

1995-96 SESSION
COMMITTEE HEARING
RECORDS

Committee Name:

Joint Committee on
Finance (JC-Fi)

Sample:

Record of Comm. Proceedings ... RCP

- 05hrAC-EdR_RCP_pt01a
- 05hrAC-EdR_RCP_pt01b
- 05hrAC-EdR_RCP_pt02

➤ Appointments ... Appt

➤ **

➤ Clearinghouse Rules ... CRule

➤ **

➤ Committee Hearings ... CH

➤ **

➤ Committee Reports ... CR

➤ **

➤ Executive Sessions ... ES

➤ **

➤ Hearing Records ... HR

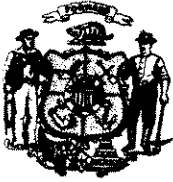
➤ **

➤ Miscellaneous ... Misc

➤ 95hrJC-Fi_Misc_pt48

➤ Record of Comm. Proceedings ... RCP

➤ **



Legislative Fiscal Bureau

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

September 26, 1996

TO: Members
Joint Committee on Finance

FROM: Bob Lang, Director

SUBJECT: Natural Resources -- Section 13.10 Request Related to Supplemental Snowmobile Trail Aids -- Agenda Item V

REQUEST

The Department of Natural Resources (DNR) requests approval to reallocate \$133,000 SEG in 1996-97 from the amount available for general snowmobile trail aids to be used for supplemental trail aid payments.

BACKGROUND

DNR administers a snowmobile recreation program to develop and maintain a statewide system of snowmobile trails and administer and enforce snowmobile laws. These activities are funded from the snowmobile account of the conservation fund. DNR distributes aids to counties for snowmobile trails and the enforcement of snowmobile laws. The account also funds DNR trails and enforcement efforts, coordination of snowmobile safety programs, and registration of snowmobiles. The Snowmobile Recreational Council advises DNR on matters related to appropriations and laws affecting snowmobiling. The council is a 15-member advisory committee whose members are nominated by the Governor with the advice and consent of the Senate and serve staggered three year terms.

The main expenditure from the snowmobile account is for snowmobile trail aids. DNR distributes aids to participating counties for the acquisition, development and maintenance of snowmobile trails throughout the state. Funds are also available for the development and maintenance of trails on state park and forest lands. Generally, these aids are provided to

counties and the DNR at 100% of eligible maintenance costs up to a maximum of \$200 per mile per year.

Expenditures eligible for state aid, listed in priority order under s. 23.09(26) of the statutes, are: (1) maintenance of existing approved trails; (2) club signing programs; (3) bridge rehabilitation; (4) municipal route signing; (5) trail rehabilitation; and (6) development of new trails.

In addition to basic aids, a county or DNR is eligible for supplemental trail aid payments if all the following occur: (a) an application is submitted; (b) actual eligible costs exceed the maximum of \$200 per mile per year; and (c) of the costs incurred, the actual trail grooming costs exceed \$130 per mile per year (other eligible costs include insurance and certain lease costs).

State funding for snowmobile recreation and safety programs primarily comes from two sources: (a) snowmobile registration fees; and (b) the snowmobile gas tax transfer. The gas tax transfer is equal to the motor fuel tax assessed on 50 gallons of gasoline multiplied by the number of snowmobiles registered on the last day of February of the prior winter. Since fiscal year 1991-92, supplemental trail aids have been funded by an additional gas tax transfer of 40% of the base calculation.

Under s. 350.12(4)(br) of the statutes, DNR may request that the Joint Committee on Finance take action under s. 13.101 without finding an emergency if the supplemental aid payable to counties exceeds available funding. DNR may also choose to prorate the trail aid payments if total claims are greater than available funds.

ANALYSIS

As shown in the following table, since the winter of 1990-91 supplemental funding has fully funded eligible requests in two years and has been prorated in three years.

Supplemental Snowmobile Trail Aids

| <u>Snowmobile Season</u> | <u>Counties</u> | <u>State Properties</u> | <u>Request</u> | <u>Total Payment</u> | <u>Amount Funded</u> |
|--------------------------|-----------------|-------------------------|----------------|----------------------|----------------------|
| 1990-91 | 16 | 1 | \$351,779 | \$351,779 | 100% |
| 1991-92 | 21 | 3 | 922,966 | 701,538 | 76 |
| 1992-93 | 21 | 3 | 983,890 | 724,590 | 74 |
| 1993-94 | 32 | 3 | 889,812 | 838,418 | 94 |
| 1994-95 | 11 | 4 | 477,739 | 477,739 | 100 |

The 1996-97 snowmobile gas tax transfer from the transportation fund to the snowmobile account of the conservation fund is \$3,161,200, with \$903,200 of this amount available for supplemental trail aid payments. Further, \$1,200,200 primarily from snowmobile registration fees and an opening balance of approximately \$400,000 are available for 1996-97 trail aids.

The application deadline for supplemental requests is October 1, 1996. Thus, a final figure for supplemental aids is unavailable at this time. However, requests for the 1995-96 snowmobiling season are expected to total between \$1.5 million and \$1.9 million. As of mid-September, 17 counties have submitted requests totalling over \$1 million. DNR program staff estimate that a total of 25 to 30 counties will submit requests for supplemental funds.

Assuming requests of \$1.9 million are actually made, supplemental funding is now available to provide payment of approximately 48% of eligible claims. If requests of \$1.5 million are actually made, however, there would be sufficient supplemental funding to provide payment of approximately 60% of claims.

The additional \$133,000 requested by DNR comes from funds not recommended for allocation by the Snowmobile Recreational Council on other snowmobile trail project requests under s. 23.09(26). After \$3,056,900 was allocated to satisfy the basic maintenance requests on 15,300 miles of existing approved trails at the statutory \$200 per mile rate, the Snowmobile Recreational Council had approximately \$730,000 available for other supplemental snowmobile trail project requests. After reviewing the projects in the priority order specified earlier, the council recommended approval of \$597,000 in projects and requested that the remaining \$133,000 be used for supplemental trail aids.

An additional \$133,000 would provide payment of approximately 55% of eligible claims if requests total \$1.9 million or approximately 69% of eligible claims if requests total \$1.5 million. Denial of the request will mean that the \$133,000 will be available for trail project costs in subsequent fiscal years.

ALTERNATIVES

1. Approve DNR's request to allocate existing expenditure authority of \$133,000 SEG in 1996-97 for supplemental snowmobile trail aids.
2. Deny the request.

Prepared by: Russ Kava



Legislative Fiscal Bureau

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

September 26, 1996

TO: Members
Joint Committee on Finance

FROM: Bob Lang, Director

SUBJECT: Commerce -- Request for PECFA and Petroleum Inspection Laboratory Funds --
Agenda Item VI

BACKGROUND

The Department of Commerce requests an increase of \$30,758,200 SEG in 1996-97 for the following purposes: (1) \$598,200 in one-time funding for remodeling and upgrading of 14 petroleum inspection laboratories; (2) \$160,000 for maintenance and development of a PECFA data base; and (3) \$30,000,000 for PECFA awards (petroleum environmental cleanup fund awards). Segregated funding would be provided from the petroleum inspection fund which receives revenues from the three cents per gallon petroleum inspection fee imposed on all petroleum products brought into Wisconsin. The request is summarized in Table 1.

TABLE 1

Department of Commerce s. 13.10 Request

| Components of Request | Amount Requested |
|--|-------------------------|
| Petroleum Inspection Laboratory Remodeling | \$598,200 |
| PECFA Data Base | 160,000 |
| PECFA Awards | <u>30,000,000</u> |
| Total | \$30,758,200 |

ANALYSIS

Petroleum Inspection Fund Balance

The primary use of the petroleum inspection fund (PIF) is to fund the petroleum environmental cleanup fund award (PECFA) program currently administered by the Department of Commerce. The PECFA financial reimbursement program was transferred from the Department of Industry, Labor and Human Relations (DILHR) effective July 1, 1996. Responsibility for administering cleanup of low- and medium-priority PECFA and non-PECFA eligible petroleum sites was transferred from the Department of Natural Resources (DNR) to Commerce effective July 1, 1996. At current funding levels, approximately 83% of PIF expenditures in 1995-97 will be for PECFA awards and administration.

In addition to funding the PECFA program, the PIF also provides funding for a number of environmental programs administered by Commerce, DNR, and the Departments of Agriculture, Trade and Consumer Protection, Military Affairs, Transportation and Revenue. The largest of these programs are Commerce's programs to inspect petroleum products and petroleum products storage systems and to regulate underground and aboveground storage tanks. Other programs include a transfer to the environmental fund for environmental repair, groundwater management and well compensation, and programs related to air quality management, pollution prevention, petroleum unfair sales enforcement, weights and measures regulation, local emergency response teams and collection of the petroleum inspection fee.

Currently, the estimated balance of the PIF will be \$44.4 million on June 30, 1997. The Commerce request would reduce the balance to \$13.6 million as shown in Table 2. However, the balance would include approximately \$8.8 million in July, 1997 revenue that would be credited to the 1996-97 balance but would not be available in the cash balance of the fund for expenditure until July, 1997. That is, June billings are generally not received as revenues until July. If the entire anticipated fund revenues would be expended in 1996-97, the cash flows would, at some point, cause the fund balance to be negative until the July, 1997, revenues are actually received. This practice is generally not permitted by state cash management practices. Thus, the available cash balance on June 30, 1997 would be approximately \$4.8 million.

TABLE 2

**Petroleum Inspection Fund Condition Statement
(In Millions)**

| | <u>1995-96</u> | <u>1996-97</u> |
|--|----------------|----------------|
| Opening Balance | \$32.2 | \$17.5 |
| Petroleum Inspection Fee | 109.3 | 105.0 |
| Interest Income and Other | <u>3.9</u> | <u>0.2</u> |
| Total Revenues Available | \$145.4 | \$122.7 |
| Expenditures and Reserves | | |
| PECFA Awards and Administration* | \$108.8 | \$62.9 |
| Other Expenditures | 19.1 | 18.2 |
| Estimated Lapses and Encumbrances | 0.0 | -2.8 |
| Commerce s. 13.10 Request | <u>0.0</u> | <u>30.8</u> |
| Total Expenditures | \$127.9 | \$109.1 |
| Closing Balance | \$17.5 | \$13.6 |
| July Revenue Unavailable for Expenditure in 1996-97 | -- | <u>-8.8</u> |
| June 30, 1997 Available Balance | -- | \$4.8 |

*Expenditures in 1995-96 exceed authorized levels in 1996-97 primarily because \$107 million of the \$168 million biennial PECFA appropriation was expended in the first year, leaving authorized expenditures of only \$61 million available for 1996-97.

