aspx>.

It is the responsibility of the LPA to ensure that all state and federal procedures and laws are followed.

Contact your LPA Management Consultant (MC) with any questions and further instruction.



Wisconsin Department of Transportation
LOCAL PUBLIC AGENCY (LPA) REAL ESTATE PROGRAM
Statewide List of LPA Staff Approved by WISDOT to Perform Right of Way Acquisitions
updated 03/08/17

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Wisconsin Department of Transportation
LOCAL PUBLIC AGENCY REAL ESTATE PROGRAM
STATEWIDE LIST OF APPROVED LPA FEE APPRAISAL CONSULTANTS
Updated 03/15/17

▼ Click down arrow(s) to use auto sortfilter.

CONTACT	COMPANY	PHONE	FAX	MAILING ADDRESS	EMAIL	COMMENTS*
Anderson, John	Vogels Buckman Appraisal Group, Inc.	920-437-1717	920-437-1717	2005 S Webster Ave, Green Bay WI 54301	johna@vogelsbuckman.com	
Badtke, Dennis	Badgerland Farm Credit Services	920-922-9940	920-922-9940	N5776 County Rd D, PO Box 870, Fond du Lac WI 54436	dennis_badtke@badgerlandfinancial.com	
Berg, Kimberly	Midwest Professional Appraisal, Inc.	608-784-4288	608-784-4288	300 2nd St N, Suite 220, PO Box 126, LaCrosse WI 54601	mail@midwestprofessionalappraisal.com	
Bock, Gene	Southern Wis Appraisal (G.A. Bock & Assoc.)	262-886-2450	262-886-2450	1055 Prairie Dr, Suite C, Racine WI 53406	gene@gabock.com	
Boll, Steve	Single Source, Inc.	262-789-8300 x103	262-789-8300	1250 S Sunny Slope Rd, Brookfield WI 53005	steve@single-source-inc.com	
Britton, Maria	O.R. Colan Group, LLC	608-632-0261	608-632-0261	4600 Summerlin Rd, Suite C2-537, Fort Myers, FL 33919	mbrition@orcolan.com	
Buckley, Jay	Civil Engineering Professionals (CEP), LLC	608-960-7646	608-960-7646	6418 Normandy Lane Suite 200 Madison, WI 53719	najim@cepcompany.com	
Buckman, Mary	Vogels Buckman Appraisal Group, Inc.	920-437-1717	920-437-1717	2005 S Webster Ave, Green Bay WI 54301	maryb@vogelsbuckman.com	
Connor, Douglas	Great Lakes Realty Advisory Group	608-255-3802	608-255-3802	448 W Washington Ave, Madison WI 53703	dconnor@glraq.com	
Davis, Ann	CORRE, Inc.	608-826-6155	608-826-6155	175 E Wisconsin Ave, Oconomowoc WI 53066	adavis@correinc.com	
Dickson, Richard	CORRE, Inc.	608-234-8728	608-234-8728	1802 Warden St, Eau Claire WI 54703	rdickson@correinc.com	
Dolezalek, Dustin	Scott Appraisal Company	608-274-6844	608-274-6844	5025 Old Middleton Rd, Madison WI 53705	dustin@scotappraisallc.com	
Dunman, Kevin	Dunman Appraisal Group, LLC	920-487-2345	920-487-2345	N7089 Longfellow Rd, Algona WI 54201	kevin@dunmanappraisals.com	
Ellertson, David	Midwest Professional Appraisal, Inc.	608-784-4288	608-784-4288	300 2nd St N, Suite 220, PO Box 126, LaCrosse WI 54601	mail@midwestprofessionalappraisal.com	
Fenendael, Greg	Vogels Buckman Appraisal Group, Inc.	920-437-1717	920-437-1717	2005 S Webster Ave, Green Bay WI 54301	gfredt@vogelsbuckman.com	
Fritz, Stuart	American Appraisal Associates, Inc.	414-225-1022	920-757-6601	411 E Wisconsin Ave, Ste 1900, Milwaukee WI 53201	sfritz@american-appraisal.com	
Gagnow, Jeff	Appraisal Consultants	920-757-6601	920-757-6601	N1705 Ridgeway Dr, Greenville WI 54942-8527	jgagnow@hotmail.com	
Gargulak, Jon	Gargulak Appraisal Services, LLC	715-234-9049	715-234-9049	801 Hammond Ave, Rice Lake WI 54868	jgargulak@chbardun.net	
Gundlach, Mike	Gundlach Appraisal & Consulting	414-550-0709	262-781-3337	17720 County Ln, Brookfield WI 53045	mikegundlach@wi.rr.com	
Hanson, Erik	Midwest Professional Appraisal, Inc.	608-784-4288	608-784-4288	300 2nd St N, Suite 220, PO Box 126, LaCrosse WI 54601	mail@midwestprofessionalappraisal.com	
Headrick, Mario	SRF Consulting Group, Inc.	608-433-2303	608-433-2303	237 Black River Ave, Westby WI 54667	mheadrick@srfconsulting.com	
Heise-Frye, Cindy	Appraisers Inc. of Green Bay	920-437-8731	920-437-8731	615 South Monroe Ave, Green Bay WI 54301	cindyhise@new.rr.com	
Hicks, Gregory	Hicks Company Inc.	608-424-9877	608-424-9877	102 W Main St, Belleville WI 53508	greq@hicks-company.com	
Holt, Gary	J.C. Norby & Associates	715-834-9953	715-834-9953	2115 E Claremont Ave, Ste 2, Eau Claire WI 54701	info@jcnorby.com	
Hua, Binh	S and S Real Estate Appraisal Service	262-925-8848/262-878-3706	262-925-8848	1014 Vine St, Union Grove WI 53182	binh@ssappraiser.com	
Huth, Gerald	Huth Appraisals	920-583-3223	920-583-3223	W9096 Cty AS, Oakfield WI 53065	huth@wildblue.net	
Jelak, George	Jelak Realty Advisors, LLC	608-271-3443	608-271-3443	437 S Yellowstone Dr, Ste 113, Madison WI 53719-2902	rosie@jenkinsappraisalgroup.com	
Jenkins, Rose	Jenkins Appraisal Group, LLC	608-630-6541	608-630-6541	4529 Surrey Ct, Madison WI 53704	ic@cepcompany.com	
Johnson, James (JC)	Civil Engineering Professionals (CEP), LLC	608-960-7646	608-960-7646	6418 Normandy Lane Suite 200 Madison, WI 53719	ic@cepcompany.com	
Joos, David	Badgerland Farm Credit Services	608-754-4715	608-754-4715	Box 1330, Janesville WI 53447-1330	david_joos@badgerlandfinancial.com	
Karl, Robert	Steigerwaldt Land Services, Inc.	715-453-3274	715-453-3274	856 N 4th St, Tomahawk WI 54487	robk@stisomahawk.com	
Kielisch, Kurt	Appraisal Group One	920-233-9836	920-233-9836	2401 Omro Rd, Oshkosh WI 54902	keirol@forinsic-appraisal.com	
Kooh, James	Scott Appraisal Company	608-274-6844	608-274-6844	5025 Old Middleton Rd, Madison WI 53705	bidrequest@scotappraisallc.com	
Kramer, Gary	Kramer Appraisals	920-893-0880	920-893-0880	220 Frederick St., Plymouth, WI 53073	gkramer1@wi.rr.com	
Lalor, Tierney	Lalor Land Services, LLC	920-261-6608	920-261-6608	1425 Country Club Ln, Watertown, WI 53098	jlalor1425@charter.net	
Lauenstein, Steve	Lauenstein & Associates	414-732-2880	414-732-2880	6373 N Jean Nicolet Rd, Ste 100, Milwaukee, WI 53217	steve@la-appraisal.com	
LeBrun, Darin	Streetland, LLC	715-573-1986	715-573-1986	623 Broken Arrow Rd, Wausau, WI 54401	dlebrun@streetlandllc.com	
Leonard, Thomas *	Single Source, Inc.					Conditional approval
Locky, Anthony	Locky Valuation Services, LLC	414-793-6507	414-793-6507	2810 N 69th St, Milwaukee, WI 53210	alocky@locky-valuation.com	
MacWilliams, Scott	S. L. MacWilliams Co., Inc.	608-835-5861	608-835-5861	107 S Main St, Oregon WI 53575	scott@slmacwilliams.com	
Makarewicz, Tom		414-839-5293	414-839-5293		westermak@hotmail.com	
Mann, Steven	Mann & Associates	920-232-9882	920-232-9882	424 Hazel St, Oshkosh WI 54901	stevenmann@new.rr.com	
McSorley, Marc	Single Source, Inc.	262-789-1300	262-789-1300	1250 S Sunny Slope Rd, Brookfield WI 53005	marc@mscorley-mcorley.com	
Morgan, Theodore	Theodore M Morgan	715-225-7179	715-225-7179	PO Box 2, Chetek WI 54728	tedmorgan@huges.net	
Muth, Mary Jane	Management Consultant	414-483-9300	414-483-9300	3647 S Chase, Milwaukee WI 53207	mjm@westernstates.com	
Nicholson, Lawrence	Nicholson Group, LLC	262-369-5400 x24	262-369-5400	5515 S Industrial Dr, Suite 207, Hartland WI 53029	lnicholson@nicholson-group.com	
Norby, James	J.C. Norby & Associates	715-834-3953	715-834-3953	2115 E Claremont Ave, Ste 2, Eau Claire WI 54701	info@jcnorby.com	
Olson, Jeffrey	Compass Land Consultants, Inc.	715-355-0600 x104	715-355-0600	9559 Bolger Lake Rd, Minocqua, WI 54548	jeff@compasslandconsultants.com	Also in Michigan
Poleack, Ronald *	Park Avenue Real Estate Services, LLC	608-448-7731	608-643-4058	485 Park Ave, Prairie Due Sac WI 53578	rjpoleack@yahoo.com	Review work only!



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STATEWIDE LIST OF APPROVED LPA FEE APPRAISAL CONSULTANTS

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Radichel, Frederick	Radichel & Associates, LLC	715-835-0885	1/15/2007	1810 Susan Dr., Eau Claire WI 54701	fradichel@charter.net	
Radichel, John	Radichel & Associates, LLC	715-835-0885	9/14/2007	1810 Susan Dr., Eau Claire WI 54701	fradichel@charter.net	
Rasmussen, Ronald	FCS Financial Services	715-832-6370	9/14/2007	4115B Robin Rd., Eau Claire WI 54703	ron.rasmussen@lamcredit.com	
Richardson, Brian	SRF Consulting Group, Inc.	608-433-2506	6/20/2007	317 South 4th St., Suite 359, La Crosse WI 54601	brianrichardson@srfconsulting.com	
Roberts, Aari	AJ Appraisals	920-699-4371	6/20/2007	N7568 Little Coffee Rd., Watertown WI 53094	aar@ajappraisals.com	
Rolling, John	Rolling & Company	608-231-2120	6/20/2007	222 N Midvale Blvd., Madison WI 53705	john@rollingandco.com	
Rucinski, Paul	Precision Appraisal Services, Inc.	262-255-8130	1/15/2007	N92 W17420 Appleton Ave., 105 Menomonie Falls WI 53051	pr@precision-app.com	
Schroeder, Cheryl	Becher-Hoppe Associates, Inc.	715-845-8000	8/28/2007	330 Fourth St., PO Box 8000, Wausau WI 54402	cschroeder@becherhoppe.com	
Scott, Garth	Scott Appraisal Company	608-274-6844	6/20/2007	5025 Old Middleton Rd., Madison WI 53705	bidrequest@scottappraisalsllc.com	
Scott, Karen	Scott Appraisal Company	608-274-6844	6/20/2007	5025 Old Middleton Rd., Madison WI 53705	bidrequest@scottappraisalsllc.com	
Schultz, Stephen	Southern Wis Appraisal (G.A. Bock & Assoc.)	262-886-2450	6/20/2007	1055 Prairie Dr., Suite C, Racine WI 53406		
Smith, Marilyn	Smith Appraisal Services, LLC	262-567-9832	6/20/2007	N57W34795 Cattail Ct., Oconomowoc WI 53066	smithconsultants@sbcglobal.net	
Smith, Mark	Smith Appraisal Services, LLC	262-567-9832	6/20/2007	N57W34795 Cattail Ct., Oconomowoc WI 53066	smithconsultants@sbcglobal.net	
Schmuck, Nick	Schmuck Real Estate LLC	608-345-6611	1/15/2007	5731 Burnell Dr., Eau Claire WI 54703	schmucknick@gmail.com	
Solum, Craig	Solum & Associates	715-635-9336	9/13/2007	329 S River St., PO Box 280, Spooner WI 54801	craig@solumappraisal.com	
Steigewaldt, Edward	Steigewaldt Land Services, Inc.	715-453-3274	9/13/2007	856 N 4th St., Tomahawk WI 54487	ed.steigewaldt@steigewaldt.com	
Steigewaldt, Lee	Steigewaldt Land Services, Inc.	715-453-3274	9/13/2007	856 N 4th St., Tomahawk WI 54487	lee@slstomahawk.com	
Steiro, David	Steiro Appraisal Service, Inc.	262-497-1849	9/13/2007	2244 Fox Heights Ln., Ste 101, Green Bay WI 54304	dave@steiroappraisal.com	
Silloski, Steve	Commercial Property Consultants, Inc.	262-667-9092	9/20/2007	PO Box 529, Jackson WI 53037	cpc1@sbcglobal.net	
Swan, Tom	Tom Swan & Associates, Inc.	920-361-2940	9/14/2007	119 N Wisconsin Ave., Berlin WI 54923	tomtsai@centurytel.net	
Thompson, Gary	National Appraisal Corporation	414-383-2122	6/20/2007	3359 S 13th St., Milwaukee WI 53215-5009	gary@national-appraisal.com	
Thomas, Otis	Thomas Real Estate Appraisal Consultants	608-244-6034	6/20/2007	PO Box 259962, Madison, WI 53725	otis.thomas@sbcglobal.net	
Trapp, Robert	Argianas & Associates	262-492-3645	6/20/2007	5509 Belmont Rd., Downers Grove, IL 60515	trapp@argianas.com	
Wagner, Patrick	Quality Valuation Service	608-241-3813	6/20/2007	5 Clarendon Ct., Madison WI 53704	pat.wagner@charter.net	
Wagner, Thomas	Accurate Appraisal Services, Inc.	608-241-0938	6/20/2007	6 Lukken Ct., Madison WI 53704	accadpp@sbcglobal.net	
Werner, Jeff	JC Norby & Associates	715-834-3953	9/19/2007	2115 E Clarendon Ave., Ste 2, Eau Claire WI 54701	info@jcnorby.com	
White, Cindy	CORRE Inc	715-491-6980	9/19/2007	1802 Warden St., Eau Claire WI 54703	cwhite@correlinc.com	
Williams, Scott	Scott Williams Appraisal, Inc.	715-842-3311	9/19/2007	1816 Grand Ave., Wausau WI 54403-6869	scott@scottwilliamsappraisal.com	
Zarem, Kevin	Metropolitan Appraisal, LLC	262-240-9600	6/20/2007	11402 N Port Washington Rd #201, Mequon WI 53092	kzarem@metropolitan-ap.com	