Petroleum Inspection Laboratory Remodeling

DILHR's public sector safety inspection program inspects employment places owned by governmental employers. The public sector safety inspectors issued several orders from 1992 through 1995 that directed DILHR to correct numerous health and safety code violations at the agency's 14 petroleum inspection laboratories. In 1995, DILHR administrators and union officials discussed methods to correct fire, health and safety code violations and DILHR developed a health and safety compliance plan for the laboratories. In August, 1995, a DILHR hearing examiner recommended implementation of the plan. DILHR administrators agreed to carry out the plan and to have final contracts in place for facility modifications by June of 1997. A case filed by AFSCME Local 333 in Lafayette County Circuit Court challenging the hearing

examiner's authority and requesting the Court to order DILHR to enforce the safety orders was dismissed as outside of the Court's jurisdiction. Commerce has asked the public sector safety inspectors to adjust the compliance time schedule to reflect the current s. 13.10 request that would satisfy the building construction compliance items related to six laboratories by June, 1997, and the remainder during 1997-99.

In November, 1995, DILHR and the Department of Development (the Department of Commerce effective July 1, 1996) submitted a s. 13.10 request for an increase of \$1,733,300 SEG in one-time funding in 1995-97 to make numerous remodeling and health and safety improvements at 14 petroleum inspection laboratories throughout the state. On December 12, 1995, the Joint Committee on Finance approved \$430,800 SEG in one-time funding in 1995-96 for equipment and facility design services and placed the funds in unallotted reserve. The Committee also deferred consideration of funding for 1996-97 until design consultant cost estimates of work needed at each existing and proposed laboratory would be presented to the Committee. On July 10, 1996, the Committee approved the release of \$395,100 SEG of the \$430,800 SEG from unallotted reserve in 1995-96 to cover planned expenditures for petroleum laboratory equipment and remodeling improvements.

On August 7, 1996, the Building Commission approved Commerce's request to plan, bid and construct petroleum laboratory upgrades at 14 locations (three owned and 11 rented facilities) with construction-related costs of \$1,351,300. Commerce currently estimates that construction costs will be \$1,317,600 (the difference was paid from 1995-96 funds). Seven laboratories will remain at their existing locations and the other seven will be moved to different sites in the same geographic area. Current cost estimates are based on work done by an engineering firm under contract with the Department. The engineering firm has surveyed nine locations in detail to determine the required changes and associated costs at each of the nine sites. Seven of nine sites will remain in their existing locations. Costs for five of the seven laboratories to be moved have been estimated based on the average cost of the nine sites that have been surveyed in detail because the new location has not been finalized. The locations for two of the sites to be moved, Milwaukee (currently located in Waukesha) and Beloit, have been finalized.

Commerce requests \$598,200 in one-time funding in 1996-97 to be used to upgrade six of the 14 laboratories. The Department would make several upgrading and remodeling improvements to correct fire, health and safety code violations and to meet requirements of the federal Americans With Disabilities Act (ADA). Improvements would include components such as: (a) bringing laboratory walls, ceilings and doors to the proper fire rating; (b) upgrading electrical systems; (c) improving ventilation, heating and air conditioning; and (d) modifying plumbing and other site features to comply with ADA. The six laboratories have been included in the engineering detailed survey of nine laboratories. The six sites would include Milwaukee and Beloit, which would be moved, and McFarland, Green Bay, La Crosse and Stevens Point, which would remain at their existing sites. Department officials indicate that the engineering firm could begin preparation of construction drawings for the six locations as soon as the Committee approves the funding. They anticipate that work would be completed on the six locations by the summer of 1997. Commerce officials indicate that the six locations are the

highest volume laboratories and have been chosen as the six locations where work could be expected to be completed in 1996-97.

Approval of the requested 1996-97 funding would allow Commerce to proceed with laboratory improvements where detailed costs are known. It would also allow Commerce to comply, for six of 14 laboratories, with the original 1995 compliance schedule deadline of June of 1997 for completing final contracts.

Commerce plans to request \$719,400 in one-time funding in 1997-98 as part of the agency's 1997-99 biennial budget request for the other eight petroleum laboratories. This includes the three laboratories at Hudson, Fond du Lac and Hazel Green that would remain at their existing locations and have been surveyed in detail by the engineering firm, but are a lower priority than other sites to be completed in 1996-97. It would also include five laboratories in Chippewa Falls, Kenosha, Superior, Spooner and Rhinelander that would be moved to new locations in the same geographic area. While Commerce has not identified final locations for the five sites at which project costs have been estimated, the Department expects project costs to be within the average estimate. After the Department identifies five final locations and the engineering firm surveys detailed costs at five actual sites, total costs for 1997-98 may differ from the estimated amount.

PECFA Data Base

Commerce requests \$160,000 SEG in 1996-97 for maintenance and development of a PECFA data base. The funds would be used to hire two contract computer programmers for eight months, from November, 1996 through June, 1997, to: (a) make programming modifications necessary to maintain the current PECFA financial tracking system ("Tracker"); and (b) begin to identify and develop elements needed in a new data base system. Commerce would use the same contracting company that is currently providing programming services to the Safety and Buildings Division at a contract cost of \$10,000 per programmer per month. Commerce indicates that it will request approximately \$300,000 SEG annually in its 1997-99 biennial budget request to continue with PECFA automation needs.

Commerce officials indicate that during 1995-96, DILHR contracted with a company to provide computer programming and automation services related to plan review, inspection and certification functions of the Safety and Buildings Division, petroleum inspection program and the underground and aboveground storage tank regulation program. DILHR decided to omit upgrading of the PECFA Tracker from that automation project due to the complexity of the PECFA program and its automation needs. Commerce officials indicate that the Department is submitting the request now instead of waiting until 1997-99 biennial budget deliberations because: (a) the Department is concerned that the Tracker is not strong enough to last one or two years; and (b) it would be possible to utilize current contract programmers beginning in November, 1996 after they complete work for the Safety and Buildings Division, petroleum inspection and tank regulation programs.

The Tracker currently contains site and claim data on about 9,000 PECFA sites and will eventually track up to 20,000 sites. It tracks information about the owner, site location, tank type, approvals of maximum expenditures for investigations and other remediation costs, site closure, submitted costs of each claim for a site, approved costs, date of claim payment and cumulative submitted costs and claims paid.

Commerce has identified a number of problems with the current Tracker. The system is written in a relatively light duty data base program called Access. It was created by PECFA program staff and is maintained with minimal support from data processing staff. The Tracker has experienced recent down times, including a recent three day "crash," that have raised Department concerns that the system is unstable and may have difficulty handling increasing work loads. The PECFA program does not possess documentation about how Tracker works that can be used in the event of problems. Commerce officials indicate that the system lacks security features to prevent intentional or unintentional data manipulation of PECFA site and claim records.

Commerce is adding information about site closure decisions as the Department assumes responsibility for closing low- and medium-priority sites and receives information from DNR about closure of high-priority sites. Commerce is not currently able to link information in the Tracker with DNR site tracking systems.

Tracker is not able to link multiple sites owned by a single owner for the purpose of tracking annual aggregate information. In response to Legislative Audit Bureau concerns about tracking of annual aggregates (owners are subject to maximum annual awards for costs incurred each year), Commerce has created an Excel spreadsheet to track the year in which costs are incurred by site and owner. Commerce will use this spreadsheet until the information can be incorporated into a new PECFA data base.

Commerce hopes that funding for long-term PECFA automation and data base needs will be a part of 1997-99 biennial budget deliberations. It would also be possible to defer the current request until that time. However, approval of the current request would allow Commerce to temporarily contract with computer programmer consultants to maintain the current system and begin to identify what is needed in a new system.

PECFA Awards

Commerce requests \$30,000,000 SEG on a one-time basis in 1996-97 for payment of additional PECFA awards. Commerce is also requesting a \$7,100,000 annual increase from the \$84,031,700 SEG in base funding (for a total appropriation of \$91,131,700 SEG per year) as part of its 1997-99 biennial budget request.

PECFA awards reimburse owners for a portion of the cleanup costs of discharges from petroleum product storage systems and home heating oil systems. The amount of reimbursement

varies from a minimum of 75% to over 99% of eligible cleanup costs. Owners of certain underground and aboveground tanks may receive up to \$1,000,000 for the costs of investigation, cleanup and monitoring of environmental contamination. Eligible costs include certain costs for consultant services, soil treatment, equipment used in remediation, laboratory tests, site monitoring, excavation and hauling of contaminated soils. It also includes loan origination fees, loan renewal fees and other interest expenses associated with loans secured by owners for the site cleanup. These loan-related costs accounted for more than 6% of PECFA payments during calendar years 1994 and 1995.

In the first eight months of 1995-96, DILHR paid \$84.9 million in PECFA awards, averaging \$10.6 million per month. In March, 1996, DILHR began limiting PECFA award expenditures to no more than petroleum inspection fee revenues, in part, to avoid a negative cash balance in the PIF. Since then, DILHR and Commerce have paid approximately \$6.0 million in PECFA awards per month. In 1995-96, \$107.0 million in claims were paid. Currently, in 1996-97, \$61.1 million is available for PECFA claim payments.

At the end of August, 1996, there were 1,500 PECFA claims totalling \$130 million waiting to be processed. In addition, as of mid-September, there are almost \$5 million of PECFA claims that have been processed and are waiting to be paid in October. The PECFA program received an average of \$16.5 million in claims per month during the last six months, which equals receipt of almost \$200 million in claims annually.

Under the Commerce request, PECFA claims paid during 1996-97 would increase \$30.0 million to \$91.1 million. Based on the current backlog, the requested \$30 million could pay approximately 340 PECFA claims that would otherwise wait until after June 30, 1997, for payment.

At the current rate of receipt of claims and payment of PECFA awards, the backlog could exceed \$230 million by June 30, 1997. Under the request, the backlog could still exceed \$200 million by June 30, 1997. While the Commerce request states that DNR is currently reviewing the effectiveness of engineered remedial systems at PECFA sites and is developing other options for remedial sites in the hopes that some sites can be moved to closure or to simple monitoring, those actions will not reduce the current backlog. The DNR activities may decrease future costs at some PECFA sites.

The Commerce request, combined with estimated expenditures and lapses, would leave an available cash balance in the PIF of approximately \$4.8 million. In order to avoid additional interest charges on a portion of the backlog, this amount could be appropriated for PECFA awards during 1996-97, increasing the amount provided from \$30.0 million to \$34.8 million. Alternatively, the cash balance would be available for expenditures in 1997-99.

ALTERNATIVES

A. Petroleum Inspection Laboratory Remodeling

1. Approve Commerce's request for \$598,200 SEG in one-time funding in 1996-97 for remodeling and upgrading of six petroleum inspection laboratories.
2. Deny the request.

B. PECFA Data Base

1. Approve Commerce's request for \$160,000 SEG in 1996-97 for maintenance and development of a PECFA data base. In addition, specify that the funding will be one-time.
2. Deny the request.

C. PECFA Awards

1. Approve Commerce's request to provide one-time funding of \$30,000,000 SEG from the petroleum inspection fund in 1996-97 for additional PECFA awards.
2. Provide one-time funds of \$34,800,000 SEG (petroleum inspection fund) in 1996-97 for additional PECFA awards.
3. Deny the request.

Prepared by: Kendra Bonderud



Legislative Fiscal Bureau

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

September 26, 1996

TO: Members
Joint Committee on Finance

FROM: Bob Lang, Director

SUBJECT: Transportation -- Section 13.10 Request for the Approval of the Moving Cost Agreement for the Relocation of Outdoor Advertising Signs -- Agenda Item VII

REQUEST

The Department of Transportation requests that the Committee review and approve the proposed Moving Cost Agreement for the Relocation of Outdoor Advertising Signs.

BACKGROUND

Section 9155 (6y) of 1995 Wisconsin Act 113 directs the Department of Transportation (DOT), with the cooperation of the Outdoor Advertising Association, to develop a payment schedule to reimburse owners of outdoor advertising signs for relocation expenses when transportation projects displace eligible signs. The agreement will apply to signs owned by outdoor advertisers and is not intended to apply to signs owned by other businesses located on or off those business' premises.

Currently, DOT seeks two bids on the cost to relocate signs from independent sign construction companies. This procedure will continue to be used for "on-premise" and "off-premise" signs owned by businesses other than outdoor advertisers. While independent sign construction companies bid on the relocation of outdoor advertisers' signs, the bidding companies typically do not perform the relocation of outdoor advertisers' signs. Instead, the outdoor advertising company owning the sign relocates it.

DESCRIPTION

The proposed agreement consists of a standard procedure for determining the relocation cost of typical signs and an alternative method to be used for other signs. A copy of the proposed agreement is attached. Under the standard procedure, a base cost will be determined from a schedule where costs vary depending on the sign's size and its construction material (wood or steel). The "scheduled cost" includes the cost to take down the sign and the cost to build a new sign at another location. Adjustments will be made to the scheduled cost to reflect other factors:

Additions to Scheduled Cost

- structural variation
- height above ground exceeding 15 feet
- platform or apron
- electrical service
- utility costs
- advertising revenue adjustment
- other reimbursable relocation costs

Reductions to Scheduled Cost

- salvage value
- height above ground less than 15 feet
- depreciation
- copy credit
- take down costs

The alternative procedure will be used when a sign's size exceeds the dimensions on the relocation cost schedule or when extenuating circumstances substantially increase or decrease relocation costs. The procedure will allow owners to document the costs arising from those circumstances and be compensated for them. The outdoor sign owner will be required to provide documentation, subject to audit, of actual relocation costs. Extenuating circumstances could include limited access to the sign's site or sign improvements needed to comply with local ordinances. Except for oversized signs, relocation costs under the alternative procedure would be based on the same cost schedule and adjustments as signs covered by the standard agreement. Also, the alternative procedure will allow additions or deletions to the scheduled cost to reflect certain "betterments." A betterment is defined as any improvement to the sign being relocated. DOT believes that the alternative procedure will be used in less than 10% of the cases.

The agreement will require DOT to notify sign owners of the specified removal date both 90 days and 30 days prior to that date. In addition, DOT has agreed to evaluate signs through an "Outdoor Advertising Survey Sheet" with sign owners early in the preliminary planning stages of highway projects. Payment would be made to a sign owner after an agreement has been signed and the sign removed.

The proposed agreement was developed by two representatives of DOT and two members of the Outdoor Advertisers Association of Wisconsin (OAAW). The amounts in the relocation cost schedule, as well as the various adjustments, are based on expense records supplied by the industry and reviewed by DOT. Both parties intend to maintain this working group to insure the success of the agreement.

ANALYSIS

The OAAW maintains that the current reimbursement procedure does not cover their relocation expenses. They report that independent sign construction companies often are not experienced in erecting the types of signs considered standard in the industry. That is, the companies submitting bids are more accustomed to building small, relatively simple signs. The proposed agreement is intended to more accurately reflect relocation costs actually incurred by outdoor advertising companies.

Because the current system does not cover outdoor advertisers' actual costs, removal of some signs has resulted in litigation. The proposed agreement may avoid some, but not all, potential litigation in the future. In some instances, sign removals have resulted in "takings" where the courts have required DOT to reimburse sign owners for their signs' value, as distinguished from their relocation costs. The proposed agreement is not intended to resolve "valuation" disputes. However, a provision under the alternative procedure instructs DOT not to deduct depreciation from the scheduled cost when a sign cannot be relocated to comparable property. This provision may resolve some valuation disputes. The Department of Justice reports that there are approximately 25 cases being litigated involving the removal or relocation of outdoor advertising signs. A number of these cases involve more than a single sign.

Both parties expect the agreement to result in more mutually acceptable resolutions of reimbursement cases, thereby avoiding litigation and project delays. However, the agreement requires that DOT and sign owners agree on several points. For instance, they must agree on the physical condition of the sign in order to determine depreciation. Higher depreciation results in lower reimbursements, so it is in the sign owner's interest to argue for the least amount of depreciation possible. In "trial runs" between DOT and sign owners, the procedures outlined in the agreement have enabled both parties to resolve differences.

In addition to reducing litigation, the proposed agreement should reduce DOT administrative costs and avoid delays in highway construction caused by signs that are not relocated on a timely basis due to disputes between DOT and outdoor advertisers. In order to avoid disputes and resolve them when they do arise, the agreement does three things. First, sign owners will be notified of potential sign relocation early in the highway development process. Owners will be invited to participate in the public forums on the project. It is hoped that this will give sign owners more time to remove and relocate the signs. Second, DOT representatives will meet with sign owners at the sign's site and fill out a sign survey sheet outlining the sign's characteristics. It is expected that the two parties will be able to negotiate points of contention at this time. Third, the working group that developed this agreement will continue to meet to monitor the process, and help resolve disputes.

If approved, the agreement will remain in effect for three years from the date of approval. However, due to the uncertainty regarding the actual impact of the agreement, it may be desirable for the Committee to review the effects of the agreement at an earlier date.

FISCAL EFFECT

It is difficult to estimate the agreement's fiscal effect because past reimbursement records have not been compiled on a regular basis. Based on a limited review of past reimbursements, DOT believes that total relocation costs associated with outdoor advertisers' signs range from \$100,000 to \$360,000 annually. Further, DOT reports that these costs may be \$25,000 to \$100,000 higher annually under the agreement than costs incurred under the current reimbursement system. That estimate does not consider cost savings associated with administrative efficiencies, reduced litigation or the avoidance of project delays. Sign relocation costs will be funded through the major highway development and highway rehabilitation programs, which have 1997 appropriation levels from all funding sources of \$154 million and \$401 million, respectively.

The preceding estimates assume 15 to 25 signs of the type covered by this agreement will be relocated each year. The number will vary depending upon what type of transportation projects are under construction. For instance, projects in urban areas tend to displace more total signs, and signs in those areas tend to be larger. DOT reports that most signs fall in a range of 300 to 700 square feet. For signs between 181 and 475 square feet, DOT estimates current reimbursements of \$2,000 to \$6,000 per sign. Under the new agreement, the relocation cost schedule reports reimbursements for signs of this size between \$5,600 and \$10,900, prior to the required adjustments. For larger signs, between 476 and 800 square feet, payments range from about \$6,000 to \$8,000 under the current system, and the relocation cost schedule lists reimbursements of \$13,100 to \$17,600, prior to the required adjustments. Although the agreement includes signs up to 1,500 square feet, relocation of this size sign is rare according to DOT.

ALTERNATIVES

1. Approve the proposed Moving Cost Agreement for the Relocation of Outdoor Advertising Signs, which will remain in effect for three years from the approval date.
2. Approve the agreement and require DOT to submit a report which includes information on the number and cost of sign relocations, the number of relocations resulting in litigation, and recommended changes, if any, to the agreement, to the Committee at the September, 1997, s. 13.10 meeting.
3. Reject the agreement and require the parties to submit a new reimbursement schedule.

Prepared by: Jon WeaverDyck
Attachment

DRAFT

**MOVING COST AGREEMENT
FOR THE RELOCATION OF
OUTDOOR ADVERTISING SIGNS**

Prepared July 1, 1996 by:

**The Outdoor Advertising Association of Wisconsin
and
The Wisconsin Department of Transportation**

Date of Joint Finance Approval (Effective Date): _____

Contents

| <u>Part</u> | <u>Page</u> |
|--|-------------|
| <u>Part 1 - General</u> | 3 |
| 1.1 Parties to, Purpose, Term of Agreement | 3 |
| 1.2 Scope of Agreement | 3 |
| 1.3 Criteria For Users of this Policy | 3 |
| 1.4 Take Down and Removal of Signs; How Payment is to be Made | 4 |
| 1.5 Communication Between the Parties | 5 |
| <u>Part 2 - Relocation Cost Schedule</u> | 6 |
| 2.1 General | 6 |
| 2.2 Scope of and Adjustments to Scheduled Costs | 6 |
| 2.3 What is not Included in Scheduled Costs | 6 |
| 2.4 Procedures for Using this Schedule | 7 |
| 2.5 Payment Schedule Summary Worksheet | 8 |
| 2.6 Relocation Cost Schedule | 9 |
| <u>Part 3 - Itemized Cost Reimbursement Contract</u> | 10 |
| 3.1 General | 10 |
| 3.2 Itemized Cost Reimbursement Contract | 11 |
| <u>Part 4 - Adjustments to Schedule and Part 3 Costs</u> | 12 |
| 4.1 General | 12 |
| 4.2 Height Above Ground Level (HAGL) | 12 |
| 4.3 Structural Variations | 12 |
| 4.4 Electrical | 12 |
| 4.5 Utility Costs | 12 |
| 4.6 Platforms and Aprons | 12 |
| 4.7 Copy Credit | 13 |
| 4.8 Other Reimbursable Relocation Expenses | 13 |
| 4.9 Salvage | 13 |
| 4.10 Advertising Revenue, Temporary Removal of Sign | 14 |
| 4.11 Depreciation | 14 |
| 4.12 Extenuating Circumstances | 15 |
| 4.13 Betterment | 15 |
| <u>APPENDIX: Working Documents</u> | 17 |
| Part 2.5: Payment Schedule Summary Worksheet | |
| Part 3.2: Itemized Cost Reimbursement Contract | |
| RE 4014: DOT Real Estate Reimbursement Claim - Application and Release Form | |
| Outdoor Advertising Survey Sheet | |

PART 1 - GENERAL

1.1 Parties to, Purpose and Term of this Agreement

This Agreement has been created by the Outdoor Advertising Association of Wisconsin (hereinafter referred to as "OAAW") and the Wisconsin Department of Transportation (hereinafter referred to as "DOT"). The purpose is to establish a simplified, consistent and justifiable means by which an outdoor advertising sign company owner (hereinafter referred to as "Owner") eligible to use the provisions of this Agreement can be appropriately reimbursed for an eligible off premise outdoor advertising sign structure (hereinafter referred to as "Sign") that must be removed and/or relocated as a result of a highway project. This Agreement shall not address illegal Signs nor does it address any situation violating state or federal statute.