Contact: WISDOT/BTS-RE, Attn: sherry miner@dot.wi.gov, 608-266-2370 with updates



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NAME	COMPANY	STREET ADDRESS	CITY	STA	ZIP	PHONE (OFFICE)	PHONE (CELL)	EMAIL	NEGRELO
MURPHY, ED	EL MURPHY & ASSOCIATES	3754 NORTH 42ND ST	MILWAUKEE	WI	53216	414-324-3202		emurphy391@aol.com	N
OSTROWSKI, MIKE	CORRE INC	1802 WARDEN ST	EAU CLAIRE	WI	54703	608-826-6145	715-225-7559	mstrowski@correinc.com	N
RAMLET, PHILIP	OMNI ASSOC INC	ONE SYSTEMS DR	APPLETON	WI	54914	920-830-6112		phil.ramlet@omni.com	N
ROLF, PENNY	WSB & ASSOC INC	701 XENIA AVE STE 300	MINNEAPOLIS	MN	55416	763-231-4868	612-360-1314	prolf@wsbma.com	N, R
RUDOLPH, DONALD	N/A	1320 31ST ST	LA CROSSE	WI	54601	608-788-5568		dgrudolph@centurytel.net	N, R
RUDOLPH, KATHY	CORRE INC	1802 WARDEN ST	EAU CLAIRE	WI	54703				N, R
SADLER, LAURA	TERRAVENTURE ADVISORS LLC	13500 WATERTOWN PLANK RD STE 200	ELEM GROVE	WI	53122	414-327-2607	414-870-8822	lsadler@tva-llc.com	N, R
SCHROEDER, CHERYL	BECHER-HOPPE ASSOCIATES INC	330 FOURTH ST PO BOX 8000	WAUSAU	WI	54402	715-845-8000	715-845-8008	cschroeder@becherhoppe.com	N
SEIBEL, ASHLEY	TIMBERS-SELISSEN-RUDOLPH LAND SPECIALIST INC	1030 OAK RIDGE DR SUITE 2	EAU CLAIRE	WI	54701	715-830-0544	715-379-8602	ashley@tsland.org	N
SELISSEN, DAVE	TIMBERS-SELISSEN-RUDOLPH LAND SPECIALIST INC	1030 OAK RIDGE DR SUITE 2	EAU CLAIRE	WI	54701	715-830-0544	715-377-2301	dave@tsland.org	N, R
SIMPSON, STEPHEN	THE HIGHLAND GROUP	110 N THIRD ST	WATERTOWN	WI	53094	920-262-2150	920-968-5150	steve@highlandgrp.org	N, R
SKIBINSKI, BARBARA	MSA PROFESSIONAL SERVICES	1835 N STEVENS STREET	RHINELANDER	WI	54501	715-362-3244	715-367-6104	bskibinski@msa-ps.com	N, R
SMITH (MASSEY), BETH	TERRAVENTURE ADVISORS LLC	13500 WATERTOWN PLANK RD STE 200	ELEM GROVE	WI	53122	414-327-2607	608-220-7770	beth@tva-llc.com	N, R
SMITH, MARK	SMITH APPRAISAL SERVICE LLC	N57W34795 CATTAIL CT	OCONOMOWOC	WI	53066	262-567-9832	920-390-0075	smith@consultants@sbcdolbel.net	N
SMITH, RONALD	SMITH FIELD SERVICE	N3605 SAVAGE RD	WAUPUN	WI	53963	920-324-5663	920-539-5663	sls@waupun@powercom.net	N
SOLUM, CRAIG	SOLUM & ASSOCIATES	329 S RIVER ST PO BOX 280	SPOONER	WI	54801	715-635-9336		craig@solumappraisal.com	N
SPENNER, DONALD	SPENNER CONSULTANT SERVICES	N75 W23453 N RIDGEVIEW CT	SUSSEX	WI	53089	262-246-4197		dspender@excite.com	N, R
STEIGERWALDT, ED	STEIGERWALDT LAND SERVICES	856 N FOURTH ST	TOMAHAWK	WI	54487	715-453-3274	715-966-0371	eds@stisomahawk.com	N
STEINHAEUER, BETH	MSA PROFESSIONAL SERVICES	2901 INTERNATIONAL LN SUITE 300	MADISON	WI	53704	608-242-6622		bstinhauer@msa-ps.com	N
TAVES, BARBARA	N/A	W3795 COUNTY RD A	TOMAHAWK	WI	54487	715-966-0374		barbaves59@gmail.com	N
VORSTENBOSCH	PRAIRIE LAND SERVICES INC	1502 SAPPHIRE WAY	SUN PRAIRIE	WI	53590	608-837-0221			N, R
WAGNER, PATRICK	QUALITY VALUATION SERVICE	5 CLARENDEEN CT	MADISON	WI	53704	608-241-3813	608-843-3813	pat.wagner@charter.net	N
WAGNER, THOMAS	WAGNER APPRAISAL & ACQ GROUP	6 LUKKEN CT	MADISON	WI	53704	608-241-0938	608-358-7325	accapad@sbcdolbel.net	N
WEIL, TERI	TERRAVENTURE ADVISORS LLC	PO BOX 139	ARLINGTON	WI	53911	608-635-4401	608-609-8821	ter@tva-llc.com	N
WEISLING, JAMES	DAAR ENGINEERING INC	325 E CHICAGO ST SUITE 500	MILWAUKEE	WI	53202	414-750-9939	414-750-9939	jim.weisling@daarcorp.com	N
WISTE, CYNTHIA	SRE CONSULTING GROUP INC	1 CARLSON PKWY N SUITE 150	PLYMOUTH	WI	55447	763-249-6740		cwiste@srtcconsulting.com	N, R
WHITE, CINDY	CORRE INC	1802 WARDEN ST	EAU CLAIRE	WI	54703	608-826-6148	715-491-6980	cwhite@correinc.com	N
ZWART, DEREK	CORRE INC	175 E WISCONSIN AVE SUITE 27	OCONOMOWOC	WI	53066	608-826-6295	414-940-8462	dzwart@correinc.com	N

Contact WisDOT/BTS-RE; Attn: sherry.miner@dot.wi.gov; 608-266-2370 with updates



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NAME	COMPANY	STREET ADDRESS	CITY	STA	ZIP	PHONE (OFFICE)	PHONE (CELL)	EMAIL	NEGRELO
AHLES, CAROL	STEIGERWALDT LAND SERVICES	856 N FOURTH ST	TOMAHAWK	WI	54487	715-453-3274	715-453-8325	carol@stisomahawk.com	N
ALLAN, HOWARD	PRAIRIE LAND SERVICES INC	4750 INNOVATION DR	DEFORREST	WI	53532	608-837-0221		hailan@plstrow.com	N, R
ANDERSON, WARD	SUPERIOR R/E SERVICES LLC	PO BOX 111 (Box 920-336-6800)	DEPERE	WI	54115		920-339-9656	ward@shesqlobal.net	N, R
BAKER, GERALD	SINGLE SOURCE	1250 SOUTH SUNNY SLOPE RD	BROOKFIELD	WI	53005	262-789-8300	414-278-4876	gerald@single-source-inc.com	N
BARNARD, PAMELA	ULTEIG	4285 LEXINGTON AVE N	ST PAUL	MN	55126	651-415-6687		pam.reksiedt@barnard@ulteig.com	N
BARON, CHRISTOPHER	CIVIL ENGINEERING PROFESSIONALS (CEP) LLC	6418 NORMANDY LN STE 200	MADISON	WI	53719	608-960-7646	920-397-9851	christopher@cepcompany.com	N
BECKMAN, LISA	ULTEIG	5201 E RIVER RD SUITE 308	MINNEAPOLIS	MN	55421	763-259-7809		lisa.beckman@ulteig.com	N, R
BEER-PEMBERTON, MEGAN	CORRE INC	1802 WARDEN ST	EAU CLAIRE	WI	54703	608-826-6292	715-350-9089	mmpemberton@correinc.com	N, R
BOCK, GENE	SOUTHERN WISCONSIN APPRAISAL	1055 PRAIRIE DR SUITE C	RACINE	WI	53406	262-886-2450		gene@qabock.com	N
BOLL, STEVE	SINGLE SOURCE	1250 SOUTH SUNNY SLOPE RD	BROOKFIELD	WI	53132	262-789-8300 Ext 103	262-789-1302	steve@single-source-inc.com	N
BRITTON, MARLA	O R COLAN GROUP LLC	4600 SUMMERLIN RD SUITE C2-537	FT MEYERS	FL	33919	608-632-0261		mrbritton@orcollan.com	N, R
BROCK, DENNIS	BROCK APPRAISAL & REAL ESTATE SVCS	N10524 PINE LAKE RD	GLEASON	WI	54435	715-921-2408		travrt0148@gmail.com	N
BROLIN, MIKE	MI-TECH SERVICES INC	4001 FELLAND RD SUITE 108	MADISON	WI	53718	608-244-4140		mbrolin@mi-tech.us	N
CAN, GERALD	PRAIRIE LAND SERVICES INC	1502 SAPPPIRE WAY	SUN PRAIRIE	WI	53590	608-837-0221			N, R
CUMMINGS, MICHAEL	CONTRACT LAND STAFF LLC	N13W24133 RIVERWOOD DR SUITE 160	WAUKESHA	WI	53188	262-910-0031	414-630-5400	michael.cummings@contractlandstaff.com	N
CURREN, KATHY	CORRE INC	681 BAETEN RD SUITE 2	GREEN BAY	WI	53304	920-593-7594	920-621-9944	kcurren@correinc.com	N
DELLENBACH, SCOTT	TERRAVENTURE ADVISORS LLC	13500 WATERTOWN PLANK RD STE 200	ELM GROVE	WI	53122	414-327-2607	414-870-8820	scott@vs-llc.com	N, R
DETMANN, DELBERT	DETMANN & ASSOCIATES LLC	2820 FARM HILL CT	BROOKFIELD	WI	53005	262-754-8757	414-349-1977	delbert@detmann@wlr.com	N, R
DICKSON, RICHARD	CORRE INC	1802 WARDEN ST	EAU CLAIRE	WI	54703	608-826-6128	608-234-3728	rdickson@correinc.com	N
DOST, ART	ULTEIG	4285 LEXINGTON AVE N	ST PAUL	MN	55126	651-415-6615		art.dost@ulteig.com	N
DOWNEY, NANCY	SINGLE SOURCE	1250 SOUTH SUNNY SLOPE RD	BROOKFIELD	MN	53005	262-789-8300			N, R
DRAHEIM, REGINOLD	DRAHEIM CO	1096 REED ST	GREEN BAY	WI	53303	920-497-1000	920-606-6366	regdraham@hotmail.com	N, R
DRUM, DEANNA	OMNI ASSOC INC	ONE SYSTEMS DR	APPLETON	WI	54914	800-571-6677	920-735-6900	deanna.drum@omni.com	N
ELERTSON, DAVID	MIDWEST PROFESSIONAL APPRAISAL	225 N 3RD ST	LA CROSSE	WI	54601	608-784-4288		mail@midwestprofessionalappraisal.com	N
ERICKSON, MARSHA	ERICKSON RIGHT OF WAY SERVICES LLC	3536 EAST AVE S #B8	LA CROSSE	WI	54601	608-738-5759		marsha.erickson@gmail.com	N, R
FINN, LYNDA	CORRE INC	175 E WISCONSIN AVE STE N	OCONOMOWOC	WI	53066	262-354-3014	262-573-8350	lfinn@correinc.com	N
FLYNN, RONALD	CRAIG SOLUM & ASSOC	26378 7 1/2 AVE	CHETEK	WI	54728	715-764-1061	715-225-8600	rflynn@charter.net	N
GIJSE, ANN	TERRAVENTURE ADVISORS LLC	PO BOX 1568	JANESVILLE	WI	53547	608-333-5501		ann@tva-llc.com	N
GRUBER, FRED	JEWELL ASSOCIATES ENGINEERS INC	560 SUNRISE DR PO BOX 995	SPRING GREEN	WI	53588	608-888-7484		fred.gruber@jewellassoc.com	N
HAGEWEISTER, HAAKON	STEIGERWALDT LAND SERVICES	866 N FOURTH ST	TOMAHAWK	WI	54487	715-453-3274		haakon.h@steigerwaldt.com	N
HAGUE, MILLIE LENSELINK	RAW ASSOCIATES	525 GRANDVIEW HEIGHTS CT	MEMONIEE	WI	54751	808-235-1100	715-505-2352	miller@wvt.net	N
HAGUE, VINCE	RAW ASSOCIATES	525 GRANDVIEW HEIGHTS CT	MEMONIEE	WI	54751	715-235-0821	715-505-2355	vhague@wvt.net	N
HALLEY, BARBARA	MSA PROFESSIONAL SERVICES	1230 SOUTH BLVD	BARABOO	WI	53913	800-362-4505		barb@msa-ps.com	N
HELVEY, KENNETH	SRF CONSULTING GROUP INC	1 CARLSON PKWY N SUITE 150	PLYMOUTH	MN	55447	763-249-6785	612-803-5053	kenhelvey@sriconsulting.com	N, R
HERALD, ROBERT	ROBERT P HERALD & ASSOCIATES	5101 SHORECREST DR	MIDDLETON	WI	53562	608-836-0789	608-843-4350	rherald@charter.net	N
HUMPHREY, LAURA	TIMBERS-SELISSEN-RUDOLPH LAND SPECIALIST INC	1030 OAK RIDGE DR SUITE 2	EAU CLAIRE	WI	54701	715-830-0544	715-781-0646	laurah@island.org	N
HUTCHINSON, DAVON	ULTEIG	4285 LEXINGTON AVE N	ST PAUL	MN	55126	651-415-6685		davon.hutchinson@ulteig.com	N
HUTNIK, PEG (MARGARET)	MSA PROFESSIONAL SERVICES	13 HICKORY HOLLOW DR	MADISON	WI	53705	608-242-6628		phutnik@msa-ps.com	N, R
ISAACSON, JODY	STEIGERWALDT LAND SERVICES	866 N FOURTH ST	TOMAHAWK	WI	54487	715-453-3274	715-453-8325	jody@stisomahawk.com	N
JOHNSON, JAMES (J C)	CIVIL ENGINEERING PROFESSIONALS (CEP) LLC	6418 NORMANDY LN STE 200	MADISON	WI	53719	608-960-7646	608-215-2606	jalim@cepcompany.com	N
KREWSON, SHARON	SOUTHERN WISCONSIN APPRAISAL	5103 24TH PLACE	KENOSHA	WI	53144	262-566-7005	262-486-7427	sharkrewson@yahoo.com	N
KROPP, JOHN	STEINBRECHER & MENEAU INC (S.M.I.)	102 REVERE DR	MAINTOWOC	WI	54220	920-684-5583	920-684-5584	inkropp@aol.net	N
LAMP, SARAH	THE HIGHLAND GROUP	110 N THIRD ST	WATERTOWN	WI	53094	920-262-2150	920-986-5150	sarah@highlandgrp.org	N, R
LEBRUN, DARRIN	STREETLAND LLC	823 BROKEN ARROW RD	WAUSAU	WI	54401	715-573-1986		dlebrun@streetlandllc.com	N
MAGRAY, CYNTHIA		12639 VELP AVE	GREEN BAY	WI	54313		920-609-5190	cindy.magray@hotmail.com	N, R
MANN, STEVEN	MANN & ASSOCIATES	424 HAZEL ST	OSHKOSH	WI	54901	920-232-9882		stevenmann@newrr.com	N
MARX, JEFFREY	HDR	2810 CROSSROADS DR SUITE 4000	MADISON	WI	53718	608-358-8039		jeffrey.marx@hdrinc.com	N, R
MATUSIN, DENNIS	DAAR ENGINEERING INC	325 E CHICAGO ST SUITE 500	MILWAUKEE	WI	53202	414-935-4369	262-337-3232	dennis.matusin@daarcorp.com	N
MCCARTHY, JAMES	STRAND ASSOCIATES	910 WINGRA DR	MADISON	WI	53715	608-251-4843	608-251-8655	james.mccarthy@strand.com	N
MCSORLEY, MARC	SINGLE SOURCE	1250 SOUTH SUNNY SLOPE RD	BROOKFIELD	WI	53005	262-789-8300 Ext 103	262-789-1302	marc@single-source-inc.com	N
MIESBAUER, GERALD	G J MIESBAUER & ASSOCIATES INC	PO BOX 470	BELLEVILLE	WI	53508	608-424-3330	608-235-1520	gerj@miesbauer.com	N
MIESBAUER, PETER	G J MIESBAUER & ASSOCIATES INC	PO BOX 470	BELLEVILLE	WI	53508	608-424-3330	608-219-1197	peter@miesbauer.com	N, R
MOSS, PATRICK	MOSS AND ASSOCIATES	1249 ALICE DR	GREEN BAY	WI	54304	920-494-5931	920-680-2635	mossassociatesllc@gmail.com	N
MOSS, RANDY	MOSS AND ASSOCIATES	1249 ALICE DR	GREEN BAY	WI	54304	920-494-5931	920-660-7481	mossassociatesllc@gmail.com	N, R

REAL ESTATE STARTUP MEETING AGENDAS

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- Real Estate Startup Meeting Process Notes
- Real Estate Startup Meeting Agenda when State/Federal Real Estate Funded
- Real Estate Startup Meeting Agenda when Local Real Estate Funded

REAL ESTATE STARTUP MEETING PROCESS

When State/Federal Funding in Real Estate

- Approximately 4 weeks after Cost Estimate and Project Cost Allocation is submitted and approved by WisDOT, request LPA to arrange a Real Estate Startup Meeting, typically at their office.
- LPA shall send out availability request for meeting.
- Attendance should include:
 - individual(s) from LPA;
 - Design Consultant;
 - Acquisition individual(s), Appraiser(s), Negotiator(s), Relocation Agent if applicable;
 - Statewide and /or Regional Review Appraiser(s);
 - SE Region WisDOT LPA Coordinator;
 - SE Region Real Estate Management Consultant (DAAR);
- SE Region Real Estate Management Consultant (DAAR) shall prepare the Real Estate Startup Meeting Agenda and distribute to individuals attending. (see attached example). In addition request the LPA to have copies of R/W Plat for each and 1 set of plans available for discussion.
- After Real Estate Startup Meeting is complete, provide Real Estate Startup Meeting Notes, distribute and upload into READS

When Local Funding in Real Estate

- As soon as the Design Study Report is Approved request LPA to arrange a Real Estate Startup Meeting, typically at their office.
- LPA shall send out availability request for meeting.
- Attendance should include:
 - individual(s) from LPA;
 - Design Consultant;
 - Acquisition individual(s), Appraiser(s), Negotiator(s), Relocation Agent if applicable,
 - The *Review Appraiser that the LPA hires from the WisDOT Approved Appraiser or may choose their Assessor, if he/she meets the qualifications;
 - SE Region WisDOT LPA Coordinator;
 - SE Region Real Estate Management Consultant (DAAR);
- SE Region Real Estate Management Consultant (DAAR) shall prepare the Real Estate Startup Meeting Agenda and distribute to individuals attending. (see attached example). In addition request the LPA to have copies of R/W Plat for each and 1 set of plans available for discussion.

- After Real Estate Startup Meeting is complete, provide Real Estate Startup Meeting Notes, distribute and upload into READS.