It is the intent of this Agreement to implement the provisions of Section 9155 (6y) of 1995 Act 113. This Agreement is subject to impairment by subsequently enacted or adopted state and federal laws, regulations and administrative rules.

This Agreement shall be effective as of _____, the date of approval by the Joint Finance Committee, for a term of three years. On or around the anniversary date of this Agreement, or at any time mutually agreeable to both parties, the OAAW and the DOT may make modifications upon mutual consent on non-cost related terms of the Agreement to expedite relocation issues as the Schedule is implemented. Cost - related terms, most importantly the scheduled costs in Part 2.6, shall not be modified during the term. However, in the event this agreement is extended at the end of the term, costs will be adjusted based upon annual statewide cost modifiers for similar structures from the most current Boeckh Cost Service Manual available at that time.

1.2 Scope of this Agreement

The Agreement contains two specific tools to aid in the relocation of signs:

- Part 2: A Schedule of costs for outdoor advertising signs that applies to signs which range from sixty (60) square feet to one thousand, five hundred (1,500) square feet in area. These costs are intended to be all inclusive with adjustments as detailed in Part 2 of this Agreement. Provisions and procedures for filing a claim under Part 2 are detailed.
- Part 3: A required procedural format for filing a claim for more complex sign relocations. This procedure is to be used upon mutual agreement between the Owner and DOT when Sign contains Extenuating Circumstances (Part 4.12) that may substantially reduce or exceed scheduled costs.

It is not necessarily the intention of this Agreement to address resolution of just compensation in the event a Sign can not be moved (e.g. non-conforming under Stat. 84.30). However, this Agreement may be used for this purpose upon mutual agreement between the DOT and the Owner. Also, there may be circumstances which render the cost of Sign relocation greater than the value of the Sign. In these circumstances the DOT shall pay the lesser of the relocation cost or the value of the Sign (Part 4.12).

1.3 Criteria for users of this policy

It is the intent of this Agreement that an eligible Owner be a licensed, professional sign company, with adequate insurance requirements and other requirements reasonably expected of such companies. A Sign under consideration for this Agreement must be owned by the eligible Owner that will be seeking

reimbursement, either at the time the sign is identified as being impacted by a highway project, or who during the process acquires the Sign as part of a bonafide offer. (In the latter case, the Owner must ascertain from the seller that the sign is to be relocated, and must provide written notice to the DOT of ownership.) Said Owner in accepting payment from the DOT for relocating a Sign under either Part 2 or Part 3 of this Agreement assumes all responsibility for rebuilding the Sign at a new site and for meeting all local ordinances and safety considerations.

1.4 Take down and Removal of Sign; How and when payment is to be made

Takedown and Removal. It will normally be the responsibility of the Owner to take down and remove the Sign. However, there may be circumstances where the Sign has no value to the Owner and can be taken down more cost effectively by the DOT (see Part 4.9 Salvage). **The DOT reserves the right in such situations to evaluate the costs and, if reasonably prudent to do so, have the Sign removed and deduct the scheduled takedown costs from the payment to the Owner.**

Payment. Payment shall be made by DOT to the Owner when: 1) a claim is signed by the Owner, agreeing to be reimbursed under this program, and 2) after the sign is removed from the highway right-of-way. Removal must be by the date indicated on the notification by DOT to Owner, and notice shall be given by DOT to Owner at ninety (90) days prior to this date, as required under the Uniform Relocation Act, and at thirty (30) days prior to this date, as is DOT practice. However, a different removal date, arranged mutually between the DOT and Owner and acknowledged in writing will preempt the removal date indicated on the notification and will not waive the Owner's right to reimbursement under this Agreement (such an arrangement may contain other terms i.e. rent to be paid by the Owner to the current landowner based upon the land lease in effect at the time). DOT will tender payment within thirty 30 days after DOT has received the sign relocation claim and other required documentation and the Owner has notified DOT that the sign is removed.

Payment shall be made to Owner under this Agreement only when the Owner's Sign is occupying the property with consent of the landowner (under lease or extension) for consideration, or owned by Owner, on the date the DOT acquires the parcel upon which the Sign is located.

Upon acceptance of payment under this Agreement, the Owner waives any right to future claims for damage or loss involving this Sign(s).

Provided that the DOT has given the 90 day notice and 30 day reminder to remove the Sign, in the event the signs are not removed by the removal date as specified in the notice or by mutual agreement, it is understood by the Owner that DOT shall remove the Sign and the amounts due the Owner under the terms of this Agreement shall be offset by the costs to DOT for removal of the sign and project delay, if applicable. The Owner will be entitled to the balance, if any, of relocation benefits. In the event the DOT does not provide the required 90 and 30 day notices, the removal date shall be extended by the notice period not given and the Owner shall not be responsible for project costs accrued by DOT throughout this period.

1.5 Communication Between the Parties

It is the intent of the OAAW and the DOT to foster better communications in the circumstances surrounding the necessary removal and relocation of an outdoor advertising Sign, so that problems can be identified early in the acquisition process. This will allow both parties to be aware of cost reimbursement issues, disclose the facts, allow for appropriate search time for the Owner and perhaps find resolution of part or all of the issues at hand well before the removal of the Sign is required.

The success of this Agreement is dependent upon both organizations generating responsible trust and understanding in the evaluation of each individual sign relocation situation. The DOT will make efforts on new sign issues to advise an Owner of appropriate meetings early in the preliminary planning stages (public involvement process) of a highway project to allow the affected Owner(s) and the DOT to mutually address concerns. It is the intent that both parties willingly and openly present all necessary data and information to support the situation at hand.

Subsequent to this early communication effort, the DOT will provide the Owner with the 90 day notice and 30 day reminder for the sign removal, and it is understood that the Owner will adhere to this removal date in the absence of a mutual written Agreement stating a different date has been negotiated.

During the Term of this Agreement, a team of four (4) individuals, two (2) from the OAAW and two (2) from the DOT, will act as a review committee to help implement the Agreement, to answer questions arising from its use, to aid in a final decision on a complex or confusing Sign issue, or to mediate a Sign issue between the DOT and an Owner.

PART 2: RELOCATION COST SCHEDULE

2.1 General. This Relocation Cost Schedule (Schedule) is for the relocation of Signs that range from 60 - 1500 square feet in area. Additional costs to be added for two-sided, side-by-side and certain V-type signs are addressed in the Schedule; typically all double-deck and some V-type signs may be submitted under Part 3 of this Agreement. The Schedule below is intended to include poster panel and painted bulletin, as well as wood and steel structures. **The Schedule is intended to include the vast majority of Sign relocations, and it is understood by the OAAW and the DOT that slight variations in actual costs higher or lower than the scheduled amount will balance out in all sign transactions over time.**

2.2 Scope of and Adjustments to Scheduled Costs

Scope of Scheduled Costs. The costs in the Schedule are derived from estimated costs itemized by the OAAW and provided to the DOT for typical sign relocations. The costs reflect takedown of an existing structure, the relocation of the structure, and the cost of rebuilding a sign new adjusted for the salvageable portions of the existing sign (See Part 4.9, Salvage). Additionally, depreciation shall be considered on signs which are being relocated on the same site or a comparable site (See Part 4.11, Depreciation). The OAAW derived the scheduled costs from standards developed by the Outdoor Advertising Association of America, applicable engineering codes for a 30lb. windload requirement (the national engineering code and DIHLR code for structures), and a reasonable average itemized breakdown of labor, equipment and other costs for relocation obtained through general experience.

Costs in this Schedule are intended to be all - inclusive of reasonable costs required for: assessing the sites; removing the existing structure (Owner removing the posts, and DOT removing underground footings); and re-erecting the sign with all new materials, less adjustments for salvageable components and other factors. The height above ground level (HAGL) used for Scheduled costs is fifteen feet (15').

Adjustments to Scheduled Costs. The Schedule (2.6) contains adjustments for:

- Variations in HAGL greater or less than fifteen feet (15') (Part 4.2 and Schedule, 2.6);
- A two-sided, Side-by-side, or V-type sign (Part 4.3);
- Electrical costs for illumination fixtures, installation and wiring based upon the size of the Sign (Part 4.4 and Schedule, 2.6);
- Utility charges which must be documented by separate invoice (Part 4.5);
- Platforms and aprons (Part 4.6);
- Credit for copy if Sign is not under a live or ongoing contract (Part 4.7).

The costs being claimed under the Schedule may be further adjusted as appropriate for:

- Other Reimbursable Relocation Expenses, which include costs for variances, permitting and legal fees in finding and negotiating/ re-negotiating a lease for the new site (Part 4.8);
- Salvage (Part 4.9);
- Advertising revenue, temporary removal of sign (Must see Part 4.10);
- Depreciation on same or comparable site (Part 4.11).

2.3 What is not included in Scheduled Costs

Extenuating Circumstances (Part 4.12) may exist which cause a given Sign relocation to substantially exceed or fall below the Scheduled amounts. Such Circumstances may require the use of the Itemized Cost Reimbursement Contract (Part 3) upon mutual agreement between the Owner and DOT. **In any situation where costs exceed the Schedule, they must be documented and itemized as indicated in Part 3 of this Agreement.**

2.4 Procedures for using this Schedule

The intent of this Schedule is to simplify and improve the Sign relocation reimbursement process for both the DOT and the OAAW. The procedures below outline required steps for reimbursement and are developed to enhance communications, so that appropriate information is exchanged and the reimbursement made under this Agreement is justifiable.

- Communication shall be initiated by the DOT during the preliminary planning/ scoping phase of a project in which an Owner's Sign will be impacted.
- The impacted Owner will be contacted during the preliminary planning stage of the project and invited to the public information meeting(s) prior to the sign being surveyed in the field by both DOT and the Owner.
- An Outdoor Advertising Survey Sheet (See Appendix) must be filled out in full to capture all necessary information on the Sign. This Survey Sheet should be jointly filled out by the DOT and the Owner, and copies provided for both parties.
- The Payment Schedule Summary Worksheet (2.5,) must be filled out, indicating the appropriate cost on the Schedule, with adjustments as indicated.
- The Survey Sheet and the Summary Worksheet must be submitted along with the **DOT Real Estate Reimbursement Claim - Application and Release Form 4014 (RE 4014)** (See Appendix) for reimbursement to occur.
- Payment will be made as indicated in Part 1.3 of this Agreement, and upon receipt of payment by Owner, future claims of any kind relative to this Sign are waived.
- In the event there are **Extenuating Circumstances** (Part 4.12) relative to this Sign that may indicate costs will exceed the Scheduled amounts, Owner has the option of filing an estimated **Itemized Cost Reimbursement Contract** (Part 3) to capture these costs.

PART 2.5: PAYMENT SCHEDULE SUMMARY WORKSHEET

Note: Use of this Schedule is subject to all terms of this Agreement. This form must be signed and submitted along with the completed Outdoor Advertising Survey Sheet and RE 4014 in order to claim reimbursement. ATTACH CALCULATIONS FOR ALL ADJUSTMENTS.

Find the size range and use the costs determined for that range. Signs less than 60 sq. ft. in area are not covered in this Schedule and moving estimates will be required. Signs in excess of 1500 sq. ft. should be considered in Part 3 procedures of this Agreement.

1. **Scheduled Cost.** Find the total costs from the Relocation Schedule.

| | | |
|-------------------|-----------------------|-----------|
| Sign Size: | Scheduled Cost | \$ |
|-------------------|-----------------------|-----------|

2. **Adjustments to Scheduled Cost - Additions (if applicable)**

- | | | | |
|----|--|----|-----------------------------|
| a. | Other Reimbursable Relocation Expenses (Part 4.8) | \$ | <u> </u> |
| b. | Structural Variation (Part 4.3) Structure | \$ | <u> </u> |
| c. | HAGL, if greater than 15' (Part 4.2, Schedule 2.6) | \$ | <u> </u> |
| d. | Platform or apron, if any (Part 4.6) | \$ | <u> </u> |
| e. | Electrical costs (Part 4.4, Schedule 2.6) | \$ | <u> </u> |
| f. | Utility costs (Part 4.5 - must submit documentation) | \$ | <u> </u> |
| g. | Estimated ad. revenue adjustment, temporary removal? (Very specific circumstance - See Part 4.10) | \$ | <u> </u> |

Total Additions **\$**

3. **Adjustment to Scheduled Costs - Credits (if applicable)**

- | | | | |
|----|--|----|-----------------------------|
| a. | Salvage (Part 4.9) | \$ | <u> </u> |
| b. | HAGL, if less than 15' (Part 4.2, Schedule 2.6) | \$ | <u> </u> |
| c. | Depreciation, if any (Part 4.11) | \$ | <u> </u> |
| d. | Copy Credit (deduct \$2/sq. ft. if no contract Part 4.7) | \$ | <u> </u> |
| e. | Deduct Take down costs? (Part 1.4) | \$ | <u> </u> |

Total Credits **\$ ()**

4. **Total Eligible Reimbursement**

| | | |
|-----------------|----|-----------------------------|
| Scheduled Cost | \$ | <u> </u> |
| Total Additions | \$ | <u> </u> |
| Total Credits | | <u> </u> |

Reimbursement **\$**

Reviewed by:

Owner or Representative Date

DOT Representative Date

2.6 Relocation Cost Schedule

NOTE: Schedule is intended to cover most sign situations. Schedule is based upon a 15' HAGL.
Adjustments must be made based on Part 4 of this Agreement.

| Sign Size | Wood | | Steel | | HAGL Adj. (4.2) | Electrical (4.4) |
|-------------|--------------|-----------------|--------------|-----------------|-----------------------|------------------|
| 60 - 85 | Take down | \$ 760 | Take down | \$ 760 | \$35 per lineal foot | \$530 |
| | Build new | \$2,524 | Build new | \$2,698 | | |
| | Total | \$3,284 | Total | \$3,458 | | |
| 86 - 115 | Take down | \$ 760 | Take down | \$ 760 | \$60 per lineal foot | \$530 |
| | Build new | \$2,698 | Build new | \$3,188 | | |
| | Total | \$3,458 | Total | \$3,948 | | |
| 116 - 145 | Take down | \$ 919 | Take down | \$ 919 | \$65 per lineal foot | \$925 |
| | Build new | \$3,279 | Build new | \$3,477 | | |
| | Total | \$4,198 | Total | \$4,396 | | |
| 145 - 180 | Take down | \$1,028 | Take down | \$1,028 | \$75 per lineal foot | \$925 |
| | Build new | \$3,862 | Build new | \$3,996 | | |
| | Total | \$4,890 | Total | \$5,024 | | |
| 181 - 220 | Take down | \$1,162 | Take down | \$1,162 | \$100 per lineal foot | \$990 |
| | Build new | \$4,395 | Build new | \$4,854 | | |
| | Total | \$5,557 | Total | \$6,016 | | |
| 221 - 270 | Take down | \$1,271 | Take down | \$1,271 | \$110 per lineal foot | \$1,100 |
| | Build new | \$5,002 | Build new | \$5,412 | | |
| | Total | \$6,273 | Total | \$6,683 | | |
| 271 - 350 | Take down | \$1,868 | Take down | \$1,868 | \$140 per lineal foot | \$1,225 |
| | Build new | \$5,996 | Build new | \$6,874 | | |
| | Total | \$7,864 | Total | \$8,742 | | |
| 351 - 475 | Take down | \$ 2,310 | Take down | \$ 2,310 | \$180 per lineal foot | \$2,900 |
| | Build new | \$ 8,276 | Build new | \$ 8,558 | | |
| | Total | \$10,586 | Total | \$10,868 | | |
| 476 - 600 | Take down | \$ 2,606 | Take down | \$ 2,606 | \$225 per lineal foot | \$3,000 |
| | Build new | \$10,530 | Build new | \$11,093 | | |
| | Total | \$13,136 | Total | \$13,699 | | |
| 601 - 800 | Take down | \$ 2,902 | Take down | \$ 2,902 | \$300 per lineal foot | \$3,450 |
| | Build new | \$13,923 | Build new | \$14,746 | | |
| | Total | \$16,825 | Total | \$17,648 | | |
| 801 - 1000 | Take down | \$ 3,153 | Take down | \$ 3,153 | \$400 per lineal foot | \$3,450 |
| | Build new | \$17,805 | Build new | \$18,353 | | |
| | Total | \$20,958 | Total | \$21,506 | | |
| 1001 - 1300 | Take down | \$ 3,404 | Take down | \$ 3,404 | \$500 per lineal foot | \$4,300 |
| | Build new | \$21,686 | Build new | \$21,961 | | |
| | Total | \$25,090 | Total | \$25,365 | | |
| 1300-1500 | Take down | \$ 3,656 | Take down | \$ 3,656 | \$575 per lineal foot | \$4,300 |
| | Build new | \$25,568 | Build new | \$25,568 | | |
| | Total | \$29,224 | Total | \$29,224 | | |

PART 3: ITEMIZED COST REIMBURSEMENT CONTRACT

3.1 General. It is intended that the fixed costs in Part 2 be used for every applicable sign situation. However, circumstances infrequently may significantly increase or decrease the cost of a sign relocation to a degree that scheduled costs are not appropriate. Part 3 of this Agreement, the **Itemized Cost Reimbursement Contract ("Contract")** is to be used when the DOT and the Owner mutually agree that: complexities in relocating a Sign create **Extenuating Circumstances** (4.12) that generate costs substantially greater, or less than, the Part 2 Schedule; or 2) the Sign size exceeds the maximum size of those identified in Part 2. The Contract is Part 3.2 of this Agreement.

When used, this Contract is auditable at any time by the DOT or a state agency. The Owner using this Contract must upon reasonable notice permit the DOT or agency to access company documentation and information to support the costs for Signs itemized in the Contract.

Full explanation and documentation must be provided for any cost exceeding the amounts in the Part A Schedule. The Owner may use the Schedule as a base, but shall provide detail on the Extenuating Circumstances that have exceeded scheduled amounts.

The cost of relocation or the value of the Sign (value to be determined in the future), **whichever is less**, will be the basis of payment in those circumstances where complex and potentially excessive relocation costs are indicated (Part 4.12).

It is assumed that the Sign structure at the new site will be reconstructed with equivalent materials or components, and comply with current standards and codes. Costs shall be adjusted for Salvage (Part 4.9) as applicable. Relocation costs to be submitted on this Contract are subject to other adjustments similar to those in the Part 2 Schedule, in addition to Betterment (Part 4.13). **The Contract format - Part 3.2 is the format under which an Owner shall file a claim under Part 3 of this Agreement.**

In order to be reimbursed under Part 3 of this Agreement, an Outdoor Advertising Survey Sheet, this Contract with all necessary documentation, and the RE4014 must be submitted to DOT (see Appendix).

3.2 ITEMIZED COST REIMBURSEMENT CONTRACT

Note: Use of this Contract is subject to all terms of this Agreement. complete documentation must be submitted for any costs that exceed the Part 2 Schedule. ATTACH CALCULATIONS FOR ALL ADJUSTMENTS.

| | | | |
|----|--|-----------------------|-------------------------|
| 1. | Extenuating Circumstances. List the Extenuating Circumstances that substantially increase or decrease costs and make use of the Part 2 inappropriate. Provide explanation. If not using Part 2 Schedule as a base (i.e. sign is larger than ranges provided), itemize all costs. Apply adjustments as indicated. Provide information on additional attachments, if necessary. | | |
| | | | |
| | | | |
| 2. | Scheduled Cost. Find the total cost from the Schedule (2.6), if sign is within size range. | | |
| | Sign Size: | Scheduled Cost | \$ |
| 3. | Adjustments to Scheduled Cost - Additions (if applicable) | | |
| | a. Other Reimbursable Relocation Expenses (Part 4.8) | \$ | |
| | b. Structural Variation (Part 4.3) Type _____ | \$ | |
| | c. HAGL, if greater than 15' Part 4.2, Schedule 2.6) | \$ | |
| | d. Platform or apron, if any (Part 4.6) | \$ | |
| | e. Electrical Costs (Part 4.4, Schedule 2.6) | \$ | |
| | f. Utility Costs (Part 4.5 - must submit documentation) | \$ | |
| | g. Estimated ad. revenue adjustment, temporary removal? (Very specific circumstance - Part 4.10) | \$ | |
| | h. Betterment compensable (Part 4.13) ** | \$ | |
| | Total Additions | | \$ |
| 4. | Adjustment to Scheduled Costs - Credits | | |
| | a. Salvage (Part 4.9) | \$ | |
| | b. HAGL, if less than 15' (See 4.2, Schedule 2.6) | \$ | |
| | c. Depreciation, if any (Part 4.11) | \$ | |
| | d. Copy Credit (deduct \$2/sq.ft. if no contract Part 4.7) | \$ | |
| | e. Deduct Take down Costs? (Part 1.4) | \$ | |
| | f. Betterment not compensable (Part 4.13) ** | \$ | |
| | Total Credits | | \$() |
| 5. | Total Eligible Reimbursement | | |
| | Extenuating Circumstances | \$ | |
| | Scheduled Costs | \$ | |
| | Total Additions | \$ | |
| | Total Credits | () | |
| | Reimbursement | | \$ |

Reviewed by: _____

Owner or Representative Date

**Attach explanation
and calculations

DOT Representative Date

PART 4: ADJUSTMENTS TO SCHEDULE AND PART 3 COSTS

4.1 General. This section outlines the adjustments that should be made to the Schedule, and, in the event Part 3 is being used, provides explanation and cost information for the Itemized Cost Reimbursement Contract (3.2). Some of these adjustments must be considered and applied in all situations. Some apply only in specific circumstances.