***The LPA must hire a Review Appraiser from the WisDOT Appraisal List whether there are appraisals, or all Nominal Waiver of Appraisals. The Review Appraiser is responsible for recommending appraisal approval to the LPA and/or Nominal Payment Parcel Report.**

|



REAL ESTATE START-UP ACQUISITION MEETING AGENDA

Project ID XXXX-XX-XX; Road

(Project Termini)

_____ County
Date _____

I. Introductions

II. Schedule

- A. Project PS&E Date: _____;
- B. Project Letting Date: _____;
- C. Environmental Document Approval: _____;
- D. Design Study Report Approval: _____;
- E. Encroachment Report, prepared by _____ on _____ and approved by WisDOT on _____;
 - 1) Each encroachment within the Limits of the project must be shown in the report.
 - 2) Encroachments to be Removed Prior to Construction; If allowed **each** encroachment must be identified via Revocable Occupancy Permit with photograph;
- F. Cost Estimate: prepared by _____ on _____; Project Cost Allocation prepared by _____, DAAR Engineering, Inc. MC and to submitted to WisDOT Planning/Real Estate on _____; Real Estate Funding encumbered on _____;
- G. Final R/W Plat Approval: _____;
- H. Relocation Order Filed/Recorded: _____;
- I. _____ Real Estate Parcels, _____ Utility release of Rights parcels;
- J. Utilities – Release of Rights to be secured by: _____ of _____;
- K. Sensitive/Priority Parcels: _____;
- K. Introduction Letters and Brochures to be sent to property owners by: _____ on _____;
- L. R/W Staking to be accomplished by _____ on _____;
- M. Acquisition Capability Statement Approval: _____;
- N. WisDOT Review Appraisers: Appraisals under \$10,000.00, _____, Regional Review Appraiser; Appraisals over \$10,000.00, _____, Statewide Review Appraiser;

- O. Appraisal Review Completion Date: **6 weeks** after Appraisal Reports are submitted to WisDOT Review Appraiser(s) for approval;
- P. LPA Project Management: _____, of _____ LPA;
- Q. _____, (designer) shall forward State Certificate of R/W (DT 1899, rev.3/28/14) in WORD Version to DAAR Engineering, Inc. ASAP;
- R. Establishing Parcel Values
- 1) Project Data Book/Sales Study shall be prepared by _____, of _____ no later than _____ and approved by _____, WisDOT Review Appraiser;
 - 2) Nominal Payment Parcel Report to be prepared by _____ of _____; and approved by _____, WisDOT Review Appraiser, then approved by _____ (LPA);
 - 3) On Nominal Waiver of Appraisals, Bob Duffeck, WisDOT, shall approve LPA form 1897 (lower area);
 - 4) On Appraisals, Offering Price Reports (LPA form 1894) shall be approved by _____, WisDOT Review Appraiser then _____ (LPA);
 - 5) Administration Revisions will be approved by: **Bob Duffeck**, WisDOT, then _____, (LPA);
- T. Approved Appraisal Offering Price to Owner Deadline: _____;
 [allow 60 days for owner's appraisal; 20 days for J.O., + up to 10 days for issuing check/recording Award of Damages; 28 days for review of Certification of R/W (1) = **118** days prior to Real Estate Clear Date of _____];
- U. Negotiations/ Documents required for Certification of R/W (1)
1. WisDOT LPA Forms to be used (please make sure of latest forms as shown in LPA Manual)
 2. Partial Release of Mortgage Policy: Partial Release of Mortgage shall be secured on all FEE parcels and Subordination Agreements on PLE's and HE's;
 3. Negotiation Diaries shall include detailed dialog with property owner(s). After last edit negotiator signs];
 4. Approved Offering Price: signed by WisDOT Review Appraiser, then approved by the _____ LPA;
 5. Conveyances (on conveyances that are at the Register of Deeds), please note so in diary and forward the recorded version ASAP to DAAR Real Estate _____ MC.
 6. Copy of Statement to Construction Engineer (**must be signed by property owner & negotiator**) If no commitments, state "None" but still needs to be signed. If there are commitments, they also need to be signed by the _____, (LPA).
 7. Local Certification of LPA R/W form LPA 3028. All pages to be signed and dated by _____, (LPA) prior to PS&E.

8. All certification of r/w (1) documents must be in possession of DAAR, **28 days prior to Real Estate Clear Date which is _____.**

V. Additional Comments/Issues

Do Not begin R/E Appraisal, Negotiations (Acquisition Process) until Federal or State Authorization Has taken place.

Dennis K. Matusin

WisDOT SE Region MC - LPA Real Estate Coordinator

DAAR Corporation

325 E. Chicago Street, Suite 500

Milwaukee, WI 53202

office # (414) 225-9817, direct 414-935-4369, fax # (414) 225-9826, cell # (262) 337-3232

dennis.matusin@daarcorp.com



Example of R/E Startup Meeting Agenda when Local Funded

REAL ESTATE START-UP ACQUISITION MEETING AGENDA**Project ID XXXX-XX-XX (Road) (Termini)****County****DATE: , 201_****I. Introductions****II. Schedule**

- A. Project PS&E Date: _____;
- B. Project Letting Date: _____;
- C. Environmental Document Approval: _____;
- D. Design Study Report Approval: _____;
- E. Encroachment Report, if applicable prepared by: _____ on _____ and approved by WisDOT on _____;
 - 1) Each encroachment within the Limits of the project must be shown in report;
 - 2) _____ Encroachments to be Removed Prior to Construction; If allowed, each encroachment must accompany a Revocable Occupancy Permit with photograph; Copies of all removal letters and signed Revocable Occupancy Permits are to be in DAAR's possession 28 days prior to PS&E.
- F. Final R/W Plat Approval: _____;
- G. Relocation Order Filing/Recording Date: _____;
- H. _____ Real Estate Parcels; _____ Utility Release of Rights Parcels;
- I. Utilities – Release of Rights to be secured by: _____;
- J. Sensitive/Priority Parcels: _____;
- K. Introduction Letters and Brochures to be sent to property owners on: _____;
- L. R/W Staking to be accomplished by: _____;
- M. Acquisition Capability Statement Approval: _____;
- N. Acquisition Completion Date: _____ (28 days prior to PS&E);
- O. LPA Project Management: _____;
- P. _____ of _____ (designer).to forward State Certificate of R/W (DT 1899, rev.3/28/14) in WORD Version, identifying encroachments and Haz Mat. to DAAR Engineering, Inc. ASAP;
- Q. Establishing Parcel Values

- 1) Project Data Book/Sales Study shall be prepared by: _____ of _____ no later than _____ and reviewed by _____ of _____, LPA Review Appraiser and recommend approval to _____, (LPA);
- 2) Nominal Payment Parcel Report - To be prepared by _____ of _____ and reviewed by _____ of _____, LPA Review Appraiser and recommend approval to _____, LPA;
- 3) On Nominal Waiver of Appraisals, _____, LPA shall approve LPA form 1897 (lower area)
- 4) On Appraisals, Offering Price Reports (LPA form 1894) to be reviewed by: _____ of _____, LPA Review Appraiser and recommend approval to _____, (LPA);
- 5) Administration Revisions will be approved by: _____, (LPA);

R. Approved Appraisal Offering Price to Owner Deadline: _____;
[allow 60 days for owner's appraisal; 20 days for J.O., + up to 10 days for issuing check/recording Award of Damages; 28 days for review of Certification of R/W (1) = 118 days prior to Real Estate Clear Date of _____];

S. Negotiations/ Documents required for Certification of R/W (1)

1. WisDOT LPA Forms to be used (please make sure of latest forms as shown in LPA Manual)
2. Negotiation Diaries [signed to include detailed dialog with property owner(s)];
3. Partial Release of Mortgages are required on all parcels with FEE acquisition.
Subordination Agreements are required on PLE's or Highway Easements;
4. Conveyances (as long as conveyances are at the Register of Deeds, please note so in diary and forward to me as soon as you receive recorded version).
5. Copy of Statement to Construction Engineer (must be signed by property owner & negotiator) If none, State "None" but still needs to be signed. If there are commitments, they also need to be signed by LPA.
6. Local Certification of LPA R/W form LPA 3028. All pages to be signed and dated by _____;
7. All certification of r/w (1) documents must be in possession of DAAR, 28 days prior to PS&E

S. Additional Comments/Issues

Dennis K. Matusin

WisDOT SE Region MC - LPA Real Estate Coordinator

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LOCAL CERTIFICATION OF LPA R/W

TABLE OF CONTENTS ON LOCAL CERTIFICATION OF LPA R/W

- Local Certification of LPA R/W Review Notes
- Local Certification of LPA R/W form 3028

Local Certification of LPA R/W Review

Required on all Local and State/Federal funded projects in R/E

- Immediately after all parcels are acquired and the Acquisition Consultant has submitted all Certification of R/W (1) documents, the Local Certification of LPA R/W must be completed. Usually it is accomplished by the Acquisition Agent, however the LPA is responsible for it to be completed. Each parcel must be listed on the Local Certification form.
- The following Dates or Amounts are required:
 - Project Start Date – Date the State Municipal Agreement is approved by WisDOT;
 - Construction ID – a “70” number;
 - R/W Project ID - a “00”ID design number or a “20” ID number if State or Fed funded;
 - Letting Date – Date of Let
 - Hwy or Road;
 - County
 - Acquiring Agency – Name of LPA
 - Relocation Order Date – Date Relocation Order is filed or recorded;
 - EIS Approval Date – include whatever type of Environmental Document date is approved;
 - Design Study Date – Date of DSR approval;
 - Encroachments to be removed – parcel numbers of removals;
 - Relocation Assistance – if applicable;
 - Parcel # column by column;
 - DILHR Pamphlet Given Date – Date Landowner’s Rights Brochure Given or Sent to Owner;
 - Plat, Appraisal & Names given to Owner Date – Date the data is either given to owner or mailed to Owner;
 - Appraisal Waived Date – Date Owner signs the Nominal Waiver of Appraisal;
 - Appraisal Report Date – Date of Valuation;
 - Appraisal Report Review by LPA – Date Review Appraiser reviewed;
 - Offering Price Approved by LPA - Date of Offering Price approval by LPA;
 - Approved Offering Price/ Administrative Settlement – Amount on Approved Offering Price Report; If there is an Administrative Revision, amount of Settlement;

- Owner's Appraisal Report Date – Date Owner's Appraisal was Received by LPA or Acquisition Agent;
 - Acquisition Price – Final Settlement;
-
- Type of Conveyance signed & recorded – WD., QCD, TLE, PLE or HE & date of recording;
 - Negotiation Diary Completed and Signed Date – date negotiator signs diary;
 - Statement to Construction Engineer Date – Date signed by negotiator or LPA;
-
- After checking the Certification of R/W (1) Document Dates and Amounts and is in agreement with dates and amounts in Negotiation Diary and Local Certification of LPA, then LPA signs and dates each page. If there are discrepancies, they need to be documented and sent via email for correction, then signed and dated.
-
- Upon completion please upload in READS

- Type of Conveyance signed & recorded – WD., QCD, TLE, PLE or HE & date of recording;
 - Negotiation Diary Completed and Signed Date – date negotiator signs diary;
 - Statement to Construction Engineer Date – Date signed by negotiator or LPA;
- After checking the Certification of R/W (1) Document Dates and Amounts and is in agreement with dates and amounts in Negotiation Diary and Local Certification of LPA, then LPA signs and dates each page. If there are discrepancies, they need to be documented and sent via email for correction, then signed and dated.

CERTIFICATION OF LOCAL PUBLIC AGENCY (LPA) RIGHT OF WAY ACQUISITION

lpa3028 04/2010

To: Region, Attn: LPA Coordinator

Project Start Date	Construction Project ID No.	Right of Way Project No.	Letting Date
Highway or Road	County	Acquiring Agency	Relocation Order Date
Environmental Impact Statement Approval Date	Design Study/PR37 Approval Date	Encroachments to be Removed Parcel No.(s)	Relocation Assistance Parcel No.(s)
Parcel No.			
DILHR Pamphlet Given Date			
Plat, Appraisal & Names Given to Owner Date			
Appraisal Waived Date			
Appraisal Report Date			
Appraisal Report Review by LPA			
Offering Price Approved by LPA Date			
Approved Offering Price/Administrative Settlement			
Owner's Appraisal Report Date			
Acquisition Price			
Type of Conveyance Signed & Recorded Date			
Negotiation Diary Completed & Signed Date			
Statement to Construction Engineer Date			

I certify, pursuant to 23 CFR 635.309, and other FHWA regulations as appropriate, that all land interest and parcels required for the project ID and highway named above have been fully acquired.

Name of Local Public Agency

Date

Officer Signature

Title

WISDOT
CERTIFICATION OF R/W
RE 1899

TABLE OF CONTENTS ON CERTIFICATION OF R/W (1) or (3) RE 1899

- Certification of R/W (1) or (3) Notes
- Certification of R/W RE 1899 Detailed Instructions
- Certification of R/W RE 1899 Corresponding form
- Examples of Required Certification of R/W (1) documents

Certification of R/W (1) Review

- All Real Estate Acquisition Parcel Documents Must be in the possession of the Management Consultant 28 days prior to the PS&E in order to submit a RE1899 Certification of R/W (1) to WisDOT for signatures.
- The following documents must be included:
 - 1) Detailed Negotiation Diary of all events that took place from initial property owner contact through parcel closing. Diary must be signed by Negotiation Agent after last item.
 - 2) Approved Nominal Payment Parcel Report
 - 3) Signed and Approved Nominal Waiver of Appraisal
 - 4) Approved Offering Price Report
 - 5) Recorded Conveyance (if conveyance is at Register of Deeds for recording, state so in diary and submit recorded version to MC ASAP
 - 6) Statement to Construction Engineer – each form must be signed by property owner and negotiator. If no commitments. State “NONE”. If there are commitments they also must be signed by the LPA.
-if project is a Connecting Hwy, must be signed by WisDOT Project manager;
 - 7) Local Certification of LPA R/W (form 3028) – must be complete with correct dates and amounts when compared to items 1 thru 6. Then each page signed and dated by LPA certifying they followed FHWA regulations.
- In the event all acquisition parcels with FEE, TLE, PLE or HE and required Construction Permits are **not** secured a Certification of R/W (3) is required. It shall be signed by WisDOT LPA Engineering and R/E LPA Coordinator, then submitted to MC Engineering and Shirley Bradley in Central Office.
- Once all above documentation is uploaded in READS, review the RE1899 Certification of R/W (1) for accuracy and submit to WisDOT for signatures, then to MC Engineering and Shirley Bradley in Central Office.

CERTIFICATION OF LOCAL PUBLIC AGENCY (LPA) RIGHT OF WAY ACQUISITION

LPA3028 04/2010

To: Southeast Region, Attn: LPA Coordinator

DAAR ENGINEERING

Project Start Date 5/7/2015	Construction Project ID No. 2778-02-70 2788-02-72		Right of Way Project No. 2788-00-22	Letting Date 2/14/2017
Highway or Road West Waukesha Bypass Phase 1	County Waukesha		Acquiring Agency Waukesha County	Relocation Order Date 5/26/15, 9/22/15, 4/12/16, 5/24/16, 6/28/16, 8/23/16, 10/25/16
Environmental Impact Statement Approval Date 9/11/2014	Design Study/PR37 Approval Date 5/19/2015		Encroachments to be Removed Parcel No.(s) n/a	Relocation Assistance Parcel No.(s) N/A
Parcel No.	129	132	137	
DILHR Pamphlet Given Date	6/29/15	6/29/15	6/29/15	
Plat, Appraisal & Names Given to Owner Date	10/23/15	11/18/15	10/23/15	
Appraisal Waived Date	NA	NA	NA	
Appraisal Report Date	7/22/15 9/30/15	7/22/15	8/10/15 10/11/15	
Appraisal Report Review by LPA	10/16/15	11/13/15	10/19/15	
Offering Price Approved by LPA Date	10/16/15 2/18/16	11/13/15	10/19/15 2/3/16	
Approved Offering Price/Administrative Settlement	\$19,300 \$22,450	\$43,900	\$11,800 \$15,300	
Owner's Appraisal Report Date	12/22/15	NA	12/22/15	
Acquisition Price	\$22,450	\$43,900	\$15,300	
Type of Conveyance Signed & Recorded Date	WD 4/4/16 8/5/16	Trustee Deed 6/3/16 7/19/16	TLE 4/4/16 8/5/16	
Negotiation Diary Completed & Signed Date	9/30/16	10/3/16	10/12/16	
Statement to Construction Engineer Date	4/4/16	7/12/16	4/4/16	

I certify, pursuant to 23 CFR 635.309, and other FHWA regulations as appropriate, that all land interest and parcels required for the project ID and highway named above have been fully acquired for Phase 1.

12/12/2016
Date

County of Waukesha

Name of Local Public Agency

Officer Signature

Alison Bussler, Director of Public Works

Title

NEGOTIATION DIARY

RE2058 04/2015

Wisconsin Department of Transportation

Owner (name; address; phone; etc.) Kevin Bruchert , 2018 Delafield St., Waukesha, WI 53188 Cell: 262-442-3649			
Initiation of negotiations date 09/16/2015	Brochure sent date 06/29/2015	60th day to receive owner's appraisal 11/18/2015	1099 amount \$ 2,700
Offering price \$ \$2,700.00	Date approved 08/03/2015	Alternate Offer (A, B) \$ (A) \$ (B)	Date approved (A) (B)
		Administrative settlement \$	Date approved
On 09/16/2015, I, the negotiator, sent the subject property owner a copy of the right of way plat, our appraisal(s), and other required documents.			
Under "REMARKS" below, the Real Estate agent should indicate persons present, attitude of owner, owner's appraisers, owner's attorney, owner's asking price, information regarding buildings, improvements, extended occupancy, fixture apportionment, date to vacate buildings and any pertinent data regarding items such as drainage, driveways, fencing, title lines, wells, dry wells, etc. Remarks are not to be necessarily limited to the foregoing. Use as much space as needed to fully explain details.			