4.2 Height Above Ground Level (HAGL). The Height Above Ground Level (HAGL) is the height of the Sign from ground level to the bottom of the Sign face. For Signs that have HAGL below or exceeding 15 feet, make adjustments as indicated in the Schedule, Part 2.6, on the Worksheet (Part 2.5) or the Contract (Part 3.2).

HAGL to HARG. HAGL shall be based upon maintaining a comparable Height Above Road Grade (HARG) for the relocated Sign as compared to the existing Sign.

When HAGL in Schedule may not apply. The costs for HAGL cover heights to thirty feet (30'). If HAGL exceeds 30', or the Sign does not fall within the scheduled size range, Part 3 of this Agreement should be considered.

4.3 Structural Variations. Make adjustments below for varying Sign structures. These adjustments apply only when the Part 2 Schedule is being used as a base for cost submittals. (If the Part 3 Contract is being used for signs that are not in the size ranges provided, full documentation must be submitted.)

- **Back-to-back (two-sided):** 1.3 times the total cost as indicated in the Schedule, if both sides are equivalent in size. If the sides are of different sizes, adjustment must be calculated at thirty percent (30%) of the build new cost for that smaller single face size in the Schedule, added to the cost from the Schedule of the larger single face.
- **Side-by-side:** If signs are not joined, take the sum of the costs in size ranges of the two individual signs. If signs are joined, take the cost in the appropriate size range that represents the total square footage.
- **V-type:** If the cost of the V-type sign can reasonably be estimated by using the Schedule (similar to the side-by-side calculations), use the Schedule. Or, if the Owner and DOT mutually agree, Part 3 may be used providing full documentation.
- **Double-deck:** Same as V-type above.

4.4 Electrical. Electrical costs (includes service panel, meter socket, service head, ground rods, fixtures, wire conduit, pipe, misc. hardware and labor) will be reimbursed only when the existing Sign is illuminated. The Schedule (Part 2.6) displays adjustments for relocation of illuminated signs based upon the given size ranges. Use these scheduled costs for all types of fixtures (i.e. metal halide, florescent, quartz). On a back-to-back Sign, use 1.8 times the total cost indicated in the Schedule. Electrical components as listed above are subject to Salvage credits (Part 4.9).

4.5 Utility Costs. All utility costs must be fully documented with price quotations/invoices.

4.6 Platforms and Aprons. Reimbursement for platforms and aprons will be as follows:

Platforms (planking/decking with supports; a plank or walkrail is not considered a platform for this purpose. These are included in the fixed cost Schedule 2.6 amounts):

24" width - add \$25 per lineal foot.

36" width - add \$42 per lineal foot.

48" width - add \$55 per lineal foot.

Aprons: All widths - add \$12 per lineal foot.

4.7 Copy Credit. If the Sign is unsold, or face is blank on the date DOT acquires the parcel on which the Sign sits, a credit must be applied for the costs to repaint the existing copy, transfer vinyl, or apply a new poster panel. Deduct \$2.00 per square foot in this event.

4.8 Other Reimbursable Relocation Expenses. These expenses are those reasonable costs, including permitting fees, negotiation of land leases, and legal fees if necessary to establish a new site. \$1,000 per structure shall be paid for these Other Expenses (back-to-back, any side-by-side, any V-type, or decked Sign are considered a single structure for purposes of this provision). This amount should be inserted into the Part 2 Summary Worksheet (2.5) or the Part 3 Contract (3.2).

4.9 Salvage.

Salvage Credit. A salvage credit shall adjust costs when structural components in a take down may be used to rebuild the structure, or may be returned to stock for future use. Salvaged components shall be determined at the time the DOT and the Owner complete the Outdoor Advertising Survey Sheet. If a reasonable and prudent businessman would reuse the component in the normal course of business, that component should be salvaged and a salvage credit given.

No Salvage Value. If a component has no salvage value, it shall be disposed of. In this event, or in the event of minimal salvage, the DOT reserves the right to require that the Owner take down and remove the Sign and be provided take down costs, or have it removed by DOT contractors and deduct take down costs from the reimbursement to the Owner, whichever is more cost effective (See Part 1.4).

Calculation of Salvage. The value assigned to salvageable components shall be calculated at ten percent (10%) of the present cost of like parts. This salvage credit percentage was determined with consideration for the nature of salvageable parts in the sign industry - often, no immediate market exists, nor can the components be used for the Sign be relocated. The Owner shall use the current Formetco Guide to price sign supplies, and the OAAA supplier's manual for fabricated steel, in establishing the value on which salvage will be taken. Salvage shall be computed on the portion of the component which is useable after removal. For example, if a 30' I-beam is cut off above ground, leaving a 20' useable section, the calculation shall be made upon the 20' useable section.

Categories of salvage that shall be considered. The calculation of salvage shall be considered according to the four component categories below, and the Owner must follow the guidelines indicated.

- **Salvage of pipes, poles and beams.** Generally, components under twenty feet (20') will not be salvageable, unless they are set up with anchor bolt designs. All structures with anchor bolt design should be considered salvageable if not deteriorated beyond reasonable use.
- **Salvage of head and platforms.** These components are present on most larger structures and are typically constructed of steel bolted to the pipes or beams, but may also be of wood construction. Heads and platforms shall be considered salvageable unless the steel components are deteriorated beyond reasonable repair, or unless wood platforms are old or in a condition too poor to reuse.
- **Salvage of electrical fixtures and meter boxes.** These shall be considered salvageable unless the components are corroded or otherwise deteriorated, or obsolete as consistent with contemporary construction standards or code.
- **Salvage of face or face sections.** Condition of the face or its method of attachment shall determine if salvage value may be realized. For example: if a facing is attached in such a way that it may be damaged during removal, if a high degree of rust exists on metal faces, or there are numerous coats of paint to make re-attachment difficult, salvage is unlikely.

Procedure. The total calculation for salvageable components must be inserted into the Payment Schedule Summary Worksheet if claiming under the Schedule (Part 2.5), or the Itemized Cost Reimbursement Contract (Part 3.2) if the Owner will be documenting significant Extenuating Circumstances.

4.10. Reimbursement of Advertising Revenue, Temporary Removal of Sign.

When Eligible. In the event that an outdoor advertising Sign is temporarily removed during a construction project, and will be replaced at the same location at the end of the project, the Owner shall be eligible for reimbursement of revenue lost during such time, **providing that the Owner continues paying rent to the landowner and maintains responsibility for all other ownership costs during this period. This provision shall not apply in normal relocations or when revenue is lost due to temporary road closures or diversion of traffic (detours) during construction.** This provision also applies only to legally established Signs and, in the case of a legal non-conforming Sign, the Owner must provide proof of permission to re-establish such Sign from the appropriate zoning body having jurisdiction over the site. DOT will provide the Owner with a letter documenting the need for temporary removal that may be submitted to the zoning body for this purpose.

Costs to be Reimbursed for Removal, Re-erection and Revenue Loss. The costs for removal and re-erection of the Sign shall also be paid in accordance with this Agreement and all applicable adjustments. **Reimbursement will be subject to depreciation (Part 4.11), as the re-erection will be on the same site. Other Reimbursable Relocation Expenses (Part 4.8) shall not apply.** For revenue loss, it is the Owner's responsibility to provide documentation for reimbursement, which may include but not be limited to: proof of contract revenue, or the inability to provide coverage at another rental location.

Calculation of Reimbursement Amount. The reimbursement shall be based upon the total revenue generated by the structure for a three year period (whether or not vacant during part of this period) immediately preceding the date of displacement, then divided by 36, and multiplied by the number of months the structure is estimated to be out of service.

DOT Right to Pay Lesser of Costs. In the event that the total calculated revenue loss, take down and re-erection costs are significant enough that they may appear to approach or exceed the value of the Sign (value to be determined, see Part 4.12), the DOT shall have the right to evaluate the costs and pay the lesser of the two.

4.11 Depreciation.

When Depreciation Applies. Depreciation applies when a Sign can be relocated on the same site, or on a "comparable" site. A comparable site is one which would offer visibility or market exposure similar to that which would be enjoyed if the Sign was able to remain on the existing site. Both the Owner and the DOT shall mutually agree that a site meets the criteria for comparability.

Purpose of Depreciation Adjustment. Depreciation shall be applied to the build new cost of the Sign, and is appropriately applied to adjust payment according to the condition of the existing Sign at a comparable site. For the purposes of this Schedule, and in order to simplify the calculation, four different categories of Sign components shall be used to evaluate the Sign condition and estimate the discount which should be taken.

Calculation of Depreciation. The amount of the payment to the Owner shall be discounted according to the percentages in each of the categories below. This discounted amount will be credited on the **Payment Schedule Summary Worksheet (2.5)** or the **Itemized Cost Reimbursement Contract (3.2)** as appropriate.

Categories of Signs. During the initial meetings between the Owner and the DOT to evaluate the Sign in question, the **Outdoor Advertising Survey Sheet (Appendix)** will be filled out, indicating approximate age and condition of the Sign. both the Owner and the DOT should discuss the age and Sign condition and use reasonable judgement as to how the Sign fits into one of the four categories below.

- **Very Good - Excellent. NO DEPRECIATION.** The Sign will be new or nearly new, very sound overall, show virtually no wear and tear, and have an unlimited remaining life.
- **Good. DEPRECIATE AT FIFTEEN PERCENT (15%) (85% remaining life), of cost to build (in Schedule, "build" element in appropriate size category).** A Sign in this category is expected to

have a remaining life of many more years. The structure is physically sound but may show some weathering and wear and tear, but is curable with normal maintenance.

- **Fair. DEPRECIATE AT THIRTY PERCENT (30%) (70% remaining life) of cost to build.** The Sign requires extensive repair or replacement of uprights, stringers or metal components, because of deferred maintenance. The Sign is expected to have a limited remaining physical life.
- **Poor - Very Poor. DEPRECIATE AT SIXTY PERCENT (60%) (40% remaining life), of the cost to build.** These signs are in an unsound condition, severe deterioration is evident, and it is apparent that the remaining physical life of the Sign is very limited.

The amount of depreciation may be negotiated between the Owner and the DOT when a Sign is at or within these general ranges.

4.12. Extenuating Circumstances. Extenuating Circumstances are situations arising in a relocation that the Owner and the DOT mutually agree may substantially increase, or decrease the costs of moving a Sign and render the Part A Schedule amounts inappropriate. These situations are anticipated to be relatively infrequent. Increases may be, but are not limited to: a case where the DOT requests the Owner to remove substantial inground footings; environmental issues; substantial re-engineering of the Sign structure necessitated by the highway project; substantial costs to gain physical access to the new site; upgrades required by local ordinance; substantial soil problems. An example of a decrease is a situation where a Sign is being relocated on the same site and the existing structure is virtually being re-erected. In such a situation the Owner must submit actual costs for the take down and re-erection.