DATE & AGENT	REMARKS
05/28/2016 Sarah J Lamp	Received the recorded deed from the Register of Deeds. I mailed a copy of the recorded document to the Assessor for his records.
03/16/2016 Sarah J Lamp	I sent Mr. Bruchert a copy of the signed Statement to Construction Engineer with the additional language for his personal files.
03/15/2016 Sarah J Lamp	I received an email from Ms. Braun today. She said she had met with the owner today regarding the new driveway on Northview. He asked if I could add this to the Statement to Construction Engineer under other matters: ¿The owner would like to discuss paving the driveway with the contractor. If the contractor is interested in doing this work he should contact the owner.
01/15/2016 Sarah J Lamp	I received the two approved Statements to Construction Engineer from Ms. Braun. I mailed one of the originals to the owner for his personal files.
01/06/2016 Sarah J Lamp	I sent two original Statements to Construction Engineer to Ms. Braun at the City for approval.
01/06/2016 Sarah J Lamp	Received the signed closing statement and Statement to Construction Engineer from the owner(s).
01/06/2016 Sarah J Lamp	I spoke with Mr. Bruchert and we scheduled to meet at 4:30 to get his signed Statement to Construction Engineer form.
01/05/2016 Sarah J Lamp	I left a message for Kevin Bruchert informing him that I received his signed documents and his note. I explained that the approach does include the culvert being installed and that I can white out the phone numbers on the document to his correct number. I also informed him that I do need another original signed Statement to Construction Engineer form so we can either meet to gather his signature or he can send it in.
12/26/2015 Sarah J Lamp	We received the certified green card in the mail today. It indicated that the check was delivered on December 22, 2015.
12/23/2015 Sarah J Lamp	An error was found on the Statement to Construction Engineer that was sent to Mr. Bruchert. I mailed him a corrected document and asked that he sign the original and attach the attachments from the previous Statement to Construction Engineer to the new, correct one.
12/23/2015 Sarah J Lamp	I spoke with Mr. Bruchert and he informed me that the documents he received have his parents names on them and he doesn't know if that is okay. I informed him we would

Project IID
2788-00-22

County
Waukesha

Owner
Kevin Bruchert

Parcel No
158

	send new documents with his name and have him return the corrected documents.
12/18/2015 Sarah J Lamp	<p>Payment check of \$2,700.00, an original and one copy of the closing statement, Statement to Construction Engineer and a copy of the signed conveyance were sent to the owner(s) via certified mail. My letter included the appeal rights. I requested that the owner(s) sign the documents and return the originals to me for further handling.</p> <p>I copied Ms. Braun on my letter so she could send the original signed document to be recorded.</p>
11/20/2015 Sarah J Lamp	I sent an email to Ms. Braun and attached the approved plans for the proposed driveway approach. I asked Ms. Braun if I could add the following statement into the Statement to Construction Engineer. "At the owners request, the County will install the driveway approach at STA 45+4 RT with a 28' wide approach in accordance with the attached approval of proposed driveway approach from the City of Pewaukee".
11/20/2015 Sarah J Lamp	I mailed the original signed deed and the payment request to Ms. Braun for processing.
11/20/2015 Sarah J Lamp	Received the signed, notarized Warranty Deed and W-9 form from the owner(s).
11/18/2015 Sarah J Lamp	I met with Kevin Bruchert to notarize his Warranty Deed. He provided me with copies of a letter and plans approved by the City of Pewaukee Public Works Director, Jeffrey L. Welgel.
11/12/2015 Sarah J Lamp	I spoke with Kevin Bruchert and set up a meeting to notarize his documents on November 18, 2015 at 4:00 p.m. He said that he had all the information needed for his driveway.
10/22/2015 Sarah J Lamp	I spoke with Kevin Bruchert and informed him that the project has not been delayed yet and we are currently on schedule for the 2016 construction season. The County informed me that if the project is delayed, he could install a temporary driveway with gravel and the minimum width for the construction of his home and the project will install his driveway as part of the project. He said that sounds good and that he is still waiting to hear from Jeff Welgel and will call me to set up an appointment to sign all of the documents when he does.
10/20/2015 Sarah J Lamp	<p>Ms. Braun returned an email and said there is a chance the project will be delayed, but at this time they are on schedule for the 2016 project.</p> <p>She said if there is a delay, the owners could install a temporary driveway and the County will come back the following years and build the actual drive so they would not have significant cost increases.</p> <p>10/20/15: I emailed Ms. Braun and told her I had talked to Mr. Bruchert. I reminded her that Mr. Bruchert is planning to build on the property next fall. I told her he is working with the City of Pewaukee to get an access permit and that he talked to Mr. Jeff Welgel who informed him that the project is being pushed off until 2017. I told Ms. Braun that Mr. Bruchert is concerned because the County agreed to install his driveway as part of the project.</p> <p>I asked Ms. Braun to confirm whether or not construction for this project has been delayed.</p>
10/20/2015 Sarah J Lamp	I received a phone call from Kevin Bruchert and he informed me that he finished the drawing for the City of Pewaukee to approve the location of his driveway. He said that he went down to the City and spoke with Jeff Welgel, the City of Pewaukee Public Works Director and he told him that the project was being pushed. I explained that I have not heard anything about the project being pushed and that even if the project was pushed back for construction, that does not necessarily mean that we will stop proceeding with providing landowners with offers. He said he understood that but his concern is that he needs the driveway installed by the project and that if the construction of his road is pushed off to say 2017, he will need to install his own driveway and then it will get ripped out the next year by the project. He asked if the County would pay for his driveway to be installed. I explained that that would not happen and the fact that a road construction project is coming through at the same time he wants to build on his lot is convenience for him. Any other landowner would have to pay for their own driveway to be installed. I told him that I would talk to the County and see if the construction has been pushed to 2017

	and then we will talk about his next steps.
09/17/2015 Sarah J Lamp	<p>I left a message for Kevin Bruchert informing him that we sent him his offer in yesterdays mail via certified mail including all the necessary revised documents. I told him that if he has trouble getting to a notary public I am available to notarize his documents otherwise I will be looking for his documents in the mail in the next week or so with the approval letter for his driveway from the City. I told him to call me on my cell phone with any questions.</p> <p>Shortly after, Mr. Bruchert returned my call and said that he got my message. He just wanted to make sure that he wouldn't be responsible to pay for the installation of the driveway. It can be done as part of the project, but I cannot make the commitment until I receive his approval letter and drawing of the location of the driveway. He said he understood and he would get it to me in the next week.</p>
09/16/2015 Sarah J Lamp	<p>I mailed the Initiation of Negotiations in the amount of \$2,700.00, along with the Warranty Deed and W-9 form to Mr. Bruchert, via certified mail. If they have any questions after reviewing the information they should call.</p> <p>The letter explains that the compensation was based on the appraisal report previously provided to him. The letter also explains that he could obtain his own appraisal at County expense if he did not agree with the offer, provided his appraiser followed the appraisal guidelines I previously sent and submitted it to my office within 60 days.</p> <p>I included a revised page 4 from the appraisal that states that Mr. Bruchert and his father met with the appraiser for the appraisal inspection on July 30, 2015.</p>
09/11/2015 Sarah J Lamp	<p>I spoke with Kevin Bruchert and informed him that we received the updated title and it shows that he is the owner of the property by Warranty Deed, not a Land Contract. However the mortgage is with his parents. I explained that we will need to re-issue the offer to the correct owner and that I need to make sure that we do this correctly for our files. Since his parents were not the actual owners of the property but rather have an interest in the property, we would typically need to have the appraiser invite him to the inspection but the appraisal shows that his father accepted the invitation to the inspection. I asked if by chance he attended the inspection as well. He said that both he and his father met with the appraiser at the inspection of the property. He also confirmed that he has all of the paperwork including the appraisal that was sent to his parents. I told him that I will work on getting the revised documents and letter for estimated just compensation to him today, but that we may want to meet to execute this transaction. He asked me to give him a call this afternoon and he would be able to tell me if we could meet. He said that he is a full time fireman and that he does have off this next Monday and Tuesday. He provided me with his address for the letter and I said that I would get back to him.</p>
09/09/2015 Sarah J Lamp	<p>I emailed Ms. Braun and told her that the owners are acceptable to the offer and they are working on getting approval for a driveway from the City of Pewaukee. I told her that Mr. Bruchert told me that he entered into a Land Contract with his parents about a week before we sent the offer out on August 7.</p> <p>I asked Ms. Braun to pull the land contract that was recorded and send it to me for our file.</p> <p>Ms. Braun emailed new title information for this parcel. According to the Warranty Deed, Mr. Bruchert bought the property from his parents on June 1, 2015. There is a mortgage to Jerome and Nancy Bruchert.</p>
09/09/2015 Sarah J Lamp	<p>I spoke with Kevin Bruchert. He said that he spoke with the City of Pewaukee and they don't really have an approval process for driveways but he is acceptable to the offer if the County is willing to install his driveway. I told him that what we needed was a drawing to show the location and a letter of approval from the City granting him this access point. I asked if he has confirmation that he is under a land contract with his parents. He explained again that he signed the documents approximately a week prior to us sending the letter of estimated just compensation. He explained that the attorney is his parents attorney and that he was supposed to send it to the County for recording. I told him that I would get a title update to see if its recorded yet and get back to him if I needed to</p>

	update the documents to reflect the change in title if it has occurred.
08/26/2015 Sarah J Lamp	I spoke with Kevin Bruchert. I explained to him that the County is able to include a driveway opening with culvert if the driveway is within the project limits. I explained that they have asked for an approved driveway permit to show the location, size and site plan. I explained that they said this would be done through the City of Waukesha, but we have discussed that the subject is actually located in the City of Pewaukee. I explained to him that they are unable to extend the curb and gutter to match the north side of the road because then they would be required to extend the sidewalk as well. Mr. Bruchert said that doesn't matter to him and I told him that it is a funding issue. I also told him that the curb and gutter is only on the northern side of the road across from his property because that is what is required to make the drainage work in that location. Mr. Bruchert said that the City of Pewaukee does not issue driveway permits. He was told to make a drawing of where he wants the driveway and the width, and the City will provide him with an approval letter. He said that he would work with the City of Pewaukee on a couple of things and then get back to me.
08/24/2015 Sarah J Lamp	<p>I sent another email to Ms. Braun and told her that Mr. Bruchert understands that the northern side of the road does not extend the full frontage, he asked for the curb and gutter on his property to be extended onto his property to match that of the northern side of the road. I told Ms. Braun that I will let Mr. Bruchert know that the County is not able to extend curb and gutter onto his property and that if he acquires the proper permit and provides us with a copy, the County would be able to include an asphalt driveway opening and culvert if the driveway is within the project limits. 8/24/15: Ms. Braun returned an email. I have included it here:</p> <p>"Sarah, The project construction limits are actually ending at the middle of the parcel (44+50 +/-). We will not extend the curb since this means we would be going outside the project limits and by extending it to the parcel's west property line, we would be required to also extend the sidewalk across his entire frontage. The property to the north does not have curb extended across the entire frontage, but has only what is required to make the drainage work at that location.</p> <p>We can include a driveway opening and culvert if the driveway is within the project limits. If the driveway is to the west outside of the limits we are unable to add it. He would need to present an approved City of Waukesha driveway permit to us showing the location, size and site plan. It would be a normal driveway possibly with a culvert and it would be asphalt.</p> <p>We are scheduled for 2016 construction, but that's not a guarantee that this would be built in 2016; we may be into 2017 by the time the driveway is done.</p> <p>Please share this information with the owner."</p> <p>8/24/15: After talking with Mr. Kevin Bruchert (cell--262/442-3649) this morning regarding his parent's parcel, I sent an email to Ms. Braun and told her that he is in the process of executing a land contract to buy the land from his parents. I told Ms. Braun that Mr. Bruchert has finalized plans to build a home and is planning to start construction in the fall of 2016. I told her he does not have a building permit or a driveway permit yet. I told Ms. Braun that Mr. Bruchert is ok with the offer, but would like curb and gutter to be extended across his property to match the Northern side of the road and for the apron of a driveway to be installed as part of the project. I told Mr. Bruchert he would need to obtain a driveway/access permit.</p> <p>I asked Ms. Braun if she would be willing to install curb and gutter to match the Northern side of the road as well as an apron to a driveway, provided Mr. Bruchert obtains a driveway permit.</p>
08/24/2015 Sarah J Lamp	I spoke with Kevin Bruchert, 262/442-3649, the owner's son. He explained that he is in the process of buying the property from his parents through a land contract. He said that he signed the documents late July and that they have not received the documents back from the Register of Deeds. He said that he is currently working on plans to build a home on the property and received the plans for the project from the City of Pewaukee City Planner. We looked at the plan and profile. He explained that he is planning on building next fall and was making sure that the project wouldn't put a halt to him connecting a

	lateral for city sewer and water because of a moratorium. He said that he is acceptable to the offer, but he would like a driveway access point installed as part of the project and to have curb and gutter extended across his property to match the North side of the road. I explained that it looks as though the curb and gutter stops to the east of his property and that is most likely because this property is not developed yet. I asked if he has received a driveway or access permit from the City of Pewaukee yet. He said that he does not. I explained that he would need to receive a permit before they would agree to install an apron as part of the project, but I explained that I would discuss this with the County and get back to him. He said that he would look into getting a driveway permit and we could discuss this further after we each find out more information.
08/19/2015 Sarah J Lamp	We printed off the signed offering price report from READS. The report was signed by Ms. Bonnie Wellnitz and also by Mr. Gary Evans, Engineering Services Manager at Waukesha County, on August 3, 2015.
08/12/2015 Sarah J Lamp	Received the signed green card from the post office. The appraisal was delivered on August 10, 2015.
08/12/2015 Sarah J Lamp	I called the owner and left a message at 262/695-8255. I explained that I am following up with the appraisal and letter for estimated just compensation that we sent last Friday and to see if they have any questions. I told them in my message to return my call on our 1/800 number and that I am available to meet as well.
08/07/2015 Sarah J Lamp	We mailed the Initiation of Negotiations in the amount of \$2,700.00, along with the appraisal, Warranty Deed and W-9 form to Mr. & Mrs. Bruchert, via certified mail. If they have any questions after reviewing the information they should call. The letter explains that the compensation was based on the appraisal report. The letter also explains that they could obtain their own appraisal at County expense if they did not agree with the offer, provided their appraiser followed the appraisal guidelines I sent them and submitted it to my office within 60 days.
08/05/2015 Sarah J Lamp	Renee Held checked the READS site for the approved offering price report. The report was in READS, but it wasn't signed. Ms. Held emailed Mr. Hirsch and requested that he have the report signed and uploaded into READS. Mr. Hirsch returned an email to Ms. Held and told her that the report can only be signed by Ms. Wellnitz and that she is out of the office until August 17, 2015. Mr. Hirsch advised that we can proceed with the acquisition, the report was approved. 8/3/15: Received a copy of an email that Mr. Michael Hirsch at DOT sent to Gene Bock. Mr. Hirsch advised that the appraisal report had been approved. There is no signed offering price report in READS but it was approved on August 3, 2015.
07/27/2015 Sarah J Lamp	Karen Braun emailed a copy of the introduction letter that was mailed out on June 29, 2015. The letter included the brochure entitled "The Rights of Landowners Under Wisconsin Eminent Domain Law".
07/24/2015 Sarah J Lamp	Yesterday, Mr. Bruchert called with questions about the project. This parcel is a vacant lot and his main question was if the project would be installing laterals for sanitary sewer and water. He also said that he had contacted the appraiser's office after receiving their invite letter to schedule an appointment to meet the appraiser for the appraisal inspection. He was told they would call him back but he hasn't heard from them. I contacted Karen Braun regarding the laterals. She told me the project is not installing laterals. I passed this information on to Mr. Bruchert by leaving a voice mail message for him. I also contacted our appraiser and asked him to set up an inspection meeting with the owner and modify the appraisal he has already completed to state that the owner did respond to his invitation and he did meet with the owner.
07/21/2015 Sarah J Lamp	Gene Bock sent an email and advised that this parcel, parcel #159 and parcel #161 have the wrong Before Size listed on the Schedule of Interests on the plat. He said the lots are rectangular in shape with 150 feet of frontage and 270' feet of depth. That equals 40,500 sq. ft. (150' x 270') or .930 acre, more or less. The plat schedule shows each

	<p>parcel has 1.035 acre.</p> <p>Mr. Bock advised that the Assessor says the parcels are .930 acre, so that is what he is going to use in his reports.</p>
07/20/2015 Sarah J Lamp	<p>Renee Held printed off the title information we received from Ms. Karen Braun, Sr. Civil Engineer with Waukesha County.</p> <p>According to the information, the owner is Jerome W. Bruchert and Nancy Bruchert, husband and wife.</p>
07/17/2015 Sarah J Lamp	I emailed Ms. Bonnie Wellnitz at WisDOT and asked her to go to the log of this parcel in READS to access the appraisal report for her review.
07/15/2015 Sarah J Lamp	We received an email from Gene Bock. He advised that the appraisal was in READS and ready to be reviewed. After we review the appraisal, we will submit our objective review to the WisDOT review appraiser.



OFFERING PRICE REPORT AND SUBMITTAL

RE1894 04/2015 Ch. 32 Wis. Stats.

Wisconsin Department of Transportation

Date: 08/03/2015

Region & Office: Southeast Region, Waukesha Office

To: Bonnie Wellnitz

From: Stephen D Simpson

Owner: Jerome W Bruchert and Nancy Bruchert

We are submitting and recommending the following parcel for approval. The objective review meets the required guidelines. The areas and interests agree with the right of way plat; the owner(s) were given the opportunity to accompany the appraiser; the date of opinion corresponds to the last inspection date; all math calculations are correct or have been noted in the attached appraisals; and the certificate of appraiser is included.

Review comments:

ACQUISITION OFFee Simple
0.019 acres

Permanent Limited Easement

Highway Easement

Temporary Limited Interest

Access Rights
☐ Yes ☒ No

Other Interest

APPROVED BY WISCONSIN DEPARTMENT OF TRANSPORTATION

Having made a complete review of this property, an analysis of the appraisal(s) submitted, and in consideration of all supporting material included, it is my opinion that the total loss or damage is:



WisDOT Approval

08/03/2015
Date

\$2,700.00

Bonnie Wellnitz
Print NameReal Estate Specialist
TitleProject ID
2788-00-22County
WaukeshaParcel No.
158

WARRANTY DEED

Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form s. 77.255 Wis. Stats.
lpa1560 08/2011 (Replaces LPA3004)

THIS DEED, made by **Kevin Bruchert**, GRANTOR, conveys and warrants the property described below to **Waukesha County**, GRANTEE, for the sum of **Two Thousand Seven Hundred and No/100 dollars (\$2,700.00)**.