Costs of Relocation vs. Value of Sign. In the event that Extenuating Circumstances may cause a relocation to exceed the cost of the value of the Sign (such value anticipated to be legally determined for just compensation during the course of this Agreement), the DOT shall pay the cost of the relocation under this Agreement, or value of the Sign, whichever is less.

4.13. Betterment. NOTE: BETTERMENTS ARE CONSIDERED WHEN USING PART 3 OF THIS AGREEMENT.

Betterment Defined. A betterment is any improvement to the Sign that is being relocated. A comparison of the existing Sign and how it will exist at the new site must be made to determine if a betterment exists. If the relocated Sign is to be larger, will have greater HAGL (or greater height above road grade), better materials, longer expected service life, is stronger, safer, less subject to natural hazards or requires less service, a betterment is present. If a betterment exists, it must then be determined if the betterment is necessitated by the highway project or is being added solely at the option of the Owner for business (non-highway project required) purposes.

Compensable Betterment. Betterments which result from the most economical relocation of the Sign required to accommodate highway construction normally will be compensable. This may entail some evaluation between the Owner and the DOT of alternative solutions, and cost comparisons may have to take place to determine the most reasonable betterment option. For example, in some situations a taller and or heavier structure with larger footings may be necessary to place a sign at the same road grade to enjoy the same relative traffic exposure it had before. Or, if safety codes currently require platforms or other safety devices because of an increase in sign height to meet road grade, re-erecting a Sign with these requirements may be compensable. In any event, both parties must use reasonable judgement and come to an agreement that the betterment is required to place the Sign in the same relative position it was prior to the relocation.

Non-compensable Betterment. If the Owner elects the betterment at its own option, it is non-compensable. For example, in a case where the Owner chooses to place a Sign at the new site which is enlarged in any manner (non-conforming signs excluded), increased costs of added face size and structural accommodations necessary to support the enlargement will not be compensable. Additionally, the addition of illumination to the relocated Sign when illumination previously did not exist is non-compensable. Both the Owner and the DOT must use reasonable judgement in the evaluation and consider each of these situations on their own merit.

APPENDIX:
WORKING DOCUMENTS

Part 2.5: Payment Schedule Summary Worksheet

Part 3.2: Itemized Cost Reimbursement Contract

RE 4014: DOT Real Estate Reimbursement Claim - Application and Release Form

Outdoor Advertising Survey Sheet

PART 2.5: PAYMENT SCHEDULE SUMMARY WORKSHEET

Note: Use of this Schedule is subject to all terms of this Agreement. This form must be signed and submitted along with the completed Outdoor Advertising Survey Sheet and RE 4014 in order to claim reimbursement. ATTACH CALCULATIONS FOR ALL ADJUSTMENTS.

Find the size range and use the costs determined for that range. Signs less than 60 sq. ft. in area are not covered in this Schedule and moving estimates will be required. Signs in excess of 1500 sq. ft. should be considered in Part 3 procedures of this Agreement.

| | | | |
|-----------|---|-----------------------|---------------------|
| 1. | <u>Scheduled Cost.</u> Find the total costs from the Relocation Schedule. | | |
| | Sign Size: | Scheduled Cost | \$ |
| 2. | <u>Adjustments to Scheduled Cost - Additions (if applicable)</u> | | |
| | a. Other Reimbursable Relocation Expenses (Part 4.8) | \$ _____ | |
| | b. Structural Variation (Part 4.3) Structure | _____ \$ _____ | |
| | c. HAGL, if greater than 15' (Part 4.2, Schedule 2.6) | \$ _____ | |
| | d. Platform or apron, if any (Part 4.6) | \$ _____ | |
| | e. Electrical costs (Part 4.4, Schedule 2.6) | \$ _____ | |
| | f. Utility costs (Part 4.5 - must submit documentation) | \$ _____ | |
| | g. Estimated ad. revenue adjustment, temporary removal? (Very specific circumstance - See Part 4.10) | \$ _____ | |
| | Total Additions | | \$ _____ |
| 3. | <u>Adjustment to Scheduled Costs - Credits (if applicable)</u> | | |
| | a. Salvage (Part 4.9) | \$ _____ | |
| | b. HAGL, if less than 15' (Part 4.2, Schedule 2.6) | \$ _____ | |
| | c. Depreciation, if any (Part 4.11) | \$ _____ | |
| | d. Copy Credit (deduct \$2/sq.ft. if no contract Part 4.7) | \$ _____ | |
| | e. Deduct Take down costs? (Part 1.4) | \$ _____ | |
| | Total Credits | | \$ (_____) |
| 4. | <u>Total Eligible Reimbursement</u> | | |
| | Scheduled Cost | \$ _____ | |
| | Total Additions | \$ _____ | |
| | Total Credits | (_____) | |
| | Reimbursement | | \$ _____ |

Reviewed by:

Owner or Representative Date

DOT Representative Date

3.2 ITEMIZED COST REIMBURSEMENT CONTRACT

Note: Use of this Contract is subject to all terms of this Agreement. complete documentation must be submitted for any costs that exceed the Part 2 Schedule. ATTACH CALCULATIONS FOR ALL ADJUSTMENTS.

| | | | |
|----|--|-----------------------|---------------------|
| 1. | Extenuating Circumstances. List the Extenuating Circumstances that substantially increase or decrease costs and make use of the Part 2 inappropriate. Provide explanation. If not using Part 2 Schedule as a base (i.e. sign is larger than ranges provided), itemize all costs. Apply adjustments as indicated. Provide information on additional attachments, if necessary. | | |
| | | | |
| 2. | Scheduled Cost. Find the total cost from the 2.6 Schedule, if sign is within size range. | | |
| | Sign Size: | Scheduled Cost | \$ |
| 3. | Adjustments to Scheduled Cost - Additions (if applicable) | | |
| | a. Other reimbursable relocation expenses (Part 4.8) | \$ _____ | |
| | b. Structural Variation (Part 4.3) Type _____ | \$ _____ | |
| | c. HAGL, if greater than 15' Part 4.2, Schedule 2.6) | \$ _____ | |
| | d. Platform or apron, if any (Part 4.6) | \$ _____ | |
| | e. Electrical Costs (Part 4.4, Schedule 2.6) | \$ _____ | |
| | f. Utility Costs (Part 4.5 - must submit documentation) | \$ _____ | |
| | g. Estimated ad. revenue adjustment, temporary removal? (Very specific circumstance - Part 4.10) | \$ _____ | |
| | h. Betterment compensable (Part 4.13) ** | \$ _____ | |
| | Total Additions | | \$ _____ |
| 4. | Adjustment to Scheduled Costs - Credits | | |
| | a. Salvage (Part 4.9) | \$ _____ | |
| | b. HAGL, if less than 15' (See 4.2, Schedule 2.6) | \$ _____ | |
| | c. Depreciation, if any (Part 4.11) | \$ _____ | |
| | d. Copy Credit (deduct \$2/sq.ft. if no contract Part 4.7) | \$ _____ | |
| | e. Deduct Take down Costs? (Part 1.4) | \$ _____ | |
| | f. Betterment not compensable (Part 4.13) ** | \$ _____ | |
| | Total Credits | | \$ (_____) |
| 5. | Total Eligible Reimbursement | | |
| | Extenuating Circumstances | \$ _____ | |
| | Scheduled Costs | \$ _____ | |
| | Total Additions | \$ _____ | |
| | Total Credits | (_____) | |
| | Reimbursement | | \$ _____ |

Reviewed by:

Owner or Representative Date

** Attach explanation
and calculations

DOT Representative Date

OUTDOOR ADVERTISING SURVEY SHEET

State of Wisconsin/Department of Transportation

| | | | |
|--------------|-------------------|---|---|
| Project I.D. | Termini | Highway | County |
| Parcel No. | Inv. No. and Year | Age of Sign ____ yrs. (known) (est.) | Permitted ___ Yes ___ No Conforming ___ Yes ___ No |
| Sign Owner | | Address | Advertiser |
| Owner Rep. | | Telephone | Inspection Date(s) |
| DOT Rep. | | Address | Telephone |
| Site Owner | | Address | Telephone |

| FACE "A" DESCRIPTION (TYPE) OF SIGN | FACE "A" CONFIGURATION | FACE "B" DESCRIPTION (TYPE) OF SIGN | FACE "B" CONFIGURATION |
|--|--|--|---------------------------------------|
| <input type="checkbox"/> Poster Panel | <input type="checkbox"/> Single Face | <input type="checkbox"/> Poster Panel | <input type="checkbox"/> Single Face |
| <input type="checkbox"/> Junior Poster Panel | <input type="checkbox"/> Double Face | <input type="checkbox"/> Junior Poster Panel | <input type="checkbox"/> Double Face |
| <input type="checkbox"/> Painted Bulletin | <input type="checkbox"/> Back to Back | <input type="checkbox"/> Painted Bulletin | <input type="checkbox"/> Back to Back |
| <input type="checkbox"/> Professional | <input type="checkbox"/> Wall Mount | <input type="checkbox"/> Professional | <input type="checkbox"/> Wall Mount |
| <input type="checkbox"/> Mass Produced | <input type="checkbox"/> Roof Mount | <input type="checkbox"/> Mass Produced | <input type="checkbox"/> Roof Mount |
| <input type="checkbox"/> Non-Professional | <input type="checkbox"/> Side by Side | <input type="checkbox"/> Non-Professional | <input type="checkbox"/> Side by Side |
| <input type="checkbox"/> Signs Painted on Structures | <input type="checkbox"/> V-Type | <input type="checkbox"/> Signs Painted on Structures | <input type="checkbox"/> V-Type |
| <input type="checkbox"/> Other (Explain) | <input type="checkbox"/> Double Deck | <input type="checkbox"/> Other (Explain) | <input type="checkbox"/> Double Deck |
| | <input type="checkbox"/> Other (Explain) | | <input type="checkbox"/> Other |

| DIMENSIONS: FACE "A" | DIMENSIONS: FACE "B" |
|---|---|
| Overall Size: Height ____ Width ____ | Overall Size: Height ____ Width ____ |
| Sign Face: Height ____ Width ____ | Sign Face: Height ____ Width ____ |
| Total Area of Sign Face ____ Sq. Ft. | Total Area of Sign Face ____ Sq. Ft. |
| Height Above Ground Level (HAGL) ____ (measured to bottom of sign) | Height Above Ground Level (HAGL) ____ (measured to bottom of sign) |
| Height Above Road Grade (HARG) ____ (measured to bottom of sign) | Height Above Road Grade (HARG) ____ (measured to bottom of sign) |

| COMPONENTS UPRIGHTS | MOULDING | FACE | STRINGERS |
|---|---|--|--------------------------------|
| <input type="checkbox"/> Steel | <input type="checkbox"/> Metal | <input type="checkbox"/> Plywood | <input type="checkbox"/> Wood |
| <input type="checkbox"/> A-Frame | <input type="checkbox"/> Fiberglass | <input type="checkbox"/> Duraply | <input type="checkbox"/> Metal |
| <input type="checkbox"/> I or H Beam | <input type="checkbox"/> Wood | <input type="checkbox"/> Steel | |
| <input type="checkbox"/> Fence Post | <input type="checkbox"/> None (Explain) | <input type="checkbox"/> Other (Explain) | |
| <input type="checkbox"/> Pipe | ____ Lineal Feet | <input type="checkbox"/> None (Explain) | |
| <input type="checkbox"/> Other (Explain) | | | |
| APRON | PLATFORM | POSTING RAIL | |
| <input type="checkbox"/> Wood | <input type="checkbox"/> Wood | <input type="checkbox"/> Wood | |
| <input type="checkbox"/> A-Frame | <input type="checkbox"/> Metal | <input type="checkbox"/> Steel | |
| <input type="checkbox"/> Dimensional | <input type="checkbox"/> None | <input type="checkbox"/> None | |
| <input type="checkbox"/> Round Posts | ____ L.F. | ____ L.F. | ____ L.F. |
| <input type="checkbox"/> Posts w/back Bracing | | | |
| <input type="checkbox"/> Other (Explain) | | | |