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

Other persons having an interest of record in the property:
Jerome W. Bruchert and Nancy Bruchert

This is/is not homestead property.

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

4207209

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

May 18, 2016 08:30 AM
James R Behrend
Register of Deeds

2 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00
Exemption: 77.25(2R)
Book Page -



This space is reserved for recording data

Return to
The Highland Group
110 N. Third St.
Watertown, WI 53094

Parcel Identification Number/Tax Key Number
PWC0984998

Due
30
2
DPW

Kevin Bruchert 11/18/15
Signature Date

Kevin Bruchert

November 18, 2015
Date

State of Wisconsin

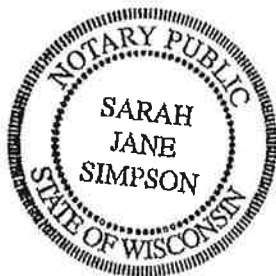
Waukesha County) ss.

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

Sarah Jane Simpson
Signature, Notary Public, State of Wisconsin

Sarah Jane Simpson
Print Name, Notary Public, State of Wisconsin

2-25-18
Date Commission Expires



LEGAL DESCRIPTION

Fee Title in and to the following tract of land in the City of Pewaukee, Waukesha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 30, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, State of Wisconsin described as follows:

Commencing at the southeast corner of said Southeast 1/4; thence N 00°16'40" E coincident with the east line of said Southeast 1/4, 1640.64 feet to the centerline of Northview Rd.; thence N 79°30'39" W, coincident with said centerline, 436.07 feet to the point of beginning; thence S 09°56'44" W coincident with the east line of the owner, 35.50 feet; thence N 79°30'39" W, 150.03 feet to the westerly line of the owner; thence N 10°14'14" E coincident with said west line, 35.50 feet to the centerline of Northview Rd.; thence S 79°30'39" E coincident with said centerline, 149.88 feet to the point of beginning.

The above described parcel contains \pm 0.122 acres, (5325 sq. ft.) more or less, \pm 0.019 acres, (825 sq. ft.) of new right of way and \pm 0.103 acres, (4499 sq. ft.) of existing right of way.

STATEMENT TO CONSTRUCTION ENGINEER

LPA1528 8/2011 (Replaces DT3034) s. 84.09 Wis. Stats.

Provide copies to: project engineer, parcel folder and owner

Owner Name(s) Mr. Kevin Bruchert	Address 2018 Delafield St. Waukesha, WI 53188	Area code - phone Home: Cell: 262/442-3649 Work:
Tenant, if any	Address	Area code - phone Home: Cell: Work:

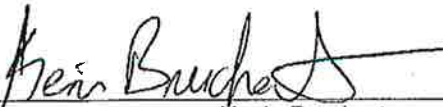

- Basic concepts of construction project have been explained to owner.
- All commitments agreed upon between negotiator and property owner are listed below.
- No other commitments, either verbal or implied, are valid.
- All commitments are subject to approval of WisDOT.

Commitments made (fences, driveways, trees, drainage or other items):

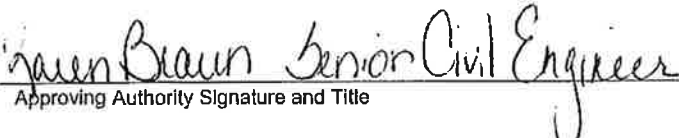
The County will install a driveway approach at STA 45+4RT with a 28' wide approach in accordance with the attached approval of "Proposed Driveway Approach" from the City of Pewaukee.

Other matters of interest and owner concerns:

The owner would like to discuss paving the driveway with the contractor. If the contractor is interested in doing this work he should contact the owner.

X 	12/18/15		12/18/15
Property Owner Signature Kevin Bruchert	Date	Negotiator Signature Sarah J. Simpson	Date
X _____	_____		
Property Owner Signature	Date		

Commitments Approved:

	1-12-16
Approving Authority Signature and Title	Date

CERTIFICATE OF RIGHT OF WAY (RE1899) – DETAILED INSTRUCTIONS

Review definitions for right of way certification levels. Items marked 1 - 17 on Certificate of Right of Way (form RE1899) to be filled out by regional WisDOT Design Unit or consultant; also see instructions "For WisDOT Regional Design Authorization Use Only."

Item # Step-by-step instructions to complete

- (1) "From" – region completing form.
- (2) "Date" – date preparing form.
- (3) "Construction project number"
- (4) "Federal aid project number" – if applicable.
- (5) "RW project number" – right of way project number, if applicable.
- (6) "Highway" – formal name of highway. Example: S.T.H. 55.
- (7) "Letting date" – date when project is scheduled for letting.
- (8) "Title and limits" – general location information (use official title and limit from FIIPS).
- (9) "County" – county where majority of work on project will take place.
- (10) "Type of work" – briefly summarize action to be taken. Example: grading, curb and gutter, etc.
- (11) "Begin station" – station where construction will begin on project.
- (12) "End station" – station where construction will end on project.
- (13) "Encroachments still to be removed" – check either "None" or "Yes, list parcel #(s), station(s), explain items, who will remove, estimated removal date, etc." – provide plat parcel number, station and description of encroachment. Who will remove and when; consult with Design or Maintenance Units, if needed.
- (14) "Encroachments to be left in place by revocable permit" – check either "None" or "Yes, list parcel #(s), station(s), explain items, etc." – provide plat parcel number, station and description of encroachment. Give status of permit. Provide as much detail as practicable. Example: Parcel 8, Station 106+75, village "Welcome" sign; permit granted on 00/00/0000.
- (15) "Hazardous waste" – check either "None" or "Yes, list parcel #(s), station(s), explain remedy plan, estimated removal date, etc." – provide plat parcel number and station of waste site. Describe materials found and explain remedy plan, including any estimate removal date. Include point of contact information as part of remedy plan, if applicable.
- (16) "List right of way parcels and interests required for this construction project letting." – check either "None" or "Yes, provide parcel #(s) and type of interest, to include construction permits." – do not include utility or railroad parcels. Example: Parcels 1,3,5,6 – FEE; Parcels 2,4 – PLE; Parcels 7,8,9 – TLE; Parcel 10 – Construction Permit.
- (17) For WisDOT Regional Design Authorization Use Only – check either, "No new right of way is required; and, we certify the right of way status as #1, pursuant to 23 CFR 635.309 and other federal regulation as appropriate." – no permanent and/or temporary. Enter Regional Design Representative name/date. Then, add to PS&E package. Or, check "Yes, new right of way is required" – permanent and/or temporary. Enter Regional Design Representative name/date. Next, if new R/W is required, send to regional WisDOT/Technical Services-Real Estate to complete Items #18 - 21. Note: Only WisDOT has authorization for approval (consultants are not recognized by FHWA for approval authority).

Item # If new RW is required, items marked 18 - 21 to be filled out by regional Real Estate representative.*

- (18) For WisDOT Regional Real Estate Authorization Use Only – check either "All parcels are acquired" or "Parcels not yet acquired. If applicable, list parcel number(s), closing date, award date, and other pertinent details" – provide additional detail as necessary to explain any circumstances of any parcels not acquired.
- (19) Relocation – check either "None" or "Yes, provide parcel #(s), relocation date(s), and anticipated delays, etc." – provide additional detail as necessary to explain circumstances of any relocations not completed.
- (20) Structure Removal – check either "None" or "Yes, provide type(s), removal dates(s), by whom." Example: Small shed to be removed by owner on or before 00/00/0000.
- (21) Check appropriate box of "On behalf of acquiring agency..." and, check appropriate level for "we certify right of way status..." Enter Regional Real Estate Representative name/date. Note: Only WisDOT has authorization for approval (consultants are not recognized by FHWA for approval authority).

CERTIFICATE OF RIGHT OF WAY

(Excludes railroad interests)

RE1899 03/28/2014 (Replaces RE5005)

Wisconsin Department of

After completing, convert to a PDF format prior to sending via Esubmit.

To: **Director, Bureau of Technical Services – Real Estate**
Hill Farms Bldg/Rm 501 - Madison

From: **Region; Technical Svcs**
(1)

Date: (2)

Construction project number

(3)

Federal aid project number

(4)

R/W project number

(5)

Highway

(6)

Letting date

(7)

Title and limits

(8)

County

(9)

Type of work

(10)

Begin station

(11)

End station

(12)

Encroachments still to be removed

☐ None ☐ Yes, list parcel #(s), station(s), explain items, who will remove, estimated removal date, etc.: (13)

Encroachments to be left in place by revocable permit

☐ None ☐ Yes, list parcel #(s), station(s), explain items, etc.: (14)

Hazardous waste

☐ None ☐ Yes, list parcel #(s), station(s), explain remedy plan, estimated removal date, etc.: (15)

List right of way parcels and interests required for this construction project letting.

☐ None ☐ Yes, provide parcels #(s) and type of interest, to include construction permits: (16)

-- For WisDOT Regional Design Authorization Use Only --

Note: Railroad land interests are not a part of this certification.

☐ No new right of way is required; and, we certify the right of way status as #1, pursuant to 23 CFR 635.309 and other federal regulation as appropriate.

☐ Yes, new right of way is required. (If checked, forward to regional Technical Services – Real Estate.)

(17)

Regional Design Representative

(Only WisDOT has authorization approval)

Date

-- For WisDOT Regional Real Estate Authorization Use Only --

If new RW is required:

☐ All parcels are acquired.

☐ Parcels not yet acquired. If applicable, list parcel number(s), closing date, award date, and other pertinent details: (18)

Relocation

☐ None ☐ Yes, provide parcel #(s), relocation date(s), anticipated, delays, etc.: (19)

Structure Removal

☐ None ☐ Yes, provide type(s), removal date(s), by whom:

(20)

On behalf of the acquiring agency ☐ State, ☐ County, ☐ City, ☐ Village, ☐ Town, ☐ Other: _____, and pursuant to 23 CFR 635.309 and other federal regulation as appropriate, we certify the right of way status as: ☐ 1, ☐ 2, ☐ 3.

(21)

Regional Real Estate Representative

(Only WisDOT has authorization approval)

Date

Include additional information and attach additional pages, if necessary.

SCHEDULING REPORT REVIEW

TABLE OF CONTENTS ON SCHEDULING REPORT REVIEW

- Scheduling Report Notes
- Example of Scheduling Report

Scheduling Report Review (For Local Program Projects)

- The Scheduling Report Consists of 4 lists of projects:
 - 1) City of Milwaukee (In orange border)
 - 2) Milwaukee County (In blue border)
 - 3) SELP Let Non Milw (Local Program Projects in SE Region except City of Milwaukee, Milwaukee County & SELP LLC Non Milw (Enhancement/ Bike Trail Projects) (in purple border)
 - 4) SELP LLC Non Milw (Enhancement/Bike Trail projects in green border)
- The projects to be concerned with are:
 - those that have an “X” under local R/E, 3rd last column designating Local R/E Funded projects;
 - those that have a “20” ID in column 8, Project ID and a “70” ID below the 20 ID. These are projects with Federal Funding in Real Estate.
- You will track the Real Estate Status on both of these type of projects including adding new projects as they appear in the next monthly report.
- All projects that have the DSR approved should be in the Real Estate acquisition mode. Send out requests to all LPA’s asking for a Real Estate Status Report on projects where r/e acquisition is ongoing. This should be done just after the 15th of the month so you can inform Todd, Stan and Rhonda as to the progression of each project. The goal is to have all certification of r/w (1) documents 28 days prior to PS&E. If this isn’t likely, contact Todd ASAP.
- Prior to the Internal Scheduling Meeting, held at DAAR typically the 4th Monday of every month, please have comments on all projects with Real Estate involvement.
- On the 4th Wednesday of the month is the Scheduling Meeting at WisDOT where all projects are discussed.

Please see example of Scheduling Report included with R/E comments highlighted in gray;

[illegible]

4/7/2017

[illegible]

4/7/2017

[illegible]

4/7/2017

PROJECTS ADDED BY MC AS THEY DON'T SHOW UP ON REPORT - NO CONSTRUCTION PLANS OR 303 FILLED																			
REV	PSL	ISS. DT	SCMD DT	REV SCMD	Revision Code	CHKD C	PGM	SRBL ID	SUB	MANAGER	TEAM LEAD	COUNTY	TITLE	UMAT	CD, MD, DRIV	KEY_CD	LOCAL REAL	COMMENTS	FORM NUMBER
		8/2/2015	12/8/2017			0													
		8/1/2015	1/12/2016			205				ADOBENT ADOETORE O	KRAMER KATHLEEN MCDONALD 07-49	LET	KEOSHA	CTH U - FRONTAGE ROAD		11		NO CONSTRUCTION PLANS - added to list	
						205				ADOBENT ADOETORE O	KRAMER KATHLEEN MCDONALD 07-49	LET	KEOSHA	Heritage Rd - Rochester Village Limits		15	K	NO CONSTRUCTION PLANS - added to list	
						205				ADOBENT ADOETORE O	KRAMER KATHLEEN MCDONALD 07-49	LET	KEOSHA	BRIDGE OVER FOX CREEK			K	NO CONSTRUCTION PLANS - added to list	
						205				ADOBENT ADOETORE O	KRAMER KATHLEEN MCDONALD 07-49	LET	KEOSHA	BRIDGE OVER HOOBS CREEK			K	NO CONSTRUCTION PLANS - added to list	
						205				ADOBENT ADOETORE O	KRAMER KATHLEEN MCDONALD 07-49	LET	KEOSHA	BRIDGE OVER HOOT BAYVIEW/HORUCK ON		23	K	NO CONSTRUCTION PLANS - added to list	

NO CONSTRUCTION FUNDS	LATE SHEETS NEED APPROVAL	LATE SHEETS ALREADY APPROVED
REQUESTED DATES	APPROVED CHANGES	

SELP LLC NON-MIKE

REQUESTED PS&E	REQ. DT	SCD. DT	REQUESTED SCD. DT	Reason Code	SUB PGM	CHG. C	PMO. ID	SUPERVISOR	MANAGER	TEAM LEAD ER	CNT. TY	COUNTY	TITLE	UNIT	TOT. WD. DLY	LCY_CD	LOCAL REAL	COMMENTS	CMR NEEDED? Y/RES. Y, MC. N
REV. PS&E	3/25/2017	3/25/2017			280 MISC		2594-00-18	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	WALWAUO A BIKE SHADE		347,655	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-38	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	WEST ALIUS BIKE SHADE		340,700	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
	3/25/2017	3/25/2017			280 MISC		2595-00-82	LEVY ANDREW J	FLUDER FRANK A	DAAR 13-18	MIS	WILVAUER	SHOREWOOD BIKE SHADE		339,870	20			
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3/25/2017	3/25/2017			280 MISC		2595-00-													

DESIGN MILESTONE REPORT REVIEW

TABLE OF CONTENTS ON DESIGN MILESTONE REPORT

- Design Milestone Report Notes
- Example of Design Milestone Report

Design Milestone Report Review (For Connecting Hwys)

- Around the 15th day of each month WisDOT (Karl Pierce) sends the Design Milestone Report to Bill Burki. Check with the SE Region LPA Coordinator if you haven't received it by the 20th.
- The 1st thing is to check in the 5th column if there is a "Y" (yes) showing it's a Connecting Hwy. Then check in the 9th column if there is a date under R/W Plat (Finish).
- On projects where you see both a "Y" and R/W Plat Finish date those are Connecting Hwy projects with R/E in it and are reviewed and provided oversight by DAAR R/E MC.
- The other columns to check on Connecting Hwy projects are the following:
 - 1) **Env Doc Finish** (the date that the Environmental Doc is expected to be approved);
 - 2) **DSR Finish** (the date the Design Study Report is expected to be approved);
 - 3) **R/W Plat Finish** (the date the R/W Plat is expected to be approved);
 - 4) **R/E Acqs Start** (the date of expected State R/E Authorization funding) and when a Real Estate Startup Meeting can be initiated by LPA for them to set up.
 - 5) **Adv PS&E** (some project have a targeted early PS&E) If there is a date then there is an advanced PS&E. WisDOT PM's generally want project acquired by Adv PS&E;
 - 6) **PS&E** (Regular PS&E date)
 - 7) **Let Date** (Date of Letting)

Each month check for date changes. Please see included Example.

<u>DATE OF EXPECTED</u>	<u>DATE OF EXPECTED DSR</u>
ER	

Design Milestone Report

1/15 CLEAR
DATE
ADVANCE

PS+E PS+E
 RECUML
 RETRO6
 DATE
 Data Date 02/20/2017

FIPS Project Information										PMP Schedule					FIPS Information				
UNIT	Design ID	Assoc Const ID	Rte	Cnng Hwy	Prelim Design (Start)	Env Doc (Finish)	DSR (Finish)	R/W Plat (Finish)	1078 Utility (Start)	1078 Utility (Finish)	R/E Acqs (Start)	R/E Acqs (Finish)	Utility Reloc Durat'n (Months)	Adv PS&E	PS&E	LET Date	LET Estimate	LC	Date of Last Estimate
PMP Design Project Manager	ID	ID																	
Limits																			
Comments																			
Freight Mgmt & Rdside Fac Sect																			
1030-31-00 1030-31-72 SYS N																			
SAFETY REST AREA IMPROVEMENTS																			
Design by Central Office Hwy Maint & Rdside Mgmt Section - Matheson/Schmale. Project will move to the construction team.																			
0.0 11/01/2020 04/13/2021 \$ 80,000 15 03/20/2012																			
Hwy Maint & Rdside Mgmt Sect																			
1090-29-00 1090-29-70 SYS N																			
SAFETY REST AREA 35 & 36																			
Design by Central Office Hwy Maint & Rdside Mgmt Section - Matheson/Schmale. Project will move to construction team.																			
0.0 11/01/2020 04/13/2021 \$ 200,000 11 04/16/2012																			
1090-29-00 1090-29-71 SYS N																			
SAFETY REST AREA 35 & 36																			
Design by Central Office Hwy Maint & Rdside Mgmt Section - Matheson/Schmale. Project will move to construction team.																			
0.0 11/01/2020 04/13/2021 \$ 200,000 11 04/16/2012																			
SE PDS SE Freeway Ut 4																			
1060-52-00 1060-52-70 041 N																			
84TH ST TO LINCOLN AVE																			
Needs schedule.																			
0.0 05/01/2018 09/11/2018 \$ 3,000,000 10 01/11/2017																			
1100-34-00 1100-34-70 884 N																			
84TH ST TO LINCOLN AVE, ROADWAY																			
Utilities approved shortened timeline. Project on schedule.																			
0.0 03/01/2017 05/01/2017																			
1080-31-00 1080-31-70 043 N																			
FOREST HOME AVE & 76TH ST OVRPASSES																			
PMA needs to report on status of R/W needs.																			
0.0 04/01/2017 10/01/2017																			
1090-31-00 1090-31-71 041 N																			
68TH ST OVRPASS B-40-0194																			
PMA needs to report on status of R/W needs.																			
0.0 04/01/2017 10/01/2017																			
1090-32-00 1090-32-70 043 N																			
IH 43/USH 45/IH 894 BRIDGES																			
Project on schedule.																			
0.0 04/01/2017 10/01/2019																			
1100-35-00 1100-35-70 884 N																			
BELOIT RD AND 92ND ST BRIDGES																			
Project on schedule.																			
0.0 07/01/2017 10/01/2018																			
1100-35-00 1100-35-71 884 N																			
LINCOLN AND HOWARD AVE BRIDGES																			
Project on schedule.																			
0.0 04/01/2018 10/01/2018																			
1100-45-00 1100-45-70 043 N																			
84TH ST TO 35TH ST (MAINLINE)																			
Project on schedule.																			
0.0 09/07/2018 01/04/2019																			
1100-46-00 1100-46-70 043 N																			
60TH ST & 35TH ST BRIDGES																			
Project being scoped.																			
0.0 04/01/2018 10/01/2018																			
1100-46-00 1100-46-71 041 N																			
STH 36 (LOOMS RD) BRIDGE																			
Project being scoped.																			
0.0 04/01/2018 10/01/2018																			
2010-14-00 2010-14-70 041 N																			
SWAN BLVD TO BURLING ST																			
Needs schedule.																			
0.0 08/01/2017 12/12/2017 \$ 12,000,000 10 01/11/2017																			
SE PDS SE Freeway Ut 5																			
1030-37-00 1030-37-70 094 N																			
BRIDGES - IH 94/IH 43/IH 894																			
Project on schedule.																			
0.0 03/01/2018 09/01/2018																			
1060-48-00 1060-48-70 794 N																			
MARQUETTE INTERCHANGE TO LAKE IC																			
Project on schedule.																			
0.0 04/01/2019 10/01/2019																			
2030-13-00 2030-13-70 100 N																			
LAYTON AVE TO BRIDGE OVER H.A.S.T.																			
Project on schedule.																			
0.0 05/04/2018 10/01/2018																			
2165-00-00 2165-00-70 181 Y																			
HONEY CREEK PKWY TO BLUE MOUND RD																			
Project on schedule. Tied to 2165-00-71.																			
0.0 05/01/2020 05/01/2021 \$ 1,765,000 11 07/15/2016																			
SE PDS SE Freeway Ut 7																			
1060-09-04 1060-09-74 094 N																			
BR AT CTH P (B-67-27-4/275)																			
Project on schedule.																			
0.0 04/01/2018 07/01/2018																			
1060-10-00 1060-10-70 094 N																			
ELMHURST ROAD TO CTH J																			
Project on schedule. Tied to 2165-00-71.																			
0.0 12/01/2017 04/06/2018																			
1060-16-00 1060-16-70 094 N																			
BR AT CTH C B-67-0064																			
Project on schedule.																			
0.0 06/07/2019 10/04/2019																			

FIPS Project Information						PMP Schedule						FIPS Information									
UNIT	Design	Assoc	Rte	Cnng	Prelim	Env Doc	DSR	R/W Plat	1078 Utility	1078 Utility	R/E	R/E	Utility	Adv	PS&E	PS&E	LET Date	LET Estimate	LC	Date of Last	
PMP Design Project Manager	ID	Const	ID	Hwy	Design (Start)	(Finish)	(Finish)	(Finish)	(Start)	(Finish)	Acqs (Start)	Acqs (Finish)	Reloc Durat'n (Months)							Estimate	
Limits																					
BERNARD, RYAN A	1030-38-00	1030-38-70	094	N	12/01/2015	10/01/2017	01/01/2018		07/01/2018	10/01/2018			7.1	05/01/2019	05/01/2024	09/10/2024	\$ 1,398,000	10	01/12/2017		
	PUETZ RD TO CTH BBR/RAWSON AVE																				
	1030-43-00	1030-43-70	094	N	07/28/2016	03/01/2017	04/01/2017							02/01/2018	05/01/2018	08/14/2018	\$ 2,200,000	11	01/30/2017		
	RAWSON AVE TO 13TH ST																				
	2015-02-00	2015-02-70	119	N	12/14/2016	12/01/2017	03/01/2018						3.1	11/01/2018	05/01/2020	09/08/2020	\$ 1,250,000	10	08/13/2016		
	VARIOUS BRIDGES																				
FILTZ, DEAN J	1030-06-04	1030-06-74	HWY	N	02/01/2016	09/14/2016	09/20/2016							11/01/2016	04/11/2017		\$ 843,644	20	01/18/2017		
	STDIM INT-MINERAL/STHS9/WALKR KRAUT																				
KIEPCZYNSKI, ASHLEY	1090-06-02	1090-06-72	043	N	04/04/2016	10/01/2017	10/01/2017						8.1	05/01/2019	05/01/2041	09/10/2041	\$ 746,000	10	01/12/2017		
	124TH ST & 116TH ST BR																				
	1090-30-00	1090-30-70	043	N	06/10/2014	07/07/2016	10/25/2016						4.6	11/01/2017	05/01/2024	09/10/2024	\$ 10,000,000	11	02/07/2017		
	CROWBAR DR TO CTH 1																				
	1090-35-00	1090-35-70	043	N	04/04/2016	09/01/2018	10/01/2018						8.1	05/01/2020	05/01/2041	09/10/2041	\$ 7,542,000	10	01/12/2017		
	STH 164 TO BELCOT ROAD																				
LEVEQUE, JOSHUA E	1060-28-00	1060-28-70	094	N	12/01/2014	12/08/2015	06/01/2016						4.6	06/07/2016	09/29/2016		\$ 18,286,715	20	02/16/2017		
	BRIDGES - IH 43/H 94/H 794																				
	1090-23-00	1090-23-70	043	N	01/20/2007	12/29/2008	04/28/2009						24.4	04/01/2020	10/01/2020	10/01/2018		15	04/28/2015		
	STH 164 INTERCHANGE																				
	1228-21-01	1228-21-71	043	N	12/01/2014	12/08/2015	06/01/2016						4.6	06/07/2016	09/29/2016		\$ 3,951,552	20	02/16/2017		
	VIRGINIA ST-1500FT (NIMENOMONEE RVE)																				
LIMBERATOS, EVAN P	1100-06-01	1100-06-71	041	N	02/01/2016	08/29/2016	09/20/2016											\$ 166,591	20	01/18/2017	
	W BURLIGH BRIDGE																				
MANANDHAR, BHUVAN K	1060-21-01	1060-21-71	094	N	11/16/2015	03/23/2016	09/13/2016						2.4	02/01/2017	05/09/2017		\$ 2,454,853	20	02/01/2017		
	WEST WALKESHA COUNTY LINE TO STH 16																				
PITTMAN, DAVID N	1060-46-00	1060-46-70	094	N	01/01/2017	07/01/2018	07/01/2018						10.2	05/01/2020	05/01/2042	09/09/2042	\$ 19,225,000	10	06/13/2013		
	W WALKESHA CO LINE TO STH 16																				
	1060-47-00	1060-47-70	094	N	01/01/2017	07/01/2018	07/01/2018						10.2	05/01/2020	05/01/2042	09/09/2042	\$ 19,226,000	10	06/13/2013		
	W WALKESHA CO LINE TO STH 16																				
	1100-36-00	1100-36-70	041	N	09/01/2013	12/09/2015	02/24/2016						7.1	05/01/2020	05/01/2024	09/10/2024	\$ 10,000,000	11	07/15/2016		
	MLW CO LN TO WASH CO LN NB, RDWY																				
	1100-36-00	1100-36-71	041	N	09/01/2013	12/09/2015	02/24/2016						7.1	05/01/2020	05/01/2024	09/10/2024	\$ 10,500,000	11	07/15/2016		
	MLW CO LN TO WASH CO LN SB, RDWY																				
	1100-36-00	1100-36-72	041	N	09/01/2013	12/09/2015	02/24/2016						0.0	08/02/2016	01/13/2017	07/27/2016	\$ 6.3	02/01/2017	20	02/02/2017	
	BRIDGES OVER NOR-X-WAY CHANNEL																				
	1228-03-33	1228-03-64	043	N									0.0	02/01/2017	02/01/2017	07/11/2017	\$ 916,376	20	02/01/2017		
	OZAUKEE COUNTY LINE TO STH 32																				
	1228-22-00	1228-22-70	043	N	07/30/2013	10/13/2015	06/01/2018						31.5	05/01/2021	05/01/2024	09/10/2024	\$ 45,615,000	11	01/25/2017		
	NORTH AVE TO BENDER RD (NB)																				
	1228-22-00	1228-22-71	043	N	07/30/2013	10/13/2015	06/01/2018						18.3	11/01/2021	05/01/2024	09/10/2024	\$ 81,733,000	11	01/26/2017		
	NORTH AV TO BENDER RD (SB)																				
	1228-22-00	1228-22-73	043	N									0.0	05/01/2022	05/01/2024	08/13/2024	\$ 62,655,000	10	01/12/2017		
	KEEFE-ATKINSON-CAPITOL BRIDGES																				
	1228-22-02	1228-22-72	043	N	12/01/2016	12/19/2016	09/16/2017						4.6	05/01/2018	05/01/2024	09/10/2024	\$ 9,161,000	10	01/12/2017		
	HAMPTON RD TO BENDER RD																				
	1228-28-00	1228-28-70	043	N	05/15/2014	12/09/2016	12/01/2016						3.1	11/01/2017	08/01/2019	01/14/2020	\$ 4,150,000	11	01/13/2017		
	W WISCONSIN TO W WALNUT ST																				
	1228-29-00	1228-29-70	043	N	06/14/2016	07/10/2018	10/01/2018						7.0	05/01/2021	05/01/2024	09/10/2024	\$ 8,858,000	10	01/25/2017		
	HALYARD ST & NORTH AVE BRIDGES																				
RING, STEVEN M	1060-49-00	1060-49-70	094	N	08/17/2016	06/07/2016	11/16/2016						4.1	02/01/2018	05/01/2018	11/13/2018	\$ 3,216,029	11	07/15/2016		
	STH 67 TO CTH SS																				
	Project on schedule. Utilities approved 1 month.																				

FIPS Project Information										PMP Schedule										FIPS Information					
UNIT	Design	Assoc Const	Rte	Cong Hwy	Prelim Design (Start)	Env Doc (Finish)	DSR (Finish)	R/W Plat (Finish)	1078 Utility (Start)	1078 Utility (Finish)	R/E Acqs (Start)	R/E Acqs Duration (Months)	R/E Acqs (Finish)	Utility Reloc Duration (Months)	Adv PS&E	PS&E	LET Date	LET Estimate	LC	Date of Last Estimate					
PMP Design Project Manager																									
Limits																									
VERGOU, GEORGIA					Comments																				
	1100-01-07	1100-01-77	045	N	09/09/2014	11/03/2017	12/04/2017	03/05/2018	09/05/2018					7.9	05/01/2019	05/01/2024	09/10/2024	\$ 7,611,000	11	01/12/2017					
	HAMPTON AVENUE TO GOOD HOPE ROAD																								
	1100-20-00	1100-20-70	045	N	08/12/2014	11/03/2017	12/04/2017	03/04/2019	09/04/2019					8.0	05/01/2020	05/01/2042	09/09/2042	\$ 34,406,000	12	01/11/2017					
	BURLING ST TO SILVER SPRING DR																								
	1100-20-00	1100-21-70	045	N	08/12/2014	11/03/2017	12/04/2017	03/03/2020	09/03/2020					8.0	05/01/2021	05/01/2024	09/10/2024	\$ 42,732,000	12	01/12/2017					
	SILVER SPRING DR TO GOOD HOPE RD																								
	1100-20-00	1100-21-71	045	N	08/12/2014	11/03/2017	12/04/2017	03/04/2019	09/04/2019					5.0	02/01/2020	05/01/2024	09/10/2024	\$ 18,760,000	10	01/11/2017					
	MILL RD BRIDGES (B-40-0348 & 0349)																								
	1090-02-04	1090-02-74	043	N	02/01/2016	06/29/2016	09/20/2016									11/01/2016	04/11/2017	\$ 149,803	20	02/13/2017					
	STH 20 BRIDGE (B-64-0088 & 89)																								
	No utility process required.																								
SE PDS Unit 2																									
ZACHARIAS, CHRISTOPH					1228-18-03	1228-18-70	043	N		Needs schedule update.															
	1310-10-01	1310-10-70	050	N	07/28/2011	09/15/2014	03/01/2017	04/12/2017	12/04/2017	10/01/2018	12/01/2017	22.3	10/01/2019	-5.1	05/01/2019	05/01/2020	09/08/2020	\$ 31,550,000	12	01/31/2017					
	IH 94 TO 74TH AVE																								
	1310-10-01	1310-10-71	050	N										0.0	05/01/2020	05/01/2021	09/09/2021	\$ 32,300,000	11	01/31/2017					
	74TH AVE TO 43RD AVE																								
	1310-10-01	1310-10-73	050	N										0.0	05/01/2021	05/01/2022	09/08/2022	\$ 8,800,000	10	01/31/2017					
	IH 94 TO 43RD AVE																								
	1310-10-02	1310-10-72	050	N	01/05/2012	07/15/2017	07/15/2017	05/04/2017	03/01/2018	05/17/2017	20.8	02/01/2019	3.0		05/01/2019	09/10/2019	\$ 4,700,000	11	07/15/2016						
	FRONTAGE ROADS																								
	1228-16-01	1228-16-71	043	N										0.0	11/01/2017	05/01/2024	09/10/2024	\$ 10,000,000	10	07/15/2016					
	GREEN TREE RD BRIDGE B-40-0149																								
	1228-18-01	1228-18-71	043	N										0.0	11/01/2019	05/01/2025	09/09/2025	\$ 14,000,000	10	01/08/2017					
	BROWN DEER ROAD TO DONGES BAY ROAD																								
	1228-18-01	1228-18-72	043	N										0.0	11/01/2018	05/01/2024	08/13/2024	\$ 18,000,000	10	01/06/2017					
	PORT WASH AND CNTY LN RD BRIDGES																								
	1229-03-01	1229-03-70	043	N	09/01/2017	06/01/2018	12/01/2018	03/01/2021	10/01/2021					-23.3	11/01/2019	05/01/2042	09/09/2042	\$ 19,000,000	12	01/05/2017					
	DONGES BAY RD TO STH 32																								
	1229-03-01	1229-03-71	043	N	09/01/2017	06/01/2018	12/01/2018	03/01/2021	10/01/2021					-23.3	11/01/2019	05/01/2024	09/10/2024	\$ 32,000,000	12	02/06/2017					
	DONGES BAY RD TO STH 60																								
	1229-04-01	1229-04-71	HWY	N	09/04/2012	08/29/2014	04/01/2018									01/08/2050	\$ 1	10	02/22/2012						
	SILVER SPRING DR TO STH 60																								
	I-43 Corridor Study is on hold until July 2017, pending next opportunity for official enumeration of Corridor Study. Corridor Study was not enumerated as part of 2015-2017 state budget.																								
	1060-16-01	1060-16-71	094	N										0.0		05/01/2024	09/10/2024	\$ 14,800,000	10	07/15/2016					
	MOORLAND RD BRIDGES																								
	Project in PIP.																								
SE PDS Unit 3																									
HOFF, STEVEN J					3200-01-02	3200-01-72	046	N	05/02/2012	03/15/2017	04/01/2017	06/25/2017	03/01/2018	09/30/2018	06/27/2017	16.4	10/01/2018	7.1	05/01/2019	05/01/2020	09/08/2020	\$ 5,179,000	12	07/15/2016	
	STH 50 TO STH 11																								
	Project on schedule.																								
SE PDS Unit 4																									
BELLIN, ROBERT A					1300-09-01	1300-09-70	083	N	05/14/2012	04/01/2017	06/10/2017	07/25/2017	05/01/2018	06/01/2019	08/01/2017	24.3	08/01/2019	9.1	05/01/2020	05/01/2021	09/14/2021	\$ 10,000,000	12	07/15/2016	
	STH 20 TO IH 43																								
	1320-12-00	1320-12-70	011	N	08/01/2013	06/01/2025	08/01/2025	09/01/2025	01/03/2027	07/01/2027	10/01/2025	24.3	10/01/2027	19.3		05/01/2029	09/11/2029	\$ 6,700,000	15	04/15/2011					
	STH 120 TO 3.500 FT WEST OF CTH US																								
	1330-04-04	1330-04-72	083	N	01/17/2025	02/01/2026	02/21/2026	05/01/2027	10/01/2027					7.1	05/01/2028	05/01/2029	09/11/2029	\$ 1,815,000	15	06/27/2008					
	V CHENEQUA S LMT TO TOWN OF MERTON																								
	1330-32-00	1330-32-70	083	N	05/23/2016	12/25/2017	01/21/2018	02/01/2018	07/01/2018					7.2	02/01/2019	05/01/2019	09/10/2019	\$ 2,500,000	10	07/15/2016					
	STH 59 TO PERKINS ROAD																								
	2040-15-01	2040-15-71	100	N	07/31/2024	07/26/2025	01/17/2027	07/25/2026	07/25/2026	05/01/2029	01/17/2027	24.3	01/16/2029	12.2		05/01/2030	09/10/2030	\$ 18,350,000	12	07/26/2010					
	60TH STREET TO LOOMIS ROAD (STH 36)																								
	Schedule needs update. Out year project.																								

Filps Project Information						PMP Schedule										Filps Information					
UNIT	Design ID	Assoc Const ID	Rte Hwy	Comm Hyw	Prelim Design (Start)	Env Doc (Finish)	DSR (Finish)	R/W Plat (Finish)	1078 Utility (Start)	1078 Utility (Finish)	R/E Acqs (Start)	R/E Acqs (Months)	R/E (Finish)	Utility Reloc (Months)	Adv PS&E	PS&E	LET Date	LET Estimate	LC	Date of Last Estimate	
PMP Design Project Manager																					
BELLINI, ROBERT A	Limits																				
	Comments																				
	2040-15-30	2040-15-60	100	N	11/08/2016	04/29/2017	01/06/2018	03/01/2018	09/03/2018						8.0	05/01/2019	05/01/2020	09/08/2020	\$ 1,500,000	10	07/15/2016
	60TH ST TO LOOMIS RD Project on schedule. Transmat.																				
	2260-07-00	2260-07-70	011	Y	09/01/2011	05/13/2015	03/04/2016	10/25/2016	05/04/2017	11/04/2017	03/01/2017	12.2	03/01/2018	2.0	05/01/2018	05/01/2019	09/10/2019	\$ 6,100,000	15	07/15/2016	
	KENTUCKY ST TO KEARNEY AVE Project on schedule. Real estate/City agreed to 12 months. (Strand)																				
	2260-08-00	2260-08-70	011	Y	04/01/2015	02/25/2017	03/24/2017	04/25/2017	04/02/2019	09/25/2019	09/25/2017	24.3	09/25/2019	7.3	05/01/2020	05/01/2021	09/14/2021	\$ 2,150,000	11	07/15/2016	
	KEARNEY AVE TO EAST OF MEMORIAL DR Project on schedule. (R.A. Smith National)																				
	2440-09-00	2440-09-70	020	Y	06/28/2014	10/17/2016	11/01/2016	11/25/2016	12/01/2017	10/01/2018	11/25/2016	22.5	10/01/2018	7.1	05/01/2019	05/01/2020	09/08/2020	\$ 9,527,500	11	11/29/2016	
	ROOSEVELT AVE TO WEST BLVD Project on schedule (Strand).																				
	2440-11-01	2440-11-70	020	Y	03/04/2022	04/28/2023	01/17/2025	01/17/2025	01/01/2027	05/01/2027	01/17/2025	24.3	01/17/2027	12.2	05/01/2028	05/01/2029	09/11/2029	\$ 10,050,000	11	08/23/2011	
	WEST BLVD TO MARQUETTE ST Project not authorized yet. Out year project.																				
	2475-07-00	2475-07-70	145	N	12/01/2009	02/27/2024	08/05/2025	08/05/2025	05/01/2028	10/01/2028	08/25/2025	23.7	08/05/2027	7.1		05/01/2029	09/11/2029	\$ 6,617,083	12	10/15/2008	
	PILGRIM ROAD TO CTH P Out year project, no action required.																				
	2475-11-00	2475-11-70	145	Y	05/01/2011	05/13/2027	07/10/2027	09/25/2026	06/01/2028	10/01/2028	10/01/2026	24.4	10/01/2028	7.1		05/01/2029	09/11/2029	\$ 1,930,000	12	01/25/2011	
	MEQUON ROAD TO FOND DU LAC AVENUE Out year project. Project on hold.																				
	3220-05-00	3220-05-70	158	N	07/21/2008	05/01/2024	08/09/2024	08/09/2024	12/17/2026	07/05/2027	08/09/2024	35.7	07/15/2027	9.7		05/01/2028	05/01/2029	09/11/2029	\$ 19,283,500	12	09/13/2011
	104TH AVENUE TO STH 31 Out year project. No action required for roadway project.																				
	3220-09-00	3220-09-70	158	N	04/01/2013	03/23/2016	04/15/2017	04/25/2017	04/25/2017	09/01/2017	05/01/2017	14.2	07/01/2018	7.2	02/01/2019	02/01/2019	07/09/2019	\$ 7,600,000	11	07/15/2016	
	RAILROAD BRIDGES B-30-002, 003 Project on schedule. RE agreed to 12 months. (Ayers)																				
3220-10-00	3220-10-70	158	N	06/17/2015	02/15/2017	04/15/2017	04/25/2017	09/01/2017	07/01/2018	05/01/2017	14.2	07/01/2018	7.2	02/01/2019	02/01/2019	07/09/2019	\$ 3,500,000	11	07/15/2016		
INTERSECTION WITH CTH H Project on schedule. RE agreed to 12 months. (Ayers)																					
3370-05-00	3370-05-70	142	N	06/07/2011	11/17/2014	12/03/2014	09/30/2014	05/12/2015	10/10/2016	10/01/2014	21.0	06/21/2016	0.7		11/01/2016	03/14/2017	\$ 5,014,552	20	11/01/2016		
BURLINGTON CTRY LMT TO KENOSHA CO LN PSEtrak active exception not clear until March 2017.																					
1060-18-01	1060-18-91	094	N	04/18/2016	09/20/2016	10/17/2016									02/01/2017	07/11/2017	\$ 72,590	20	02/01/2017		
IH94 AND SILVERNAIL RD INTERSECTION Project on schedule. There is no utility coordination required																					
1330-29-00	1330-29-70	083	N	09/27/2017	05/30/2018	06/01/2019		05/01/2020	10/01/2020					7.1	05/01/2021	05/01/2022	09/13/2022	\$ 4,000,000	10	06/06/2016	
OCOMOWOC RIVER TO N WAUKSHA CO LN Project with PDS for 30%.																					
1370-15-01	1370-15-71	016	N	02/24/2011	04/29/2013	07/02/2013		05/05/2013	08/02/2013					42.6	02/01/2017	05/09/2017	\$ 13,677,354	20	02/01/2017		
CTH P (BROWN ST) TO IH 94 PSE delivered. PSEtrak exception for COE permit expected 3/24/17 and TMP expected 2/17/17 prior to ad meeting.																					
1370-15-02	1370-15-72	016	N	07/01/2016	01/10/2017	01/17/2017		11/01/2016	02/01/2017					02/01/2017	02/01/2017	07/11/2017	\$ 1,080,099	20	02/01/2017		
CTH P TO CTH C/STH 190 TO IH4 SPLT PSE delivered. PSEtrak exception for COE permit expected 4/28/17 prior to ad meeting.																					
1410-05-01	1410-05-71	033	N	01/11/2019	11/08/2020	08/02/2023	07/25/2024	04/01/2027	11/01/2027	07/25/2024	24.3	07/25/2026	6.1		05/01/2028	05/01/2029	09/11/2029	\$ 5,955,000	12	12/13/2010	
OAK ROAD TO EAST COUNTY LINE Out year project, no action required.																					
2310-08-01	2310-08-71	060	N	03/28/2024	12/03/2024	12/15/2025	12/15/2025	04/01/2027	11/01/2027	12/15/2025	24.3	12/15/2027	4.6		05/01/2028	05/01/2029	09/11/2029	\$ 1,000,000	11	02/05/2010	
CTH P INTERSECTION Out year project, no action required.																					
2709-03-00	2709-03-70	164	N	02/01/2011	04/10/2015	04/14/2015	05/25/2015	07/13/2015	08/01/2017	05/25/2015	21.5	03/02/2017	6.1		02/01/2018	05/01/2018	09/11/2018	\$ 13,300,000	15	08/22/2016	
CTH Q TO CTH E Early PSE 2/1/2018 on schedule																					
2788-00-01	2788-00-71	018	N	01/01/2010	01/20/2015	08/27/2016	05/25/2016	04/11/2016	05/01/2017	06/25/2016	10.3	05/01/2017	0.0		05/01/2017	06/01/2017	08/08/2017	\$ 31,300,000	15	10/05/2016	
GENESEE RD TO FIDDLERS CREEK DR Re-eval required for 3 new lens. PSE 5/1/17																					
2788-02-00	2788-02-70	018	N	03/21/2015	01/20/2015	05/20/2015	05/21/2015	08/10/2015	03/01/2017	05/01/2015	16.8	10/18/2016	-7.1		08/01/2016	03/14/2017	\$ 3,987,081	20	12/15/2016		
INTERSECT SUMMIT AV & MEADOWBROOK RD Utility approval still on hold.																					
3180-00-04	3180-00-74	011	N	04/11/2017	08/29/2017	03/27/2018		11/02/2018	01/31/2019					3.0	05/01/2019	05/01/2020	09/08/2020	\$ 3,700,000	10	07/25/2016	
RACINE CO LINE TO STH 83 30% with PDS																					
4070-00-00	4070-00-70	046	N	01/28/2017	06/29/2017	02/15/2018		05/01/2018	10/01/2018					7.1	05/01/2019	05/01/2020	09/08/2020	\$ 1,900,000	10	07/15/2016	
WB CTH H TO WB STH 28 Project with PDS for 30%.																					
4890-00-03	4890-00-73	HWY	N	08/01/2016	10/17/2016	11/14/2016									02/01/2017	05/09/2017	\$ 819,301	20	02/01/2017		
CRACK SEALING - FY2018 on schedule																					
4890-00-04	4890-00-74	HWY	N												0.0	02/01/2018	02/01/2018	07/10/2018	\$ 1,000,000	11	07/15/2016
CRACK SEALING - FY2019 Needs schedule and scope. No 1078 task required for these 4890 projects.																					
4890-00-05	4890-00-75	HWY	N												0.0	02/01/2019	02/01/2019	07/09/2019	\$ 1,000,000	11	07/15/2016
CRACK SEALING - FY2020 Needs schedule and scope.																					

Filps Project Information										PMP Schedule										Filps Information									
UNIT	Design ID	Assoc Const ID	Rte	Cong Hwy	Prelim Design (Start)	Env Doc (Finish)	DSR (Finish)	R/W Plat (Finish)	1078 Utility (Start)	1078 Utility (Finish)	R/E Acres (Start)	R/E Acres (Duration (Months))	R/E Acres (Finish)	Utility Reloc (Duration (Months))	Adv PS&E	PS&E	LET Date	LET Estimate	LC	Date of Last Estimate									
PMP Design Project Manager																													
CAIN, DOUGLAS A	4890-00-06	4890-00-76	HWY	N			Needs schedule and scope.																						
LY, NGUYEN K	1060-62-00	1060-62-70	094	N	09/01/2015	09/21/2016	04/03/2017	06/02/2017	10/02/2017																				
SE PDS Unit 5	1080-12-00	1080-12-70	012	N	06/01/2009	06/01/2017	07/03/2017	06/04/2019	10/01/2019																				
GILBERTSON, ALLEN R	1080-17-00	1080-17-70	012	N	04/10/2015	04/01/2017	04/01/2017	05/04/2017	10/01/2017																				
CTH H INTERSECTION	2040-11-00	2040-11-70	045	N	08/10/2008	07/14/2014	07/31/2014	02/02/2015	05/05/2016	05/01/2017	04/01/2015	25.4	05/01/2017	0.0															
COLLEGE AVE - LAYTON AVE	2150-00-02	2150-00-72	100	N	11/17/2017	06/01/2017	09/01/2017	12/03/2018	02/01/2020																				
STH 100, B-40-504, B-40-505	2279-04-00	2279-04-70	057	N	09/01/2008	08/01/2017	08/01/2017	05/01/2018	10/01/2018	10/01/2017	24.3	10/01/2019	7.1	05/01/2020	05/01/2021	09/14/2021													
TEUTONIA AVENUE TO MECUON ROAD	2430-06-00	2430-06-70	045	N	02/21/2009	03/15/2011	06/15/2011	08/01/2011	02/25/2016	12/05/2016	10/25/2012	42.3	04/15/2016	-0.1															
7TH AVENUE TO STH 20	3120-08-00	3120-08-70	012	N	07/04/2008	05/01/2016	02/03/2012	03/20/2014	12/02/2017	01/31/2018	03/20/2014	18.5	09/26/2015	27.4	06/01/2020	05/01/2021	09/14/2021												
INTERSECTION OF CTH A	3120-10-00	3120-10-70	012	N	07/04/2008	06/01/2017	07/01/2017	07/25/2017	03/01/2019	10/01/2018	09/01/2017	24.3	09/01/2019	7.1	05/01/2020	05/01/2021	09/14/2021												
STH 20 TO USH 125TH 67 SPLIT	3130-06-01	3130-06-71	020	N	09/24/2025	05/28/2026	06/31/2027	06/01/2027	01/31/2029	05/31/2027	24.3	05/30/2029	11.2																
STH 67 TO TOWNLINE ROAD	3130-06-30	3130-06-60	020	N	11/11/2016	08/28/2017	01/06/2018	12/02/2018	01/31/2019																				

Flips Project Information						PMP Schedule										Flips Information					
UNIT	Design ID	Assoc Const ID	Rte	Cong Hwy	Prelim Design (Start)	Env Doc (Finish)	DSR (Finish)	R/W Plat (Finish)	1078 Utility (Start)	1078 Utility (Finish)	R/E Acqs (Start)	R/E Acqs Durat'n (Months)	R/E Acqs (Finish)	Utility Reloc Durat'n (Months)	Adv PS&E	PS&E	LET Date	LET Estimate	LC	Date of Last Estimate	
PMP Design Project Manager																					
JENKS, JULIE P	1090-16-00	1090-16-70	043	N	07/01/2012	01/31/2018	03/01/2018	02/01/2018	10/01/2018						7.1	05/01/2019	05/01/2020	09/08/2020	\$ 48,500,000	15	01/13/2017
	ROCK COUNTY LINE TO USH 12																				
	2698-03-00	2698-03-70	020	N	02/16/2010	06/18/2018	09/25/2026	02/01/2030	01/31/2031	09/25/2026	24.3	09/24/2028	3.0		05/01/2031	09/11/2031	\$ 7,850,000	12	09/28/2015		
	Project has been moved to out year. RM projected 2698-00-02/72 has been scheduled for 5/1/2020 Adv. PS&E date.																				
	2698-03-00	2698-04-70	020	N	02/16/2010	06/18/2018	09/25/2026								05/01/2031	09/11/2031	\$ 847,826	12	09/28/2015		
	Project has been moved to out year. RM project 2698-00-02/72 has been scheduled for 5/1/2020 Adv. PS&E date.																				
	3150-06-00	3150-06-70	014	N	11/01/2008	10/26/2016	11/01/2016	03/26/2016	12/07/2016	08/01/2017	11/02/2016	6.0	06/01/2017	3.1	11/01/2017	05/01/2018	09/11/2018	\$ 3,500,000	12	08/18/2016	
	PM updated schedule 10.25.16. Utilities and RE are aware of schedule and working with PM to deliver project by adv. date.																				
	3150-06-00	3150-06-70	014	N	11/18/2008	07/01/2017	08/15/2017	07/25/2018	02/01/2020	10/01/2020	08/01/2018	26.4	10/01/2020	7.1	06/01/2021	05/01/2022	09/13/2022	\$ 6,500,000	12	10/28/2015	
	Issue with school ongoing, FHWA approved preferred alternative. Hearing Winter 2015.																				
	3150-07-00	3150-07-70	014	N	11/18/2008	09/11/2018	08/03/2024	07/25/2025	02/01/2027	10/01/2027	08/01/2025	26.4	10/01/2027	-56.8	02/01/2023	05/01/2023	09/12/2023	\$ 4,200,000	12	10/28/2015	
	ER and DSR tied with ID 3150-06-00. PM to deliver early. Plans on shelf.																				
	3150-11-31	3150-11-61	014	N	02/29/2016	09/26/2016	07/30/2017								02/01/2017	05/09/2017	\$ 1,647,551	20	02/01/2017		
	PS&E delivered.																				
KARRI, MALATHI G	1320-15-00	1320-15-70	011	N	07/01/2010	01/01/2025	01/01/2024	07/25/2024	01/01/2024	10/01/2028	01/01/2026	24.3	01/01/2028	7.1		05/01/2029	09/11/2029	\$ 5,200,000	11	05/18/2009	
	Out Year Project.																				
	1320-07-10	1320-07-70	011	N	09/22/2011	06/15/2027	07/15/2027	07/25/2027	07/01/2029	07/01/2030	09/01/2027	36.5	09/01/2030	8.1		05/01/2031	09/11/2031	\$ 8,250,000	12	09/25/2012	
	92ND STREET - STH 31																				
	1320-07-11	1320-07-71	011	N	09/23/2011	06/08/2016	07/01/2027	08/03/2015	07/01/2029	07/01/2030	09/01/2027	36.5	09/01/2030	8.1		05/01/2031	09/11/2031	\$ 6,300,000	12	08/08/2013	
	UNION PACIFIC RAILROAD CROSSING																				
	1320-21-00	1320-21-70	011	N	09/08/2014	08/08/2015	08/24/2015	08/19/2015	02/15/2019	08/15/2019	07/13/2015	22.4	06/15/2017	11.7		08/01/2020	12/08/2020	\$ 1,300,000	11	07/15/2016	
	B&H STREET INTERSECTION																				
	2260-00-01	2260-00-71	011	N	03/21/2011	07/24/2015	08/05/2015	05/26/2016	06/15/2017	11/15/2017	07/15/2016	24.3	07/15/2018	9.7		06/01/2019	09/10/2019	\$ 6,375,000	15	07/15/2016	
	STH 31 TO KENTUCKY ST																				
	3110-02-01	3110-02-71	059	N	10/01/2012	11/12/2014	12/15/2014	06/15/2015	10/21/2015	06/15/2017	06/29/2015	25.2	07/25/2017	9.3		05/01/2018	09/11/2018	\$ 3,400,000	15	07/15/2016	
	NEWCOMB STREET TO USH 12																				
	3110-06-00	3110-06-70	059	Y	02/13/2011	10/04/2011	09/19/2012	03/05/2013	10/21/2015	06/15/2017	06/29/2013	18.2	11/28/2014	11.7		05/01/2018	09/11/2018	\$ 1,310,000	15	07/15/2016	
	NEWCOMB STREET INTERSECTION																				
	3110-06-00	3110-06-71	059	Y	02/13/2011	10/04/2011	09/19/2012								05/01/2018	09/11/2018	\$ 550,000	15	07/15/2016		
	NEWCOMB STREET INTERSECTION																				
	3110-07-00	3110-07-70	059	N	06/15/2017	06/15/2017									11/01/2017	04/10/2018	\$ 274,350	11	11/15/2016		
	CURVE EAST OF CONVERSE ROAD																				
	3170-01-10	3170-01-70	050	N	05/01/2023	06/01/2024	07/25/2024	07/25/2024	08/01/2025	08/01/2026	08/01/2024	36.5	08/01/2027	9.1		05/01/2028	05/01/2029	09/11/2029	\$ 22,000,000	12	11/21/2007
	NORTH SHORE DRIVE TO STH 67																				
	3190-00-00	3190-00-70	120	N	07/16/2010	08/12/2015	08/24/2015	08/31/2015	11/30/2016	06/15/2017	11/30/2015	15.7	03/15/2017	-0.5	06/01/2017	05/01/2018	09/11/2018	\$ 6,100,000	15	07/15/2016	
	USH 12 TO N SIDE OF COMO CREEK BRG																				
	3190-08-00	3190-08-70	120	N	01/06/2012	11/23/2015	04/12/2016	01/18/2017	05/15/2017	05/15/2018	04/15/2017	18.3	10/15/2018	6.6		05/01/2019	09/10/2019	\$ 1,600,000	11	07/15/2016	
	N SIDE OF COMO CRK BRIDGE TO STH 36																				
	3326-01-01	3326-01-71	067	N	08/08/2010	04/24/2012	10/04/2013	08/12/2015	05/20/2016	03/15/2017	08/24/2015	14.3	10/26/2016	1.6		05/01/2017	11/14/2017	\$ 3,250,000	15	07/15/2016	
	RE done, working on 404 permit & drain PSE documents (designer Lynch)																				
	3326-06-00	3326-06-70	067	N	08/01/2016	09/01/2018	09/30/2019	10/01/2019	12/01/2020	10/01/2021	10/01/2019	24.4	10/01/2021	7.1		05/01/2022	05/01/2023	09/12/2023	\$ 8,050,000	10	08/17/2015
	After 30% plans, check in with Tom Longtin to get RE plat ID (see email dated Dec 9, 2015)																				
	3738-02-02	3738-02-72	165	N	03/13/2025	12/26/2026	01/29/2027	01/29/2027	10/04/2027	02/01/2028	01/29/2027	5.6	07/15/2027	3.0		05/01/2028	05/01/2029	09/11/2029	\$ 8,500,000	10	03/05/2010
	Project in PIP. Out year project.																				
	1320-04-01	1320-04-71	011	N	07/17/2023	06/12/2024	08/05/2025	08/05/2025	11/01/2026	02/01/2028	08/05/2025	24.3	08/05/2027	3.0		05/01/2028	05/01/2029	09/11/2029	\$ 7,300,000	12	05/06/2010
	USH 12 TO STH 120																				
	2240-00-07	2240-00-77	036	N	09/01/2016	06/28/2017	02/06/2018								02/01/2018	07/01/2018					
	On 30% team. No action required. Drainage report completed.																				
	2250-12-00	2250-12-70	020	N	06/23/2014	06/09/2015	06/25/2015	06/25/2015	01/31/2017	09/30/2017	12/28/2015	21.5	10/01/2017	7.1		05/01/2018	09/11/2018	\$ 12,001,250	12	07/15/2016	
	BUENA PARK RD TO MILL W AVE (STH 36)																				
	Project on schedule.																				

FLIPS Project Information					PMP Schedule										FLIPS Information							
UNIT	Design ID	Assoc Const ID	Rte Hwy	Crng Hwy	Prelim Design (Start)	Env Doc (Finish)	DSR (Finish)	R/W Plat (Finish)	1078 Utility (Start)	1078 Utility (Finish)	R/E Acq (Start)	R/E Acq (Months)	R/E Acq (Finish)	Utility Reloc Duratn (Months)	Adv PS&E	PS&E	LET Date	LET Estimate	LC	Date of Last Estimate		
PMP Design Project Manager																						
Limits					Comments																	
PLUEMER, BRIAN S	2220-02-00	2220-02-70	045 N	10/06/2010	06/01/2013	04/01/2017	05/01/2017	10/01/2017						7.1	05/01/2018	05/01/2019	09/10/2019	\$ 17,200,000	12	07/15/2016		
	2220-02-00	2220-02-71	045 N	10/06/2010	06/01/2013	04/01/2017	05/01/2018	10/01/2018						-5.1	05/01/2018	05/01/2019	09/10/2019	\$ 5,724,596	12	07/15/2016		
		USH41/45 SPLIT TO ONE MI N OF CTH D				Needs schedule update for -.71 ID.																
	2773-10-00	2773-10-70	059 N	06/15/2010	01/12/2023	09/01/2023	07/01/2024	06/01/2027	10/01/2027	07/25/2024	24.3	07/25/2026	7.1	05/01/2028	05/01/2029	09/11/2029	\$ 3,387,000	11	03/09/2011			
		SUNSET DRIVE TO ARCADIAN AVENUE				JT Eng is design consultant, 2 mile length, base patch & diamond grind. Traffic signals removed from project scope and added to . 1. 2450-06-70 Sunset/STH 59 Intersection 2, 3700-20-74 CTH D and Sunset Intersections																
	3120-01-00	3120-01-70	067 N	06/01/2011	09/30/2023	11/18/2025	11/18/2025	01/01/2029	07/01/2029	11/18/2025	24.3	11/18/2027	10.1		05/01/2030	09/11/2030	\$	1	12	07/07/2016		
		1000' N OF STH59 TO 200' S OF USH18				This is an out year project.								7.1	05/01/2019	05/01/2020	09/08/2020	\$ 4,000,000	10	07/15/2016		
	3120-01-31	3120-01-61	067 N	11/12/2016	04/29/2017	01/06/2018	08/01/2018	10/01/2018						7.1	05/01/2019	05/01/2020	09/08/2020	\$ 4,000,000	10	07/15/2016		
		1000' N STH 59 TO 200' S USH 18				Schedule needs update. Consultant contract scope changed from reconstruct to preventative maintenance.								7.1	05/01/2020	05/01/2021	09/14/2021	\$ 3,800,000	12	07/15/2016		
SHAFFER, VIDA	1330-22-00	1330-22-70	083 N	07/01/2011	05/01/2017	05/01/2018	07/25/2018	05/01/2019	10/01/2019	08/01/2018	14.2	10/01/2019	7.1	05/01/2020	05/01/2021	09/14/2021	\$ 3,800,000	12	07/15/2016			
		STH 167 TO MONROE AVENUE				Project pulled into 6 year program.								3.0	08/01/2017	02/13/2018	\$ 1,500,000	11	10/24/2016			
	2440-12-30	2440-12-60	020 Y	03/18/2013	10/31/2016	03/01/2017	03/01/2017	05/03/2017														
		WEST BLVD TO MARQUETTE STREET				Project on schedule. Utilities approved 3 months.								7.1	05/01/2020	05/01/2021	09/14/2021	\$ 966,000	11	07/15/2016		
	3240-11-00	3240-11-70	032 N	03/09/2015	03/01/2018	04/20/2018	09/30/2018	12/01/2018	10/01/2019	11/01/2018	11.1	10/01/2019	7.1	05/01/2020	05/01/2021	09/14/2021	\$ 966,000	11	07/15/2016			
		STH 165 INTERSECTION				Arch issues will affect schedule and delivery budget								62.5	05/01/2020	05/01/2042	09/09/2042	\$ 14,350,000	15	03/03/2015		
VILLACA, MARTIN B	1450-03-00	1450-03-70	043 N	12/01/2008	05/20/2014	05/30/2014	06/12/2014	03/13/2015						62.5	05/01/2020	05/01/2042	09/09/2042	\$ 14,350,000	15	03/03/2015		
		STH 32 TO NORTH OZAUKEE COUNTY LINE				Project on schedule. Approved project documents to be revisited in 2/2018. Utility coordination complete. Will resend 1078 plans in 4/2019.								62.5	05/01/2020	05/01/2042	09/09/2042	\$ 13,150,000	15	03/03/2015		
	1450-03-00	1450-03-71	043 N	12/01/2008	05/20/2014	05/30/2014	06/12/2014	03/13/2015						62.5	05/01/2020	05/01/2042	09/09/2042	\$ 13,150,000	15	03/03/2015		
		STH 32 TO NORTH OZAUKEE COUNTY LINE				Project on schedule. Approved project documents to be revisited in 2/2018. Utility coordination complete. Will resend 1078 plans in 4/2019.								250.6	05/01/2041	09/10/2041	\$ 1,100,000	10	04/07/2014			
WILBERT, MARK J	1030-35-00	1030-35-70	041 N	10/25/2017	05/01/2019	05/01/2020	05/01/2020	10/01/2020						43.6	05/01/2024	09/10/2024	\$ 105,000	10	10/05/2016			
		STH 50 TO STH 158				Out year project. Transferred from PIP to PDS on 11/5/16								24.3	10/01/2019	05/01/2020	05/01/2021	09/14/2021	\$ 3,400,000	12	10/19/2016	
	1090-36-00	1090-36-70	043 N	12/11/2017	05/01/2019	05/01/2020	05/01/2020	10/01/2020						24.3	10/01/2019	05/01/2020	05/01/2021	09/14/2021	\$ 3,225,000	11	07/15/2016	
		CTH D BRIDGE (P&A-0096)				Out year project. Transferred from PIP to PDS on 10/5/16.								7.1	05/01/2020	05/01/2021	09/14/2021	\$ 3,225,000	11	07/15/2016		
	1310-04-00	1310-04-70	050 N	09/03/2010	05/24/2013	09/01/2017	09/25/2017	05/01/2019	10/01/2019	10/01/2017	24.3	09/25/2019	7.1	05/01/2020	05/01/2021	09/14/2021	\$ 3,225,000	11	07/15/2016			
		256TH AVE TO 236TH AVE				Project on schedule.								24.3	08/20/2029	08/21/2027	08/21/2027	\$ 11,000,000	12	07/17/2013		
	1310-14-00	1310-14-70	050 N	01/08/2014	06/01/2017	08/01/2017	09/25/2017	06/01/2019	10/01/2019	09/25/2017	24.3	09/25/2019	7.1	05/01/2020	05/01/2021	09/14/2021	\$ 3,225,000	11	07/15/2016			
		S CTH W TO 1750 FEET EAST				Project on schedule.								6.3	05/01/2030	09/10/2030	\$ 11,000,000	12	07/17/2013			
	2240-14-00	2240-14-70	036 N	07/29/2023	03/14/2025	08/21/2027	06/25/2029	10/25/2029	08/21/2027	24.3	08/20/2029	6.3		7.1	11/01/2018	03/12/2019	\$ 2,500,001	10	10/19/2016			
		S 51ST ST TO W FARDALE AVE				Reconstruction project moved to out year.								7.1	11/01/2018	03/12/2019	\$ 2,500,001	10	10/19/2016			
	2240-14-31	2240-14-61	036 N	02/01/2016	08/01/2017	11/01/2017	11/01/2017	04/01/2018						2.0	08/01/2017	02/13/2018	\$ 5,750,000	15	07/15/2016			
		S 51ST STREET TO W FARDALE AVENUE				Project on schedule.								7.2	02/01/2018	08/01/2018	12/11/2018	\$ 3,750,000	16	07/15/2016		
	2350-00-00	2350-00-70	032 Y	01/18/2013	10/26/2015	10/28/2015	12/01/2015	05/11/2016	04/01/2017	12/01/2015	18.3	06/01/2017	2.0	08/01/2017	02/13/2018	\$ 5,750,000	15	07/15/2016				
		MAIN STREET TO GOULD STREET				Project on schedule (Graef). Real estate approved 18 month timeline and utilities approved 2 month timeline.								24.9	10/18/2016	7.2	02/01/2018	08/01/2018	12/11/2018	\$ 3,750,000	16	07/15/2016
	2350-09-01	2350-09-71	032 N	06/01/2009	12/10/2013	07/15/2014	10/07/2014	04/01/2017	07/01/2017	10/01/2014	24.9	10/18/2016	7.2	02/01/2018	08/01/2018	12/11/2018	\$ 3,750,000	16	07/15/2016			
		FIVE MILE ROAD TO STH 31				Project on schedule.								24.3	01/01/2027	7.1	08/01/2027	05/01/2028	09/12/2028	\$ 4,000,000	11	03/26/2013
	2350-25-00	2350-25-70	032 N	06/09/2024	12/01/2023	12/01/2023	07/25/2024	08/01/2025	01/01/2026	01/01/2025	24.3	01/01/2027	7.1	08/01/2027	05/01/2028	09/12/2028	\$ 4,000,000	11	03/26/2013			
		5 MILE RD TO 1/2 MILE NORTH STH 31				Project on schedule.								2.0	05/01/2017	09/12/2017	\$ 496,001	15	10/19/2016			
	2376-07-00	2376-07-70	032 N	06/05/2016	06/05/2016	07/28/2015	12/17/2015	05/04/2016	03/01/2017	12/17/2015	9.6	09/30/2016	2.0	05/01/2017	09/12/2017	\$ 496,001	15	10/19/2016				
		PUETZ ROAD TO FOREST HILL AVENUE				Real estate acquisition complete. Utility section aware of extended 1078 and relocation timeline.								-2.1	12/01/2016	04/11/2017	\$ 6,509,857	20	01/12/2017			
	2350-05-00	2350-05-70	031 N	10/07/2012	08/25/2014	11/23/2015	11/25/2015	04/15/2016	01/11/2017	11/25/2015	14.5	02/01/2017	-2.1	12/01/2016	04/11/2017	\$ 6,509,857	20	01/12/2017				
		STH 20 TO CTH MM				Revised real estate acquisition date is 2-1-17. Utilities aware of shortened timeline								0.0	05/01/2028	05/01/2029	09/11/2029	\$ 2,000,000	10	07/30/2013		
SE Planning Unit 1	3220-02-02	3220-02-72	158 Y											0.0	05/01/2050	09/13/2050	\$ 38,000,000	10	06/04/2017			
LIFTACK, JAMES R		STH 31 TO 6TH AVENUE				Project in PIP								0.0	05/01/2028	05/01/2029	09/11/2029	\$ 2,000,000	10	07/30/2013		
MEITZER, GARY M	3100-13-00	3100-13-70	067 N											0.0	05/01/2028	05/01/2029	09/11/2029	\$ 2,000,000	10	07/30/2013		
		USH 18 TO CTH DR				Project in PIP. Not authorized.								0.0	05/01/2028	05/01/2029	09/11/2029	\$ 2,000,000	10	07/30/2013		

Selection Criteria: Excluding organizational Sections 21 Sub-program code 302, 303, & 303SE Life Cycle >= 10 and < 40 Active [C/E, I/E, M/E, L/E]	Formula for Utility Relocation Duration = Current PS&E date/Advanceable PS&E if it is there and PS&E if there is no Advanceable PS&E minus either RE Acquisition Finish or 1078 Utility Finish whichever is later (furthest in time - not furthest in the past)	Color coding for the PMP Schedule Task dates (Preliminary Design Start through Real Estate Acquisition Finish): Blue - 45 days out. Green - Actual Finish or Start date. Red - 45 days out. Red - Overdue as of report date.
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Selection Criteria: Excluding organizational Sections 21 Sub-program code 302, 303, & 303SE Life Cycle >= 10 and < 40 Active [C/E, I/E, M/E, L/E]	Formula for Utility Relocation Duration = Current PS&E date/Advanceable PS&E if it is there and PS&E if there is no Advanceable PS&E minus either RE Acquisition Finish or 1078 Utility Finish whichever is later (furthest in time - not furthest in the past)	Color coding for the PMP Schedule Task dates (Preliminary Design Start through Real Estate Acquisition Finish): Blue - 45 days out. Green - Actual Finish or Start date. Red - 45 days out. Red - Overdue as of report date.
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Selection Criteria: Excluding organizational Sections 21 Sub-program code 302, 303, & 303SE Life Cycle >= 10 and < 40 Active [C/E, I/E, M/E, L/E]	Formula for Utility Relocation Duration = Current PS&E date/Advanceable PS&E if it is there and PS&E if there is no Advanceable PS&E minus either RE Acquisition Finish or 1078 Utility Finish whichever is later (furthest in time - not furthest in the past)	Color coding for the PMP Schedule Task dates (Preliminary Design Start through Real Estate Acquisition Finish): Blue - 45 days out. Green - Actual Finish or Start date. Red - 45 days out. Red - Overdue as of report date.
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