List any salvageable items _____

Estimated salvage value \$ _____

ILLUMINATION

Number of Fixtures _____
 Type
 Fluorescent
 Incandescent
 Quartz
 Metal Halide
 Other _____
 None

SPECIAL ADDITIONS TO ART AND DISPLAY

Pictorial _____ Sq. Ft.
 Art & Display _____ Sq. Ft.
 Cutouts _____ Sq. Ft.
 Embellishments _____ Sq. Ft.
 Reflectorization _____ Sq. Ft.
 Other (Explain) _____
 None

List any salvageable items _____

Estimated salvage value \$ _____

SIGN CONSTRUCTION QUALITY

| STRUCTURE | | PANELS | |
|-----------|--------------------------|--------------------------|--|
| Excellent | <input type="checkbox"/> | <input type="checkbox"/> | |
| Very Good | <input type="checkbox"/> | <input type="checkbox"/> | |
| Good | <input type="checkbox"/> | <input type="checkbox"/> | |
| Fair | <input type="checkbox"/> | <input type="checkbox"/> | |
| Poor | <input type="checkbox"/> | <input type="checkbox"/> | |
| Very Poor | <input type="checkbox"/> | <input type="checkbox"/> | |

OBSERVED PHYSICAL CONDITION (Percentage of Physical Life Remaining)

| STRUCTURE | | PANELS | |
|------------|--------------------------|--------------------------|--|
| 100% (New) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 81-99% | <input type="checkbox"/> | <input type="checkbox"/> | |
| 61-80% | <input type="checkbox"/> | <input type="checkbox"/> | |
| 41-60% | <input type="checkbox"/> | <input type="checkbox"/> | |
| 21-40% | <input type="checkbox"/> | <input type="checkbox"/> | |
| 0-20% | <input type="checkbox"/> | <input type="checkbox"/> | |

Brief description of observations: _____

SIGN SITE ANALYSIS

SITE ZONING

Agriculture
 Recreational
 Commercial or Business
 Industrial
 Residential
 Unzoned

LAND LEASE OR RENTAL DATE

Written
 Recorded
 Unrecorded
 None
 No. of Years _____
 Years Remaining _____
 No. of Sign(s) _____
 No. of Face(s) _____
 Beginning _____ at \$ _____ per
 Ending _____ at \$ _____ per
 Renewal _____ at \$ _____ per
 Other (Explain) _____

ADJACENT LAND ZONING

Agriculture
 Recreational
 Commercial or Business
 Residential
 Industrial
 Unzoned

VISIBILITY TO TARGETED TRAFFIC

Excellent
 Good
 Fair
 Poor
 _____ Dir _____ Distance
 _____ Dir _____ Distance

COPY STATUS

Sold
 Unsold
 Face blank

Addendum Material

NOTES: _____

1. Photographs. Attach on a separate sheet of paper (properly labeled with applicable identification data) a photograph showing the sign as is at time of evaluation. There shall be one photograph of each sign face (frontal shot just filling view finder) and one photograph showing the structure (rear).
2. Advertising contract. Attach a copy of the applicable contract if available.
3. Land Lease. Attach a copy of the applicable lease if available.
4. Attach copy of original inventory if available.
5. Copies of all data, including this form, to sign owner/DOT.

RELOCATION CLAIM - APPLICATION AND RELEASE

RE-4014 388 (Replaces REL11) s. 32.18, 32.19 & 32.20 Wis. Stats.

Wisconsin Department of Transportation

District Use ONLY
Claim Received and Filed

| | |
|---------------------------------|-------|
| Claim Of: (Print Name) | Date |
| Address of Replacement Property | Place |
| Mailing Address of Claimant | By |

Listed below are itemized damages claimed as the result of the acquisition of private property for public use, exclusion of all compensation previously agreed to, for the negotiated purchase or the Award of Damages as determined by the State of Wisconsin, Department of Transportation. All damages payable under ANY OF THE INDIVIDUAL ITEMS enumerated in Sections 32.19 and 32.195 Wisconsin Statutes, should be claimed at one time after such claimed damage items shall be fully materialized, as provided in Section 32.20 Wisconsin Statutes.

- | | | | |
|---------------------------------|-----------------------------------|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Business | <input type="checkbox"/> Residence | <input type="checkbox"/> Purchase |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Farm | <input type="checkbox"/> Rental | |

| Items | Description of Items Claimed (Attach receipts & documentation) | Amount Claimed | Central Office Use Amount Allowed |
|--------------|---|----------------|--------------------------------------|
| 1. | Moving Expenses: Actual - New Site s.32.19(3)(a) | \$ | \$ |
| 2. | Moving Expenses: Re-establishment s.32.19(3)(a) | \$ | \$ |
| 3. | Moving Expenses: Optional Fixed s.32.19(3)(b)1 Number of Rooms _____ | \$ | \$ |
| 4. | In Lieu of Actual Moving Expenses s.32.19(3)(b)2 | \$ | \$ |
| 5. | Replacement Housing: Owner-Occupant s.32.19(4)(a) | \$ | \$ |
| 6. | Increased Interest: Owner s.32.19(4)(a)2 - (4m)(a)2 | \$ | \$ |
| 7. | Closing Costs & Related Expenses s.32.19(4)(a)3 - (4m)(a)3 - (4m)(b)2a | \$ | \$ |
| 8. | Replacement Housing: Tenants & certain others - Rental s.32.19(4)(b)1 | \$ | \$ |
| 9. | Replacement Housing: Tenants & certain others - Purchase s.32.19(4)(b)2 | \$ | \$ |
| 10. | Replacement Business - Farm - Owner s.32.19(4m)(a) | \$ | \$ |
| 11. | Replacement Business - Farm - Tenant s.32.19(4m)(b) | \$ | \$ |
| 12. | Incidental Expenses - Acquisition s.32.195(1) | \$ | \$ |
| 13. | Penalty Costs on Old Mortgage s.32.195(2) | \$ | \$ |
| 14. | Prorata Share of Taxes s.32.195(3) | \$ | \$ |
| 15. | Realignment of Personal Property - Same Site s.32.195(4) | \$ | \$ |
| 16. | Expense of Plans Rendered Unusable s.32.195(5) | \$ | \$ |
| 17. | Net Rental Loss s.32.195(6) | \$ | \$ |
| 18. | Cost of Fencing s.32.195(7) | \$ | \$ |
| TOTAL | | \$ | \$ |

Information Below for State Use Only - Claimant Complete Reverse Side

| | | |
|----------------------------------|--|--------|
| (Items Recommended for Approval) | (District Real Estate Agent) | (Date) |
| (Items Recommended for Approval) | (District Director or Real Estate Chief) | (Date) |
| (Items Recommended for Approval) | (Division Real Estate Section) | (Date) |

The items in the above claim are (not) allowed in the total sum of \$ _____ this date: _____

(Administrator, Division of Highways and Transportation Services)

| | | | |
|------------|---------|--------|--------|
| Project ID | Highway | County | Parcel |
|------------|---------|--------|--------|

CLAIMANT CERTIFICATION

- 1. The undersigned certifies that the foregoing statement is true and correct and that the damages described herein exist and costs have been suffered by me (us) in the amount shown after each item.
2. I (We) agree to accept the amounts as payment in full for the items claimed, and release the Department of Transportation and any public body, board or commission acting in its behalf, from any and all claims for damages arising through this project, for the listed items for which an amount is claimed.
3. In claiming payment for an amount under Item 5 [s.32.19(4)(a)], I (We) certify that: I (We) was (were) in occupancy at least 180 days prior to the date of initiation of negotiations for the acquisition of the property.
4. In claiming payment for an amount under Item 8 or 9 [s.32.19(4)(b)], I (We) certify that: I (We) was (were) in lawful occupancy for not less than 90 days prior to the initiation of negotiations for the acquisition of the property.
5. I (We) certify that: to the best of my (our) knowledge the replacement dwelling I (We) have purchased and occupy, meets the decent, safe and sanitary standards prescribed by state and federal regulations for such property.
6. In claiming payment for an amount under Item 10 or 11 [s.32.19(4m)], I (We) certify that: I (We) owned and occupied the business operation or owned the farm operation for not less than 1 (one) year prior to the initiation of negotiations for the acquisition of the property.

(Signature of Claimant)

(Signature of Claimant)

Subscribed and sworn to before me this date:

Notary Seal

Notary Public, State of Wisconsin

My commission expires:

ACCEPTANCE AND RELEASE

(To Be Used if a Change is Made in a Claim Item as Originally Filed)

For and in consideration of the payment of \$ for Item , the undersigned applicant releases the State of Wisconsin, and any public body, board or commission acting in its behalf, from any and all claims for that item and all other damages itemized herein and payable under the provisions of sections 32.19, 32.195, 32.20 Wisconsin Statutes.

(Signature of Applicant)

(Date)

CLAIM FORM COMPLETION INSTRUCTIONS

- 1. Print or type the required information.
2. IMPORTANT: Attach all receipted bills, paid statements, and other factual data supporting your claim for review. In support of a "Net Rental Loss" claim, submit a record of all rentals for the property in question showing that the losses claimed are directly attributable to the public improvement and that the losses exceed the normal rental or vacancy experience for similar properties in the area.
3. This claim form must be signed by the claimant and such signature must be notarized prior to the time the application form is submitted to the state.
4. If claim is mailed, send it to the District Office identified below. Mail this claim form AND ALL RECEIPTED BILLS AND FACTUAL DATA, TO: