



AGENDA
PUBLIC WORKS COMMITTEE
REGULAR MEETING
THURSDAY, MAY 20, 2021 – 8:00 AM
ADMINISTRATION CENTER - AUDITORIUM
121 W MAIN STREET, PORT WASHINGTON, WI 53074

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[Public Works Committee Live Stream](#)

The public can submit comments here: [Public Comment Form](#)

[PUBLIC COMMENT POLICY & INSTRUCTIONS FOR SUBMITTING PUBLIC COMMENTS ONLINE](#)

1. CALL TO ORDER

Roll Call

2. PROPER NOTICE

3. PUBLIC COMMENTS/CORRESPONDENCE/COMMUNICATIONS

4. APPROVAL OF MINUTES

a. April 22, 2021

5. FACILITIES MANAGEMENT

a. Management/Financial/Informational Reports

1. Facilities Financials

6. HIGHWAYS

a. Action Items:

1. City of Mequon Adopt-a-Median Program
2. City of Mequon I-43/Highland Interchange Intergovernmental Agreement

b. Discussion Items:

1. Highway Department Facility Study Update

7. DISCUSSION ITEMS:

- a. Ozaukee County Strategic Plan 2020-24
- b. Performance Management Metrics

8. TRANSIT SERVICES

a. Discussion Items:

1. Summerfest 2021 Shuttle Service
2. Partnership with MCTS for service to Brown Deer Park & Ride and Concordia University via Port Washington Road
3. Shared Ride Taxi Routing Software

b. Management/Financial/Informational Reports

1. Transit Financial Report

9. HIGHWAYS (CONT.)

a. Action Items:

1. CTH Y Road Closure for Newburg Fireman's Parade
2. Road Sweeper Purchase

b. Discussion Items:

1. Highway Accounting and Budgeting

c. Management/Financial/Informational Reports

1. Highway Financials
2. May 2021 Status Update on Public Works Department Items
 - a. CTH NN & CTH Y (Granville Road) Intersection
 - b. Town of Fredonia ATV/UTV Approval

10. NEXT MEETING DATE

Thursday, June 17, 2021

11. ADJOURNMENT

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 20, 2021
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Julie Winkelhorst

Agenda Summary April 22, 2021

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/ 04222021-2891>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/04222021-2891)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: May 20, 2021
DEPARTMENT: Facilities Management
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary Facilities Financials

ATTACHMENTS:

- Facilities Financials - May 2021 (PDF)

Ozaukee County Committee Report
General Fund Facilities Management
 For the Four Months Ending Friday, April 30, 2021
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Interdepartmental Charges	\$4,696	\$18,785	\$57,854	\$39,069	32.47%
Other Revenue	\$175	\$350	-	(\$350)	0.00%
Total Revenues	\$4,871	\$19,135	\$57,854	\$38,719	33.07%
Expenditures					
Salaries	\$60,312	\$271,648	\$580,411	\$308,763	46.80%
Fringe Benefits	\$17,818	\$71,326	\$207,499	\$136,173	34.37%
Travel/Training	-	-	\$100	\$100	0.00%
Supplies	\$9,750	\$26,935	\$95,795	\$68,860	28.12%
Purchased Services	\$26,558	\$114,041	\$415,724	\$301,683	27.43%
Interdepartment Charges	\$1,637	\$15,898	\$42,164	\$26,266	37.71%
					1018.15%
Other Expenses	\$2,696	\$29,730	\$2,920	(\$26,810)	%
Total Operating Expenditures	\$118,771	\$529,578	\$1,344,613	\$815,035	39.39%
Capital Outlay					
Total Expenditures	\$118,771	\$529,578	\$1,344,613	\$815,035	39.39%
Net Increase (Decrease)	(\$113,900)	(\$510,443)	(\$1,286,759)	(\$776,316)	39.67%

Equity:

Attachment: Facilities Financials - May 2021 (6997 : Facilities Financials - May 2021)

Ozaukee County Committee Report
Special Revenue Fund Fair Grounds
 For the Four Months Ending Friday, April 30, 2021
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$5,265	\$21,061	\$63,184	\$42,123	33.33%
Public Charges for Services	\$1,950	\$2,345	\$206,150	\$203,805	1.14%
Other Revenue	-	-	\$3,000	\$3,000	0.00%
Total Revenues	\$7,215	\$23,406	\$272,334	\$248,928	8.59%
Expenditures					
Salaries	\$2,634	\$5,509	\$33,425	\$27,916	16.48%
Fringe Benefits	\$220	\$543	\$3,585	\$3,042	15.15%
Travel/Training	-	\$186	\$500	\$314	37.20%
Supplies	\$1,154	\$2,392	\$24,375	\$21,983	9.81%
Purchased Services	\$29,722	\$76,278	\$214,300	\$138,022	35.59%
Interdepartment Charges	\$273	\$1,222	\$7,900	\$6,678	15.47%
Other Expenses	-	-	\$6,250	\$6,250	0.00%
Total Operating Expenditures	\$34,003	\$86,130	\$290,335	\$204,205	29.67%
Capital Outlay					
Total Expenditures	\$34,003	\$86,130	\$290,335	\$204,205	29.67%
Other Finance (Sources)	-	-	(\$18,000)	(\$18,000)	0.00%
Net Other Financing Sources/Uses	-	-	(\$18,000)	(\$18,000)	0.00%
					6272400
Net Increase (Decrease)	(\$26,788)	(\$62,724)	(\$1)	\$62,723	.00%
<i>Equity:</i>					
Governmental Fund Balance	-	(\$189,537)	-	\$189,537	0.00%

Attachment: Facilities Financials - May 2021 (6997 : Facilities Financials - May 2021)

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 20, 2021
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary City of Mequon Adopt-a-Median Program

BACKGROUND INFORMATION: In the spring of 2019, the City of Mequon Public Welfare Committee approved a tentative plan to start an Adopt-a-Median program within the City. Similar to an Adopt-a-Highway program, where participants agree to pick litter on a given section of highway at intervals throughout the year, an Adopt-a-Median program would allow individuals to plant and maintain flowers, bushes, etc... in highway medians. As the City of Mequon's highest profile medians are within CTH W (Port Washington Road), the City of Mequon requested permission to include those medians in their program.

At the Ozaukee County Public Works Committee (PWC) meeting on March 18th, 2021, the PWC denied allowing private residents to maintain the vegetated center median islands on Ozaukee County highways, but directed staff to work towards a proposal acceptable to the City and County.

Following discussions between Ozaukee County's Public Works Director Edgren & Corporation Counsel Gorden with the City of Mequon's Public Works Director Kristen Lundeen & Counsel Brian Sajdak, the City of Mequon submitted a revised Memorandum of Understanding (MOU) and Adopt-a-Median program (attached).

ANALYSIS: In general, the MOU and program as submitted meet the goals of Ozaukee County staff and, in our belief, the general expectations for the PWC.

However, there are still some concerns over "liability" as Corporation Counsel Gorden doesn't believe that the County can assign our maintenance responsibility over to another municipality. Therefore, any potential accident or injury occurring in the County Highway may still involve the County.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Following discussion, approve the City of Mequon MOU & Adopt-a-Median program, or direct staff as described during the debate.

ATTACHMENTS:

- C-Mequon - Adopt-a-Median MOU & Program (PDF)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MEQUON AND OZAUKEE COUNTY FOR THE
ADMINISTRATION OF AN ADOPT-A-MEDIAN PROGRAM
ON PORT WASHINGTON ROAD**

This Agreement is made and entered into this ____ day of _____, 20__, by and between the City of Mequon, a Wisconsin municipal corporation (the “City”) and Ozaukee County, a municipal corporation (“the County”); individually the “Party” and together the “Parties”.

RECITALS

1. The County is responsible for maintenance of the road infrastructure, drainage facilities and medians within Port Washington Road.
2. Both Parties have a vested interest in the infrastructure investment and proper maintenance thereof.
3. The City desires a higher level of service on the medians than that provided by the County, and has proposed to do so through an Adopt-A-Median program wherein members of the community can participate in maintaining a median pursuant to the terms of the program.
4. Section 66.0301 of the Wisconsin Statutes authorizes the City and County to enter into an agreement for the purpose of furthering the cooperation contemplated herein.

THEREFORE, in consideration of these Recitals, the mutual agreements, benefits and responsibilities outlined herein, and other good and valuable consideration, receipt or sufficiency of which is hereby acknowledged, the parties agree:

1. The City will administer the Adopt-A-Median program as outlined in the attached document.
2. Adoption will be for specific medians, as identified in the attached Median Maps.
3. The City shall notify the County when an available median is adopted through the Adopt-A-Median program.
4. The County will continue to maintain all medians on Port Washington Road not adopted through the Adopt-A-Median program.
5. This document, together with any and all instruments or exhibits, attached or referenced (collectively the “Agreement”) sets forth the complete understandings of the parties relating to these matters and supersede any and all prior or contemporaneous agreements, understandings and representations relating to the subject matter of this Agreement.
6. Each part indemnifies and holds harmless the others against any and all liabilities and damages related to the provisions in this Agreement and against all claims, suits and actions arising therefrom and against all costs of defending the same, including actual attorney’s fees, which liabilities shall arise from the acts or omissions of its officers, employees, servants and agents. To the fullest extent permitted by law, the indemnifying party’s total liability to the indemnified party and anyone claiming by, through, or under the indemnified party for any injuries, losses, damages and expenses caused in part by the negligence of the indemnifying party and in part by the negligence of the indemnified party or any other negligent entity or individual, shall not exceed the percentage share that the indemnifying party’s negligence bears to the total negligence of both parties and all other

negligent entities and individuals. Further, nothing contained within this Agreement is intended to be a waiver or estoppel of the parties, or their insurer, to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the indemnifying party or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

7. This Agreement shall only be modified in writing signed by the part of an officer of such part against whom enforcement of the modification is sought; and no oral statements, representations or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party, regardless of any reliance thereon by the other.
8. Cancellation of this Agreement can be terminated by either Party for any reason whatsoever with a minimum of 30 days notice.

CITY OF MEQUON

John Wirth, Mayor

Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney

COUNTY OF OZAUKEE

Lee Schlenvogt, County Board Chairman

Julianne B. Winkelhorst, County Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Approved as to Form:

Rhonda Gorden
Ozaukee County Corporation Counsel

Attachment: C-Mequon - Adopt-a-Median MOU & Program (7002 : Mequon Adopt-a-Median)



CITY OF MEQUON ADOPT-A-MEDIAN PROGRAM

Most medians in Mequon are maintained by the City and/or Ozaukee County. The City is trying a pilot Adopt-A-Median program on Port Washington Road. These grassy strips of land in the center of the street are a great advertising opportunity! In Mequon there are over a dozen medians on Port Washington Road waiting to be adopted by neighborhood associations, garden clubs, businesses, churches, organizations or individuals who would sponsor a landscaping contractor to enhance and maintain the medians. In other communities, adopters often do more than just mow the medians, they beautify them with plants and trees, and in turn they are allowed to put a sign on the median with their name prominently displayed. These adopted medians become powerful symbols of the pride that people take in their community. Just imagine driving down Port Washington Road all lined with trees, plants and colorful flowers rather than weedy grass and concrete! What a beautiful sight!

Why adopt a median?

Medians are important not only in keeping our streets looking aesthetically pleasing, but also in helping improve the air and water quality of the local environment. Increasing the number of trees, shrubs, and green space in our city helps absorb carbon dioxide and pollutants from the air, provides shade, reduces heat and glare, helps reduce erosion and storm water runoff and provides economic value to neighborhoods. Visitors and residents alike will appreciate your efforts. Did you know that studies indicate that well maintained landscapes in public places give citizens a feeling of safety and security? Plus, you are helping to reduce city spending by volunteering your labor.

So how does one get involved?

1. Locate a median that has not already been adopted (See the Median Maps).
2. Contact DPW about joining the adopt-a-median program.
3. Determine your maintenance, mowing and/or landscape plan.
4. Engage a landscaping contractor to complete the work.
5. Select a name for your sign and submit the design.
6. Complete and sign an annual agreement to maintain the median.
7. Submit, Mail or fax your agreement for the approval process

Click [here](#) to download the official application for the Adopt-a-Median Program.

Please send all documents to Mgies@ci.mequon.wi.us or to the following mailing address:

City of Mequon - Department of Public Works
 Attention: Mike Gies
 11333 N. Cedarburg Road
 Mequon, WI 53092

Fax Number: (262) 238-1580



ADOPT-A-MEDIAN PARTNERSHIP AGREEMENT

This agreement, between the _____ City of Mequon Department of Public Works ("City") _____, and (Name of individual, company, or organization responsible for median(s) to be adopted)("Adopter") _____ is to provide a means of beautifying and maintaining the following median(s):

Street Name: _____

Median Number (See Median Maps): _____

The cost of all labor and materials associated with the beautification and maintenance of the median(s) are the sole responsibility of the adopter. Adopters are responsible for hiring a professional landscaping company to maintain their adopted median.

Adopter Contact (Printed): _____

Adopter Contact (Signature): _____

Address and Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____ Date: _____

Landscape Contractor: _____

Contractor Contact: _____

Address and Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____ Date: _____

City Adopt-a-Median Program Manager Approval Signature

_____ Date: _____



General Requirements:

1. All work within the public right-of-way must be completed by a landscaping contractor.
2. If Adopter wishes to beautify the median in addition to keeping it mowed and free of litter, Adopter shall submit a landscape plan.
3. All plant material shall be native, hearty, salt tolerant, and drought tolerant. This plan will be reviewed by the City.
4. Adopter's plan must be approved before Adopter begins any improvements. Any future modifications to the landscape plan shall be approved in writing by the City prior to implementation.
5. Hardscape material shall be limited to natural stone and shall not exceed 18" in total hardscape height. Each stone shall not be larger than 18" X 18".
6. Trees shall be a minimum of 2" diameter, potted shrub material shall be a minimum 7 gallon container or 36" B&B nursery stock, and perennials/grasses shall be a minimum of 1 gallon container.
7. Annuals may be considered, but will need daily watering after initial planting.
8. Trees shall be planted no closer than 30' on center, shrubs no closer than 36" on center, and perennials/grasses no closer than 12" on center.
9. Plantings will only be allowed in areas pre-determined by the City. All planting beds shall be no closer than 72" from the back of curb.
10. Pruning and/or removal of trees shall be performed by a certified arborist or trained professional to assure future health of the tree.
11. No ornamental ground cover shall be placed within the dripline of established trees.
12. Planting material within dripline shall be of a native variety compatible with tree species and shall be approved in the Mequon Tree Preservation Policy Guidelines.
13. Signs identifying the Adopter used on the median shall be approved by the City of Mequon Department of Community Development and shall not inhibit traffic or block the clear vision on the motoring public. No other signage or communication shall be allowed within the median.
14. Adopter and/or its contractor shall maintain insurance in accordance with the attached Exhibit A.

Adopter Responsibilities:

1. Secure all permits related to planting and working through the City of Mequon.
2. Ensure that the landscaping contractor performing the Adopt-A-Median work has an understanding of the permit requirements.
3. Keep shrubs pruned and neatly trimmed. Make sure plant/flower beds are regularly mulched (natural shredded hardwood mulch), weeded and watered. Any fertilizer necessary to assure survival of the flora needs to be approved by the City prior to use.
4. Cut the grass on a regular basis, keeping the grass in the median(s) at or under a height of four (4) inches. If Adopter allows the grass height to exceed five (5) inches, Adopter may be given a one-



time grace period during which the median will be cut by the City. This one-time grace period is dependent upon the reason for the delay in cutting and must be approved by the Adopter-a-Median Program Manager. All future cuttings will be the responsibility of the Adopter. If the median is not maintained as agreed, this Agreement will be terminated by the City. Please note that termination is the last resort. Our goal is to maintain as many Adopters as possible throughout the City of Mequon.

5. Inspect the adopted median(s) on a weekly basis (during the winter on a monthly basis) and remove weeds, debris, broken glass, and litter. This includes both the grassy and concrete areas of the adopted median(s).
6. Repair or remove and replace, at the Adopter's expense, any damaged or destroyed median plantings. In addition, repair, at Adopter's expense, damage done to the grassy median surface by adding soil to and replanting grass in the damaged area(s) to return median to its pre-damaged condition.
7. Note that all items, including signs and flora, may be subject to City ordinances and regulations. Unauthorized removal of flora in violation of any applicable ordinances, and/or regulations may subject Adopter to penalties.
8. Provide one contact person, who shall be responsible for coordinating all contracts and work.
9. Contractors shall abide by all safety guidelines and use due care at all times.
10. No political signs or religious symbols of any kind are allowed on medians. No non-organic decorations such as flags, garden decorations or art/sculpture are allowed on medians without City approval.

Guidelines for Plant Selection:

1. Plants shall be tolerant of dry soil conditions.
2. Plants shall be tolerant of both soil salt and aerial salt.
3. Plants shall be tolerant of heavy clay soil.
4. Plants are encouraged to be native varieties if possible.
5. Plants with special characteristics such as: fall color, bark interest, or flowers would be encouraged.
6. Plants shall be of a disease free/resistant variety.
7. Trees or shrubs with heavy nut, fruit, or pod production shall not be used.
8. Evergreens trees and shrubs shall not be permitted, with the exception of low growing evergreen shrubs with the height not exceeding three (3').
9. Ornamental grasses above four (4') in mature height will not be permitted.
10. Perennials shall not exceed a mature height of three (3')
11. Deciduous trees shall be limited to upright or vase shaped forms, for ease of future pruning and consideration of traffic obstruction.
12. No invasive plant types are permitted.
13. Plants shall be zone hardy to zone 4 or below.



Suggested Plant Options:

Deciduous Trees:

- Cornelian Cherry Dogwood
- Crabapple spp.
- Japanese Tree Lilac
- Honey Locust spp.
- Elm spp.
- Ginkgo
- Planetree
- Hackberry
- Kentucky Coffee tree (male selection)(seedless)

Shrubs:

- Ninebark spp.
- 'Miss Kim' Lilac
- Arrowwood Viburnum
- Chokeberry spp.
- Spirea spp.
- American Filbert
- 'Low grow' Sumac

Perennials and Ornamental Grasses:

- Catmint
- Daylilly
- Aster
- Sedum
- Liatris
- Prairie Dropseed
- Maiden Grass
- Switch Grass
- Little Bluestem



ADOPT-A-MEDIAN SAFETY GUIDELINES

1. All work within the right-of-way must be performed by landscaping contractors approved through the Adopt-A-Median permit process.
2. Contractors shall work only during daylight hours and in weather with good visibility.
3. Work shall be scheduled during light traffic times.
4. Contractors shall wear reflective or light colored clothing for increased visibility (orange safety vests are required).
5. One person shall be designated as crew leader and shall instruct all workers on proper safety procedures.
6. Access to a first aid kit must be readily available.
7. All contractors and equipment shall be in or on the median. No lanes of traffic are to be blocked or diverted. Contractors shall avoid standing or walking in traffic lanes.
8. All contractors shall be alert and use common sense at all times, including but not limited to:
 - Avoid the use of headsets or ear buds
 - Avoid overexertion and have plenty of water available on hot days
 - Sunscreen is recommended for sunny days
 - Make sure you have the proper tools you need
 - Face oncoming traffic as much as possible
 - Do not back tools, arms, legs, or yourself into traffic
 - Use caution, as many trucks have large mirrors that might hang over the median
 - Use of controlled substances, including alcoholic beverages, is strictly forbidden



TERMINATION/TERMS OF AGREEMENT:

The median(s) shall remain the property of the City and/or County and/or State. If the City determines that the Adopter is not meeting the terms of this agreement, the Adopt-a-Median Program Manager may send a notice of termination to the Adopter and remove all signage. The City reserves the right to change or cancel the location of the Adopter's median(s) for safety or any other reason.

Adopter has the right to terminate this Agreement by giving 30 days' notice in writing to the Adopt-a-Median Program Manager.

This agreement shall be in effect when signed by the Adopter and approved by the City's Adopt-a-Median Program Manager. Agreements signed prior to October 1 shall remain in effect until December 31 of the year signed, unless terminated earlier as provided for in this Agreement.

Agreements signed after October 1 shall remain in effect until December 31 of the following year, unless terminated earlier as provided for in this Agreement. City will mail renewal agreements requesting signatures for re-adoption in October of the year in which the Agreement expires. Re-adoption is not guaranteed. If a renewal Agreement is not signed by the Adopter and received by the City by January 31, the adoption sign will be removed from the median.

Adopter shall not perform any work in a median upon expiration or termination of this Agreement.



ADOPT-A-MEDIAN RELEASE OF LIABILITY (Adopter/Contractor)

Contractor agrees that all work performed in or on any median is done on a voluntary basis and at Contractor’s own risk. Contractor, its workers, members and agents are not acting as agents or employees of the City of Mequon for any purpose. Contractor, on its own behalf and on behalf of its workers, members and agents, releases and agrees to hold harmless the City of Mequon and Ozaukee County, including all of their respective officials, employees and agents, from all liability, claims and damages arising out of accident or injury arising out of participation in the Adopt-a-Median Program. Contractor shall be required to sign the release prior to working within the program.

Please fill in the bolded areas below and mail, e-mail or fax the signed agreement, the signed releases and photo(s) to:

City of Mequon
Department of Public Works
Attention: Parks Division
11333 N. Cedarburg Road
Mequon, WI 53092
FAX: (262-238-1580), Email: mgies@ci.mequon.wi.us

Organization Adopting Median: _____

Adopter Contact (Printed): _____

Adopter Contact (Signature): _____

Landscape Contractor (Printed): _____

Landscape Contractor (Signature): _____

Address and Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____ Date: _____

City Adopt –a-Median Program Manager Approval Signature

_____ Date: _____

Attachment: C-Mequon - Adopt-a-Median MOU & Program (7002 : Mequon Adopt-a-Median)



ADOPT-A-MEDIAN RELEASE OF LIABILITY (Worker)

THE UNDERSIGNED PARTICIPANT IN THE CITY OF MEQUON ADOPT-A-MEDIAN PROGRAM ACKNOWLEDGES THAT THIS PROGRAM WILL INVOLVE WORKING WITHIN THE MEDIANS OF CITY OF MEQUON ROADWAYS, WILL SUBJECT THE PARTICIPANTS TO RISK, AND HEREBY RELEASES AND AGREES TO HOLD HARMLESS THE CITY OF MEQUON AND OZAUKEE COUNTY, INCLUDING ALL OF THEIR RESPECTIVE OFFICIALS, EMPLOYEES AND AGENTS, FROM ALL LIABILITY, CLAIMS AND DAMAGES ARISING OUT OF ACCIDENT OR INJURY ARISING OUT OF PARTICIPATION IN THE ADOPT-A-MEDIAN PROGRAM.

PARTICIPANT NAME (PRINTED)

PARTICIPANT SIGNATURE

DATE

THANK YOU FOR PARTICIPATING IN THE ADOPT-A-MEDIAN PROGRAM!



EXHIBIT A — INSURANCE REQUIREMENTS

The Adopter shall not use, occupy or complete work in a median until proof of insurance has been provided in writing to the City of Mequon.

All insurance provided shall be primary and non-contributing coverage and that any insurance or self-insurance maintained by the City of Mequon and/or Ozaukee County, and their respective officers, council/board members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to using, occupying or completing any work in an adopted median and remain enforce until the end of the adoption agreement.

1. COMMERCIAL GENERAL LIABILITY FOR LESSEE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 including coverage for Premises and Operations liability, Products and Completed Operations, Contractual Liability (including joint negligence coverage), personal injury coverage, and fire damage limits as follows:

1.	Each Occurrence limit	\$1,000,000
2.	Personal and Advertising Injury limit	\$1,000,000
3.	General aggregate limit (other than Products–Completed Operations) per location	\$2,000,000
4.	Products–Completed Operations aggregate	\$2,000,000
5.	Fire Damage limit — any one fire	\$250,000
6.	Medical Expense limit — any one person	\$5,000

2. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$1,000,000 each occurrence and \$1,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City of Mequon and Ozaukee County.

3. **WORKER’S COMPENSATION** providing coverage equal to the Wisconsin statutory limits.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE

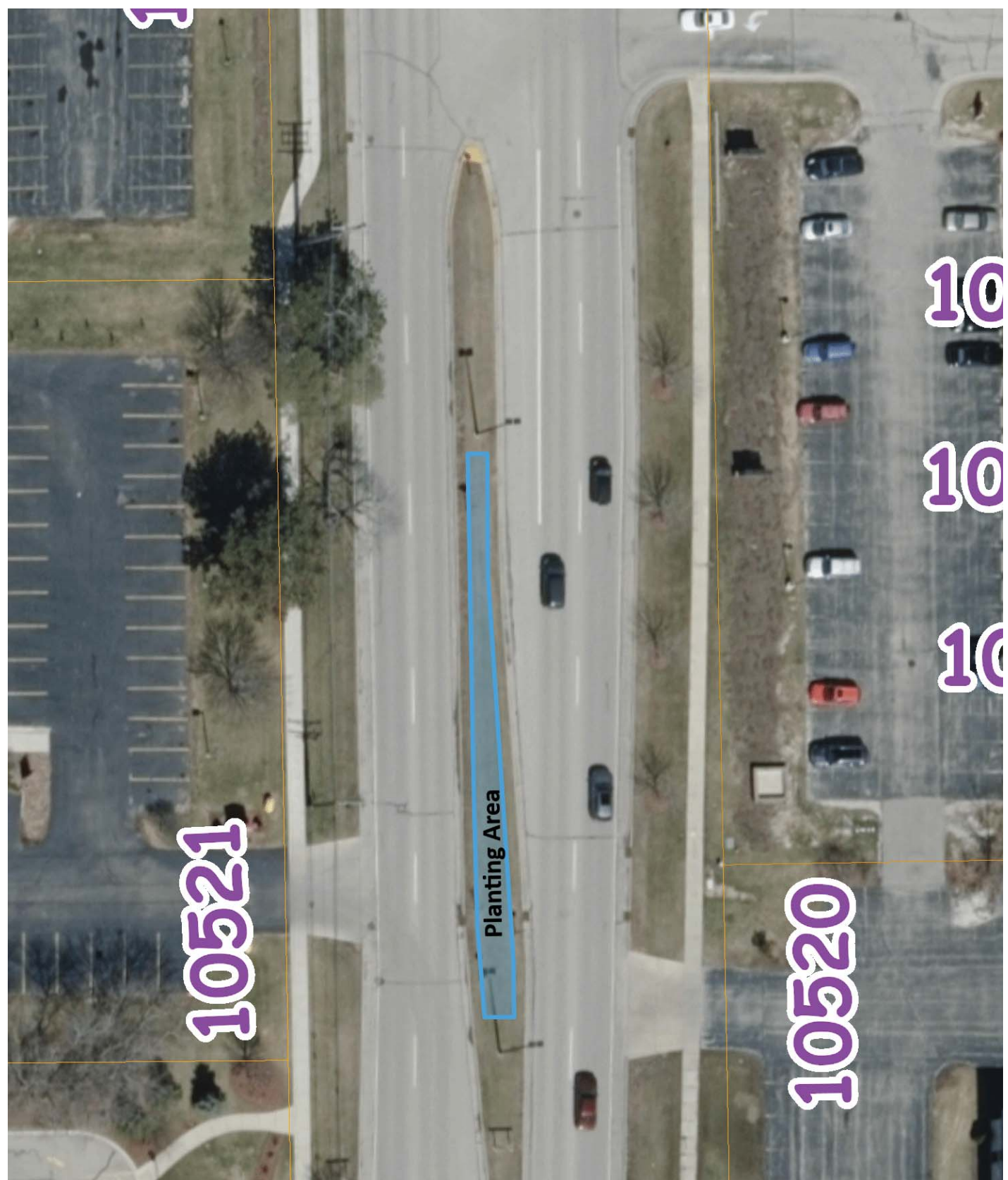
A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Mequon and/or Ozaukee County.



- B. Acceptability of Insurers – Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The City of Mequon and Ozaukee County, and their respective officers, council/board members, agents, employees, and authorized volunteers must be named as additional insureds on all liability policies. The Commercial General Liability, Auto Liability, and Umbrella Policies shall include the above-named parties as additional insured using ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or their equivalents. Coverage must include “joint negligence” coverage. The Commercial General Liability general aggregate limit must apply “per location”. This additional insured requirement does not apply to Worker’s Compensation/Employer liability coverage.
- D. Waivers of Subrogation - All liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Mequon and Ozaukee County, and their respective officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention in the policy must be declared to the City of Mequon and Ozaukee County and satisfied by the insured.
- F. Evidences of Insurance – Prior to using or occupying the leased premises the lessee shall file with the City of Mequon a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's authorized representative evidencing the coverage required by this agreement. All additional insured forms must be attached to the certificate of insurance. The Commercial General Liability “per location” form must also be attached to the certificate of insurance or shown on the certificate of insurance.
- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Lessee under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.



- ii. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, lessee must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to the City of Mequon, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.



Adopt-A-Median

Port Washington Road (South to North) Median #1

DISCLAIMER: Ozaukee County does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1 = 40'



Ozaukee County

121 W Main St
P.O. Box 994
Port Washington WI 53074
262-284-9411

Print Date: 12/5/2018



Adopt-A-Median

Port Washington Road (South to North) Median #2

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SCALE: 1 = 50'



Ozaukee County

121 W Main St
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262-284-9411

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Adopt-A-Median

Port Washington Road (South to North) Median #3

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SCALE: 1 = 50'



Ozaukee County

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262-284-9411

Print Date: 12/5/2018



Adopt-A-Median

Port Washington Road (South to North) Median #4

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SCALE: 1 = 40'



Ozaukee County

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Adopt-A-Median

Port Washington Road (South to North) Median #5

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SCALE: 1 = 40'



Ozaukee County

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Adopt-A-Median

Port Washington Road (South to North) Median #6

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SCALE: 1 = 40'



Ozaukee County

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262-284-9411

Print Date: 12/5/2018



Adopt-A-Median

Port Washington Road (South to North) Median #7

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SCALE: 1 = 40'



Ozaukee County

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262-284-9411

Print Date: 12/5/2018

**Adopt-A-Median**

Port Washington Road (South to North) Median #8

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SCALE: 1 = 40'

**Ozaukee County**

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262-284-9411

Print Date: 12/5/2018



Adopt-A-Median

Port Washington Road (South to North) Median #9

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SCALE: 1 = 50'



Ozaukee County

121 W Main St
P.O. Box 994
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262-284-9411

Print Date: 12/5/2018



Adopt-A-Median

Port Washington Road (South to North) Median #10

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SCALE: 1 = 100'



Ozaukee County

121 W Main St
P.O. Box 994
Port Washington WI 53074
262-284-9411

Print Date: 12/5/2018

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 20, 2021
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary City of Mequon I-43/Highland Interchange Intergovernmental Agreement

BACKGROUND INFORMATION: The Ozaukee County Board, on April 2nd, 2014, approved an intergovernmental agreement (IGA) with the City of Mequon regarding the proposed Highland Interchange (attached). As part of the IGA, references were made regarding the City of Mequon's State-Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT).

Recently, WisDOT updated their SMA with the City of Mequon with revised project numbers and construction costs due to the long delay between the initial agreement and inclusion in the State's budget. However, the revisions don't alter any timeline or costs incurred by the City or County. Attached is the City of Mequon support document detailing the SMA revisions.

ANALYSIS: Given the minor nature of the revisions, the IGA Amendment doesn't cause any concerns.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Motion to approve the Highland Interchange IGA Amendment as submitted.

ATTACHMENTS:

- Oz Cty & C-Mequon - Highland Rd Interchange Agreement - FINAL (PDF)
- C-Mequon - Reso 3826 - WisDOT SMA (PDF)
- C-Mequon & Oz Cty - Highland IGA Amend-1 (PDF)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MEQUON AND THE COUNTY OF OZAUKEE**

THIS AGREEMENT, entered into this 28th day of MAY, 2014, by and between the City of Mequon, a municipal corporation located in Ozaukee County, Wisconsin ("the City", or alternatively, "Mequon") and Ozaukee County, a municipal corporation ("the County").

WITNESSETH:

- I. This Agreement is being entered into based on the following facts:
- A. Section §66.0301, Wis. Stats., authorizes municipalities, including cities and counties, to contract for the joint exercise of any power or duty required or authorized by statute.
 - B. Mequon and the County are governmental units and are parties to this agreement.
 - C. Mequon and the County desire, for the mutual benefit of their citizens, to enter into an agreement concerning issues related to the design and construction of an interchange at Interstate 43 (I-43) and Highland Road, located in Mequon, of which is detailed as follows:
 - a. Part of the State of Wisconsin Department of Transportation's ("WisDOT") overall plan to reconstruct and expand I-43 from Silver Spring Drive in Milwaukee County through Highway 60 in Ozaukee County, includes adding extra lanes, reconstructing existing interchanges, bridges and pavement, and constructing a completely new interchange at Highland Road ("the project");
 - b. The Highland Road interchange, as recommended in the Southeastern Wisconsin Regional Planning Commission's 2035 Regional Transportation Plan, is tentatively designed as a tight-diamond interchange and estimated to cost approximately \$18 million with no more than \$3.45 million covered by local contribution;
 - D. The City and the County together recognize the local and regional benefits of the project as well as the unique value of the Highland Interchange by:
 - a. Reducing traffic congestion on Mequon and Port Washington Roads;
 - b. Eliminating the need for a WisDOT alternative at Mequon and Port Washington Roads that seeks to reconfigure the intersection with two or three turning lanes in all directions and necessitates the acquisition of valuable and scarce real estate in that area;
 - c. Reducing wear and tear on existing roads and reducing the need for additional traffic lanes on Port Washington Road;
 - d. Addressing the "Transportation Element" in the City's and County's 2035 Comprehensive Plans wherein a new interchange at Highland Road is a

recommended improvement.

II. Considerations and Responsibilities

A. Considerations. Upon careful consideration of past cost sharing and collaborative projects between City of Mequon and Ozaukee County, and individual actions taken to-date to advance the idea of a Highland Road interchange, both parties to this agreement have done the following:

1. The City approved design costs and an interim State/Municipal Agreement with WisDOT by Resolution 3205 on February 11, 2014; and
2. The County approved Resolution #13-83 on April 2, 2014 expressing support for a partnership with the City for the interchange and agreeing to a monetary contribution equal to or less than the City of Mequon's contribution, and not exceeding \$2 million payable by 2021-22.

B. City Responsibilities:

1. The City agrees to be the signatory agent to the project's State/Municipal Agreement ("SMA") for a State-let Highway Project, I.D. number: 1229-04-02/2x/7x. By doing so, the city agrees to the terms and conditions of the SMA, herein attached as Exhibit A. As such, the City also agrees to serve as the lead agency, coordinating all matters throughout all phases of the project, with the Wisconsin Department of Transportation including design, engineering and construction.
2. The City agrees to serve as the lead agency in working with the project's area stakeholders, namely Concordia University Wisconsin, Columbia St. Mary's Hospital, Milwaukee Area Technical College, and other stakeholders as may be periodically identified as affected parties to the project, in seeking financial or in-kind contributions, or special assessments, in support of the project.
3. The City agrees that it shall not petition Ozaukee County for a period of no less than 10 years from the construction-completion date of the Highland Road interchange, for the expansion of driving lanes on Port Washington Road, north of Glen Oaks Lane.
4. The City agrees to include the construction of a suitably sized park and ride lot as part of the Highland Road Interchange construction project located in proximity to either the Highland Road or Mequon Road Interchange with I-43, as recommended in the 2035 SEWRPC Transportation Plan.
5. The City agrees to fund the project at no less than \$1,725,000, unless

offsetting contributions are secured from stakeholders other than the County.

6. The City agrees to be responsible for the full municipal cost of any non-participatory items, per the SMA, that the City requests.
7. The City acknowledges that the majority of payments for the project are expected near the end of the project's construction, tentatively scheduled for 2020. Periodic payments for the project to WisDOT, as outlined in the SMA, may also be required.

C. County Responsibilities:

1. The County agrees to fund the project in an amount equal to the contribution made by the City but not greater than \$1,725,000. The County contribution shall not exceed the City financial contribution. City and County contribution amounts shall be reduced by any offsetting financial contributions secured from other stakeholders, which shall be applied equally to the City's and County's overall costs as stated in the SMA.
2. The County agrees to be responsible for the full municipal cost of any non-participatory items, per the SMA, that the County requests. The park and ride lot will be considered a project participatory item and will be part of the overall project cost and not subject to this provision.
3. The County agrees to work cooperatively and assist the City in securing the project area's stakeholders' cooperation, as outlined above in Section II.B.2.
4. The County acknowledges that the majority of payments for the project are expected near the end of the project, tentatively scheduled for 2020. Periodic payments for the project, as outlined in the SMA, may also be required from the County to the City.

III. Integrated Agreement. This document, together with any and all instruments or exhibits, attached or referenced (collectively the "Agreement") sets forth the complete understandings of the parties relating to these matters and supersede any and all prior or contemporaneous agreements, understandings and representations relating to the subject matter of this Agreement.

IV. Modifications. This Agreement shall only be modified in writing signed by the party or an officer of such party against whom enforcement of the modification is sought; and no oral statements, representations or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party, regardless of any reliance thereon by the other.

V. Applicable Law: Construction.

- A. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, except that (notwithstanding any rules of construction to the contrary) no provision or ambiguity shall be strictly construed against any party by virtue of its having drafted or prepared the same.
- B. Captions of any section or paragraph of this Agreement are for convenience or reference only and shall not define or limit the scope of any provisions contained herein.
- C. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under any particular circumstances: (1) the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of this Agreement; and (2) such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable consistent with the intent of such provision as originally stated.
- D. No provisions or implications of this Agreement or course of conduct pursuant to this Agreement shall give rise to any actual or implied relationship between the parties (such as an agency, joint venture or partnership), except as otherwise expressly stated in this Agreement.

VI. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns (to the extent assignment is specifically permitted).

VII. Warranty of Authority. Each party warrants and represents to the other that they have the requisite power and authority to enter this Agreement and that this Agreement is effective and legally binding on such party in accordance with its terms and the execution and performance of the same does and will not constitute a breach, default or violation of any other agreement, restriction or undertaking or of any law, rule, regulation or order as to which such party or its property or other assets are subject. Each person executing this Agreement on behalf of any party (as an officer, agent or otherwise) personally warrants and represents that (s)he is duly authorized and empowered to do so and that all signatures and approvals of persons which authority for such Party have been obtained as necessary to make this Agreement legally enforceable and effective against such property.

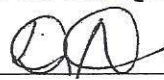
VIII. Further Documents. Each party shall promptly execute and deliver such further documents and instruments as may be reasonably requested by the other to establish, confirm or clarify any rights, obligations, options or privileges of the parties under this Agreement or to effectuate the transaction contemplated by this Agreement.

- IX. Assignment. This Agreement and the interest created here under shall not be assigned by either party.
- X. Dispute Clause. In the event that a dispute between the parties hereto shall arise as to the interpretation or implementation of this Agreement, the parties shall meet in good faith and attempt to resolve said dispute within the cooperative spirit of this Agreement. In the event that the parties shall be unable to resolve any dispute by their own action, the parties shall arbitrate the matter in accordance with procedures established by and in accordance with Chapter 788 of the Wisconsin Statutes as it exists now and as it may be hereinafter amended. No party may refuse the request of another party to settle disputes under the above procedures.
- XI. Each party indemnifies and holds harmless the others against any and all liabilities (including but not limited to any taxes, levies or assessments of any nature) and damages related to the provisions in this Agreement and against all claims, suits and actions arising therefrom and against all costs of defending the same, including actual attorney's fees, which liabilities shall arise from the acts or omissions of its officers, employees, servants and agents.
- XII. Term of Agreement. Cancellation of this Agreement can only be done in accordance with the terms set forth in the SMA between the City and WisDOT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



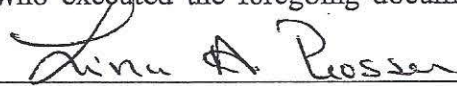
CITY OF MEQUON


 Mayor


 City Clerk

STATE OF WISCONSIN)
) ss.
 OZAUKEE COUNTY)

Personally came before me this 28th day of May, 2014, the above-named Dan Abendroth, Mayor and Lee Szymbarowski, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.


 Notary Public, State of Wisconsin
 My Commission: 12-20-2015

Approved as to Form:

John L. DeStefanis
Mequon City Attorney

COUNTY OF OZAUKEE

Lee Schlenger
County Board Chairman

Julianne B. Winkelhorst
County Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this 4 day of June, 2014, the
above-named Lee Schlenger, County Board Chairman and Julianne B.
Winkelhorst, Ozaukee County Clerk, to me known to be the persons who executed the
foregoing document, and acknowledged the same.

Lisa M. Henning
Notary Public, State of Wisconsin
My Commission: 4-9-2019



Approved as to Form:

Rhonda Gorden
Rhonda Gorden
Ozaukee County Corporation Counsel

Attachment: Oz City & C-Mequon - Highland Rd Interchange Agreement - FINAL (7001 : Mequon IGA Rev)



STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT

Date April 8 2014

I.D.: 1229-0x-0x/2x/7x

Road Name: IH 43

Limits: Highland Rd Interchange

County: Ozaukee

Roadway Length: 0.50 Miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

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

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: As determined by project scoping

TABLE 1: SUMMARY OF COSTS

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:						
Plan Development (ID 1229-04-05)	1	\$ 600,000	\$ 300,000	50%	\$ 300,000	50%
Plan Development (ID 1229-0x-0x)	2	\$ 900,000	\$ 450,000	50%	\$ 450,000	50%
Real Estate Acquisition:						
Acquisition	2	\$ 1,500,000	\$ 750,000	50%	\$ 750,000	50%
Compensible Utilities	2	\$ 100,000	\$ 50,000	50%	\$ 50,000	50%
Construction:						
Participating	2	\$ 11,000,000	\$ 5,500,000	50%	\$ 5,500,000	50%
Bridge	2	\$ 4,000,000	\$ 3,000,000	75%	\$ 1,000,000	25%
CSS	3, 5	\$ 225,000	\$ 225,000	MAX		BAL
Lighting	5	\$ 60,000	\$ 30,000	50%	\$ 30,000	50%
STH 167/Port Washington Rd Inter	4	\$ -	\$ -		\$ (4,600,000)	Credit
Non-Participating	5	25000	\$ -	0%	\$ 25,000	100%

Total Cost Distribution: \$ 18,410,000 \$ 10,305,000 \$ 3,505,000

- 1 Plan development costs from State Municipal Agreement dated November 4 2013 are included in Municipality maximum in note 2 below
- 2 After STH 167/Port Washington intersection credit, maximum Municipal Funds not to exceed \$3,450,000. This maximum is cumulative for all project phases. Construction and state funding is contingent upon enumeration in the Majors Program
- 3 Community Sensitive Solutions (CSS) - maximum State/Federal funds \$225,000, any amount that exceeds this maximum is to be funded with 100% Municipal funds.
- 4 The construction of the Highland Road Interchange will reduce State construction costs in the STH 167 /Port Washington intersection as part of the Mequon Interchange by \$4.6 million. For cost share calculations, this amount will reduce the total construction costs resulting in a \$4.6 million credit for the Municipality.
- 5 Costs for lighting, CSS, and Non-participating work are not included in the Municipal maximum funds

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)		
Name <i>[Signature]</i>	Title <i>Mayor</i>	Date <i>5-15-14</i>
Signed for and in behalf of the State (please sign in blue ink)		
Name <i>Shen Schmitt</i>	Title <i>SE REGION PLANNING CHIEF</i>	Date <i>5/20/14</i>

TERMS AND CONDITIONS:

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

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

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around

the project.

- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation:

- a) Funding for preliminary engineering; 50% State and 50% Municipality, based on the cost share policy for new access. Preliminary engineering will be included in the Municipality funding cap identified in 9(k) below.
- b) Funding for real estate required for standard roadway construction; 50% State and 50% Municipality, based on the cost share policy for new access. Real Estate will be included in the Municipality funding cap identified in 9(k) below.
- c) Funding for compensable utilities required for standard roadway construction; 50% State and 50% Municipality, based on the cost share policy for new access. Compensable utilities will be included in the Municipality funding cap identified in 9(k) below.
- d) Funding for the bridge is 75% State and 25% Municipal. This cost share was derived from the combination of these two cost share elements: (1) State funding 100% of the reconstruction of the current bridge footprint. (2) State funding 50% and Municipal funding 50% of the extra bridge width required for the construction of the interchange. Bridge funding will be included in the Municipality funding cap identified in 9(k) below.
- e) Funding for construction of standard roadway items; 50% State and 50% Municipal, based on the cost share policy for new access. Standard roadway items will be included in the Municipality funding cap, identified in 9(k) below.
- f) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$225,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS is not included in the Municipal funding cap identified in 9(k) below.
- g) Funding for street lighting; 50% State and 50% Municipal, based on cost share policy. Street lighting is not included in the Municipal funding cap identified in 9(k) below.
- h) Funding for non-participating items 100% Municipality. Non-participating items are not included in the Municipal funding cap identified in 9(k) below.
- i) The construction of the Highland Road Interchange will reduce State construction costs in the STH 167 and Port Washington Road Intersection by \$4.6 million. For cost share calculations, this amount will reduce the total construction costs resulting in a \$4.6 million credit for the Municipality.
- j) In the event that the Municipality is able to obtain other funding for the construction of the Highland Road approach to the bridge, that work will be removed from the project total cost and will not be included in the 50% Municipal cost share.
- k) After STH 167/Port Washington Road Intersection credit, Municipal funding cap not to exceed \$3,450,000 for all phases identified with note 2 in Table1: Summary of Costs on page 1.

[END]



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: April 13, 2021
SUBJECT: RESOLUTION 3826 A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same

Background

In 2014, the City entered into two separate State/Municipal Agreements (SMAs) with the Wisconsin Department of Transportation (WisDOT) for the design and construction of the Highland Road Interchange. The SMA obligated the City to fund the municipal share portion of the costs, with a total obligation not to exceed \$3,505,000.

The City subsequently executed an Intergovernmental Agreement (IGA) with Ozaukee County to split the municipal share portion of the costs evenly, with each party responsible for 50% of the cost.

Analysis

After execution of the SMAs, the I-43 North/South Corridor project, which includes the Highland Road Interchange, failed to receive funding through state budget approvals. Therefore, the project was delayed for several years prior to securing funding.

With the project moving forward towards construction, WisDOT requested an amendment to the SMA to address several administrative changes including:

- Consolidation of design and construction costs
- Enumeration of the Project I.D.

Modifications to the SMA also impact some of the language of the IGA. Therefore, approval of the revised SMA also requires an amendment to the IGA.

The proposed SMA is attached to this memo, as well as the proposed amendment to the IGA. A redlined markup of the original SMA is also attached to highlight the modifications to the document.

Fiscal Impact

The municipal share portion of the financial obligation remains capped at \$3,475,000. The \$30,000 reduction is attributed to the elimination of municipal street lighting.

Attachment: C-Mequon - Reso 3826 - WisDOT SMA (7001 : Mequon IGA Rev)

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution authorizing execution of the amended State/Municipal Agreement with the Wisconsin Department of Transportation for the Highland Road Interchange and subsequent authorization for the amendment to the Intergovernmental Agreement with Ozaukee County for the same.

Attachments:

Revised SMA (PDF)

IGA Amendment (PDF)

1229-0x-2x-7x IH43 CofMeq HighlandInt (MARKUP) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3826

A Resolution Authorizing Execution of an Amended State Municipal Agreement with the Wisconsin Department of Transportation for Design and Construction of the Highland Road Interchange and Subsequent Authorization for Execution of an Amendment to the Intergovernmental Agreement with Ozaukee County for the Same

RECITALS

A. Resolution 3205 approved the State/Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for the design of the Highland Road Interchange.

B. Resolution 3213 approved the SMA with WisDOT for the construction of the Highland Road Interchange.

C. Resolution 3226 approved the Intergovernmental Agreement (IGA) between the City of Mequon and Ozaukee County to split the municipal share cost of the SMA.

D. WisDOT has requested an administrative amendment combining the two previous SMAs and issuing a new Project I.D.: 1229-04-05/76. The amendment does not impact the fiscal responsibility assigned as the municipal share.

E. The revised SMA replaces those approved in Resolutions 3205 and 3213 and requires an amendment to the IGA approved by Resolution 3226.

F. The Public Works Committee recommended approval of the SMA and amendment to the IGA at its meeting on April 13, 2021.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The revised State/Municipal Agreement for Project I.D.: 1229-04-05/76 is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The amendment to the Intergovernmental Agreement (IGA) between the City of Mequon and Ozaukee County is approved, subject to Ozaukee County approval of the same and any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

3. The Mayor and the City Clerk are authorized and directed to execute and deliver

the same.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

Attachment: C-Mequon - Reso 3826 - WisDOT SMA (7001 : Mequon IGA Rev)



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

This agreement supersedes the agreement with project ID 1229-04-05 signed by the Municipality on February 21, 2014 and signed by DOT on March 4, 2014 and the agreement identified with the project ID's of 1229-0x-0x/2x/7x signed by the Municipality on May 15, 2014 and signed by DOT on May 20, 2014

Revised Date: September 16, 2020

Date: April 8, 2014

I.D.: 1229-04-05/76

Road Name: IH 43

Limits: Highland Road Interchange

County: Ozaukee

Roadway Length: 0.50 Miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

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

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	1	\$ 600,000	\$ 544,000	BAL	\$ 56,000	LSUM
Real Estate Acquisition: Acquisition		\$ -	\$ -	100%	\$ -	0%
Compensable Utilities		\$ -	\$ -	100%	\$ -	0%
Construction: Participating	2	\$ 25,500,000	\$ 17,506,000	BAL	\$ 7,994,000	LSUM
CSS	3, 5	\$ 225,000	\$ 225,000	MAX	\$ -	BAL
Washington RD Intersection	4		\$ -	80%	\$ (4,600,000)	20%
Non-Participating	5	\$ 25,000	\$ -	0%	\$ 25,000	100%

Total Cost Distribution \$ **26,350,000** \$ **18,275,000** \$ **3,475,000**

* See Item 9 Basis for local participation in Terms and Conditions

1 Plan development costs from State Municipal Agreement dated Nov 4, 2013 are included in municipality maximum in note 2 below

2 After STH 167/Port Washington intersection credit, Maximum Municipal Funds not to exceed \$3,450,000. This Maximum is cumulative for the design and construction project phases.

3 CSS is included in this project because the original agreement for this project, which included a commitment to CSS was signed on May 20, 2014. The CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects. Because the CSS commitment preceded the enactment of Act 55 CSS costs are allowed on the project.

4 The construction of the Highland Road Interchange will facilitate a modified design for the STH 167/Port Washington Rd. intersection that is part of the Mequon Interchange (I43/STH 57/Mequon Rd) to the south. It is estimated that the modified design of the STH 167/Port Washington Rd. intersection will provide \$4,600,000 in real estate and construction cost savings. These cost savings will be applied to the Highland Road interchange project as a \$4,600,000 credit for the Municipality.

5 Costs for CSS and Non-participating work are not included in the Municipal maximum funds.

This request is subject to the terms and conditions that follow (pages 2 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of Mequon** (please sign in blue ink)

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

Name	Title SE Region Planning Chief	Date
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TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to

Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all Community Sensitive Solutions (CSS) and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
 - (a) Funding for preliminary engineering, a lump sum amount of \$56,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% State.
 - (d) Funding for construction of standard roadway items, a lump sum amount of \$7,994,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.
 - (e) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$225,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the

project limits. CSS maximum approved with previously signed SMA on May 20, 2014. CSS items are not included in the Municipal funding cap identified in 9(h) below.

- (f) Funding for non-participating items 100% Municipality. Non-participating items are not included in the Municipal funding cap identified in 9(h) below.
- (g) The construction of the Highland Road Interchange will facilitate a modified design for the STH 167/Port Washington Rd. intersection that is part of the Mequon Interchange (I43/STH 57/Mequon Rd) to the south. It is estimated that the modified design of the STH 167/Port Washington Rd. intersection will provide \$4,600,000 in real estate and construction cost savings. These cost savings will be applied to the Highland Road interchange project as a \$4,600,000 credit for the Municipality.
- (h) After STH 167/Port Washington Road Intersection credit, Municipal funding cap not to exceed \$3,450,000 for all phases identified with note 1 and 2 in Table1: Summary of costs on page 2.

[END]

Attachment: C-Mequon - Reso 3826 - WisDOT SMA (7001 : Mequon IGA Rev)

**AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MEQUON AND THE COUNTY OF OZAUKEE**

THIS AMENDMENT, entered into this _____ day of _____, 2021, by and between the City of Mequon, a municipal corporation located in Ozaukee County, Wisconsin (“the City”, or alternatively, “Mequon”) and Ozaukee County, a municipal corporation (“the County”), modifies the Agreement previously executed by the City and the County on June 4, 2014.

Per the request of the Wisconsin Department of Transportation (WisDOT), the original Agreement is hereby amended as follows:

Section II.A.3. is hereby created as follows:

3. At the request of the Wisconsin Department of Transportation (WisDOT), the City approved a revised State/Municipal Agreement with WisDOT by Resolution 3826 on April 13, 2021 with no fiscal impact to the Parties.

The State-let Highway Project, I.D. number referenced in Section II.B.1. is hereby repealed and replaced as follows: 1229-04-05/76.

Exhibit A is repealed in its entirety and replaced with the attached document.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF MEQUON

John Wirth, Mayor

Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Attachment: C-Mequon - Reso 3826 - WisDOT SMA (7001 : Mequon IGA Rev)

Approved as to Form:

 Brian C. Sajdak
 Mequon City Attorney

COUNTY OF OZAUCKEE

 Lee Schlenvogt, County Board Chairman

 Julianne B. Winkelhorst, County Clerk

STATE OF WISCONSIN)
) ss.
 OZAUCKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission: _____

Approved as to Form:

 Rhonda Gorden
 Ozaukee County Corporation Counsel

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: May 20, 2014

SUBJECT: Project Agreement

Project Number: 1229-0x-0x/2x/7x – Initial

Road Name: IH 43

Project Limits: Highland Rd Interchange

Municipality: City of Mequon, Ozaukee

Funding items: -

PROGRAM: 302

NOTES: -

The attached agreement has been approved by regional designee.

Region: SE



STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT

This agreement supersedes the agreement with project ID 1229-04-05 signed by the Municipality on February 21, 2014 and signed by DOT on March 4, 2014 and the agreement identified with the project IDs of 1129-0x-0x/2x/7x signed by the Municipality on May 15, 2014 and signed by DOT on May 20, 2014

Date April 8 2014

I.D.: 1229-0x-0x/2x/7x 1229-04-05/76

Road Name: IH 43

Limits: Highland Rd Interchange

County: Ozaukee

Roadway Length: 0.50 Miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

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

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: As determined by project scoping

A nominal amount is included to cover items in paragraph 4

TABLE 1: SUMMARY OF COSTS (to be adjusted in the final plan)

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:			544,000	BAL	56,000	LSUM
Plan Development (ID 1229-04-05)	1	\$ 600,000	\$ 300,000	50%	\$ 300,000	50%
Plan Development (ID 1229-0x-0x)	2	\$ 900,000	\$ 450,000	50%	\$ 450,000	50%
Real Estate Acquisition:				100%		0%
Acquisition	2	\$ 1,500,000	\$ 750,000	50%	\$ 750,000	50%
Compensible Utilities	2	\$ 100,000	\$ 50,000	50%	\$ 50,000	50%
Construction:		25,500,000	17,506,000	BAL	7,994,000	LSUM
Participating	2	\$ 11,000,000	\$ 5,500,000	50%	\$ 5,500,000	50%
Bridge	2	\$ 4,000,000	\$ 3,000,000	75%	\$ 1,000,000	25%
CSS	3, 5	\$ 225,000	\$ 225,000	MAX		BAL
Lighting	5	\$ 60,000	\$ 30,000	50%	\$ 30,000	50%
STH 167/Port Washington Rd Inter	4	\$ -	\$ -	80%	\$ (4,600,000)	Credit 0%
Non-Participating	5	25000	\$ -	0%	\$ 25,000	100%

Total Cost Distribution:

\$ 18,410,000	\$ 10,305,000	\$ 3,505,000
26,350,000	18,275,000	3,475,000

*See Item 9 Basis for local participation in Terms and Conditions

1 Plan development costs from State Municipal Agreement dated November 4 2013 are included in Municipality maximum in note 2 below

2 After STH 167/Port Washington intersection credit, maximum Municipal Funds not to exceed \$3,450,000. This maximum is cumulative for all project phases. Construction and state funding is contingent upon enumeration in the Majors Program

3 Community Sensitive Solutions (CSS) - maximum State/Federal funds \$225,000, any amount that exceeds this maximum is to be funded with 100% Municipal funds.

4 The construction of the Highland Road Interchange will reduce State construction costs in the STH 167 /Port Washington intersection as part of the Mequon Interchange by \$4.6 million. For cost share calculations, this amount will reduce the total construction costs resulting in a \$4.6 million credit for the Municipality.

5 Costs for lighting, CSS, and Non-participating work are not included in the Municipal maximum funds

The construction of the Highland Road intersection that is a part of the Mequon Interchange (I43/STH 57/ Mequon Rd) to the south. It is estimated that the modified design of the STH 167/Port Washington Rd. intersection will provide \$4,600,000 in real estate and construction cost savings. These cost savings will be applied to the Highland Road interchange project as a \$4,600,000 credit for the Municipality.

CSS is included in this project because the original agreement for this project, which included a commitment to CSS was signed on May 20, 2014. The CSS commitment was made prior to the enactment of Act 55 on July 14, 2015 which limited the use of CSS on improvement projects. Because the CSS commitment preceded the enactment of Act 55 CSS costs are allowed on the project.

This request is subject to the terms and conditions that follow ⁵(pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)		
Name <i>[Signature]</i>	Title <i>Mayor</i>	Date <i>5-15-14</i>
Signed for and in behalf of the State (please sign in blue ink)		
Name <i>Shawn Schmitt</i>	Title <i>SE REGION PLANNING CHIEF</i>	Date <i>5/20/14</i>

TERMS AND CONDITIONS:

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

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

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions. (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items. (CSS)
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around

the project.

- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation: **Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.**

- a) **Funding for preliminary engineering; 50% State and 50% Municipality, based on the cost share policy for new access. Preliminary engineering will be included in the Municipality funding cap identified in 9(k) below. , a lump sum amount of \$56,000. Lump sum amount will be included in the Municipality funding cap identified in 9(h) below.**
- b) **Funding for real estate required for standard roadway construction; 50% State and 50% Municipality, based on the cost share policy for new access. Real Estate will be included in the Municipality funding cap identified in 9(k) below. , 100% State**
- c) **Funding for compensable utilities required for standard roadway construction; 50% State and 50% Municipality, based on the cost share policy for new access. Compensable utilities will be included in the Municipality funding cap identified in 9(k) below. , 100% State.**
- d) **Funding for the bridge is 75% State and 25% Municipal. This cost share was derived from the combination of these two cost share elements: (1) State funding 100% of the reconstruction of the current bridge footprint. (2) State funding 50% and Municipal funding 50% of the extra bridge width required for the construction of the interchange. Bridge funding will be included in the Municipality funding cap identified in 9(k) below.**
- e) **Funding for construction of standard roadway items; 50% State and 50% Municipal, based on the cost share policy for new access. Standard roadway items will be included in the Municipality funding cap, identified in 9(k) below.**
- f) **Funding for Community Sensitive Solutions (CSS) – 100% State, maximum amount \$225,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS is not included in the Municipal funding cap identified in 9(k) below.**
- g) **Funding for street lighting; 50% State and 50% Municipal, based on cost share policy. Street lighting is not included in the Municipal funding cap identified in 9(k) below.**
- h) **Funding for non-participating items 100% Municipality. Non-participating items are not included in the Municipal funding cap identified in 9(k) below.**
- i) **The construction of the Highland Road Interchange will reduce State construction costs in the STH 167 and Port Washington Road Intersection by \$4.6 million. For cost share calculations, this amount will reduce the total construction costs resulting in a \$4.6 million credit for the Municipality.**
- j) **In the event that the Municipality is able to obtain other funding for the construction of the Highland Road approach to the bridge, that work will be removed from the project total cost and will not be included in the 50% Municipal cost share.**
- k) **After STH 167/Port Washington Road Intersection credit, Municipal funding cap not to exceed \$3,450,000 for all phases identified with note 2 in Table 1: Summary of Costs on page 1.**

[END]

**AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MEQUON AND THE COUNTY OF OZAUKEE**

THIS AMENDMENT, entered into this _____ day of _____, 2021, by and between the City of Mequon, a municipal corporation located in Ozaukee County, Wisconsin (“the City”, or alternatively, “Mequon”) and Ozaukee County, a municipal corporation (“the County”), modifies the Agreement previously executed by the City and the County on June 4, 2014.

Per the request of the Wisconsin Department of Transportation (WisDOT), the original Agreement is hereby amended as follows:

Section II.A.3. is hereby created as follows:

3. At the request of the Wisconsin Department of Transportation (WisDOT), the City approved a revised State/Municipal Agreement with WisDOT by Resolution 3826 on April 13, 2021 with no fiscal impact to the Parties.

The State-let Highway Project, I.D. number referenced in Section II.B.1. is hereby repealed and replaced as follows: 1229-04-05/76.

Exhibit A is repealed in its entirety and replaced with the attached document.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF MEQUON

John Wirth, Mayor

Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Attachment: C-Mequon & Oz Cty - Highland IGA Amend-1 (7001 : Mequon IGA Rev)

Approved as to Form:

 Brian C. Sajdak
 Mequon City Attorney

COUNTY OF OZAUCKEE

 Lee Schlenvogt, County Board Chairman

 Julianne B. Winkelhorst, County Clerk

STATE OF WISCONSIN)
) ss.
 OZAUCKEE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Wirth, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission: _____

Approved as to Form:

 Rhonda Gorden
 Ozaukee County Corporation Counsel

Attachment: C-Mequon & Oz Cty - Highland IGA Amend-1 (7001 : Mequon IGA Rev)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 20, 2021
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Julie Winkelhorst

Agenda Summary Ozaukee County Strategic Plan 2020-24

[<https://stories.opengov.com/ozaukeecountywi/published/2jpuHyldi>](https://stories.opengov.com/ozaukeecountywi/published/2jpuHyldi)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 20, 2021
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Julie Winkelhorst

Agenda Summary Performance Management Metrics

Highway <<https://stories.opengov.com/ozaukeecountywi/published/Eb1l3xd4>>

Transit Services <<https://stories.opengov.com/ozaukeecountywi/published/7GPwysQMP>>

Facilities Management <<https://stories.opengov.com/ozaukeecountywi/published/j5UACgvOn>>

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	May 20, 2021
DEPARTMENT:	Transit
DIRECTOR:	Jon Edgren
PREPARER:	Joy Neilson

Agenda Summary Shared Ride Taxi Routing Software

Ozaukee County Shared Ride Taxi has been using RouteMatch software for scheduling, dispatch, and vehicle tracking for more than 10 years. The taxi service requirements have expanded beyond the capabilities of the software. In addition, Ozaukee Shared Ride Taxi has consistent issues with software reliability and customer service and responsiveness of the RouteMatch support. Ozaukee County budgets \$67,000 annually for this software license, support, and data charges.

Ozaukee Transit is in the process of evaluating different routing software programs, with the intention of switching to a new platform by October. We expect that the software change will improve the customer experience by increasing reliability of scheduled rides and decrease the time needed to reserve a shared ride taxi. The County will benefit by the service being able to schedule more rides, reducing dead head time. In addition, all of the software being reviewed has the ability to switch between two systems, such as Ozaukee and Washington County.

Transit has preliminary cost estimates from several vendors. Transit will be using unused 5307 funding allocated in 2020 to cover 80% of the initial cost. Since many operations expenses will be covered this year by CARES and CRRSAA funds, no additional levy money will be requested for this project. This committee will be able to review the winning bid prior to acceptance.

Unfortunately, due to the billing structure of our current system, Ozaukee County has already spent \$51,065 on the licensing and support. We will be requesting a portion be refunded if we end service prior to the agreement, but it is not guaranteed.

This purchase offers an opportunity to do a joint procurement with Washington County for a single database and license. There is no immediate cost savings for either initial costs or ongoing maintenance by sharing a database. However, it may reduce the need additional fees to merge the systems in the future.

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 20, 2021
DEPARTMENT:	Transit
DIRECTOR:	Jon Edgren
PREPARER:	Joy Neilson

Agenda Summary Transit Financial Report

Ozaukee County Transit continued operating Shared Ride Taxi Service in April. Ridership is still trending 36% below 2019 levels, even with the launch of the Transit Connection cross-county service. However, ridership is steadily increasing.

Revenue remains low, due to delays in funding distribution from WisDOT for the section 85.20 grant program. A draft distribution for 2020 was distributed on May 11.

ATTACHMENTS:

- Apr PW Committee Report 2021 (PDF)

Ozaukee County Committee Report
Special Revenue Fund Transit Services
 For the Four Months Ending Friday, April 30, 2021
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$43,388	\$173,554	\$520,661	\$347,107	33.33%
Intergovernmental Revenues	\$229,426	\$229,426	\$2,382,313	\$2,152,887	9.63%
Public Charges for Services	\$29,548	\$129,545	\$614,500	\$484,955	21.08%
Intergovernmental Charges	\$26,356	\$26,356	-	(\$26,356)	0.00%
Fines/Forfeitures/Penalties	\$78	\$504	\$6,300	\$5,796	8.00%
Interest Revenue	\$13	\$36	-	(\$36)	0.00%
Other Revenue	-	\$21,922	\$392,155	\$370,233	5.59%
Total Revenues	\$328,809	\$581,343	\$3,915,929	\$3,334,586	14.85%
Expenditures					
Salaries	\$9,961	\$28,541	\$115,287	\$86,746	24.76%
Fringe Benefits	\$4,169	\$21,455	\$40,514	\$19,059	52.96%
Travel/Training	-	\$225	\$4,500	\$4,275	5.00%
Supplies	\$7,685	\$92,193	\$291,656	\$199,463	31.61%
Purchased Services	\$93,684	\$268,982	\$3,102,188	\$2,833,206	8.67%
Interdepartment Charges	\$5,373	\$35,437	\$147,754	\$112,317	23.98%
Other Expenses	\$240	\$1,578	\$39,031	\$37,453	4.04%
Total Operating Expenditures	\$121,112	\$448,411	\$3,740,930	\$3,292,519	11.99%
Capital Outlay					
Equipment & Furniture	\$50,010	\$50,010	\$280,703	\$230,693	17.82%
Total Capital Outlay	\$50,010	\$50,010	\$280,703	\$230,693	17.82%
Total Expenditures	\$171,122	\$498,421	\$4,021,633	\$3,523,212	12.39%
Other Finance (Sources)	-	-	(\$105,703)	(\$105,703)	0.00%
Net Other Financing Sources/Uses	-	-	(\$105,703)	(\$105,703)	0.00%
					-
Net Increase (Decrease)	\$157,687	\$82,922	(\$1)	(\$82,923)	8292200.00%
Equity:					
Governmental Fund Balance	-	(\$1,261,968)	-	\$1,261,968	0.00%

Attachment: Apr PW Committee Report 2021 (6994 : Transit Monthly Financial Report)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 20, 2021
DEPARTMENT:	Highway
DIRECTOR:	Jon Edgren
PREPARER:	Jon Edgren

Agenda Summary CTH Y Road Closure for Newburg Fireman's Parade

BACKGROUND INFORMATION: As in 2019 and previous years, the Village of Newburg's Fire Department is interested in closing a portion of CTH Y for their annual Fireman's Parade. (See attached application and exhibit map.)

The closure would be based upon safety concerns with parade vehicles and attendees blocking roadway access in preparation for, during and immediately after the parade.

The closure would occur on Sunday, June 6th, 2021, from approximately 11am to 2pm.

ANALYSIS: Highway Department staff have no concerns about approving the request. However, the approval should be conditional on the Village of Newburg's acceptance of responsibility and Town of Saukville authorization to allow Singing Hill Road to be used as a detour route.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Approve the CTH Y closure as proposed conditionally upon the Village of Newburg's acceptance of responsibility, and Town of Saukville's authorization to use Singing Hill Road as a detour route.

ATTACHMENTS:

- Newburg Fire Dept - CTH Y Closure Request (PDF)



Ozaukee County Highway Department

410 South Spring Street

Port Washington, WI 53074-0994

Jon E. Edgren - Public Works Director

Phone 262-238-8335

Fax 262-238-8343

9.a.1.a

APPLICATION BY MUNICIPALITY FOR PERMISSION TO DETOUR COUNTY TRUNK HIGHWAY TRAFFIC

Application Date: May 10 2021 **Municipality:** Newburg

Highway to be closed: Hwy Y

From: Hwy 33 **To:** Singing Hill Rd

Date of closure: June 6 2021 **Est. Timeframe:** 3 Hours

Proposed Temporary Route/Traffic Control Plan:

See Attached Map

Reason for Detour:

Parade

Contact Information:

Name: Paul J Fahey
Org/Muni: Newburg Fire Department
Address: 508 Main St PO Box 140
Newburg WI 53060-0140
Phone: 414-640-1895

General Conditions:

1. The municipality shall accept full responsibility for the use of the local roads and streets on the temporary routing of the County Trunk Highway and it shall make no claim against the county by reason of their use, and shall indemnify the county, its agents, officers and employees, against any and all loss, damages and costs or expenses which the county may sustain, incur or be required to pay by reason of any person or persons suffering personal injury, death or property loss resulting from closure of the County Trunk Highway or from creation, use or maintenance of the detour.
2. The municipality shall minimize as practicable the duration of the closure of the County Trunk Highway, including providing for assembly and dispersal of parades in areas removed from the County Trunk Highway.
3. Applicant will erect, maintain, and remove all traffic control devices needed to affect the closure.
4. Additional conditions:

Conditional upon the Village of Newburg's acceptance of responsibility, and the Town of Saukville's approval to use Singing Hill Rd as a detour route.

The above municipality hereby requests permission to close the marked route as described, during which time the municipality will provide a temporary route for county trunk highway traffic as designated in this application. The municipality agrees to and will abide by the conditions listed above, which is made by the undersigned municipal official under proper authority to act on behalf of the municipality represented above.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE

Permission is hereby granted to close a county trunk highway route as described above.

HIGHWAY COMMISSIONER

DATE

Packet Pg. 68

Attachment: Newburg Fire Dept - CTH Y Closure Request (7003 : Newburg - CTH Y Closure)

Newburg Parade Planning

1 Police Officer Newburg (car)

1 Barricades (wood) A frame

1 PO Newburg

1 Fireman/woman

2 Barricades (wood) A frame

1 Ozaukee Cty Poli

1 metal folding barricade

w/arrow pointing to the left.

Singing Hill



1 Newburg fireman/woman

1 Barricade

2 cones

① caution tape between cones

4 total spots

1 DPW Newburg

1 Barricade (Blue pickup)

2 cones

②

1 Barricade (plastic A frame)

2 cones

③

1 Barricade (plastic A frame)

2 cones

④

Unmanned

1 Fireman/woman

2 plastic A frame

2 cones

2 Barricades - 2 cones

1 PO (Mike F.) Newburg

Key: Barricades = X

Cones = O

5-1-2018 Bill Waech cell 689-5960

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 20, 2021
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary Road Sweeper Purchase

BACKGROUND INFORMATION: As part of the 2021 Highway Department Budget, the purchase of a Road Sweeper was approved with a budget amount of \$60,000.

The proposed purchase would replace a 2003 Broce Broom with approximately 3,000 hours, poor tires, hydraulic pump leaks, rust and significant wear & tear. We requested trade-in values as part of the requested quotes.

ANALYSIS: Scott Palubiski, Shop Superintendent, requested prices from two suppliers, and received the following quotes:

Model	Supplier	Trade-In	Final Cost
Superior Broom SM74J \$57,220*	American State Equip	\$9,000	
Broce FMJ470 Broom	Aring Equipment Co.	\$10,000	\$60,475

***Recommendation by Highway Staff**

Based upon the quotes received, equipment research and discussion with staff, Highway staff recommends the Superior Broom SM74J from American State Equipment.

FISCAL IMPACT:

Balance Current Year: \$57,220 Next Year's Estimated Cost: --

FUNDING SOURCE:

County Levy: --

Non-County Levy: X Indicate source: Highway Department's Equipment Fund

RECOMMENDED MOTION: Approve the Superior Broom SM74J from American State Equipment as recommended by staff.

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: May 20, 2021
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary Highway Financials

ATTACHMENTS:

- Hwy Financials - May 2021 (PDF)

Ozaukee County Committee Report

Special Revenue Fund County Roads and Bridges

For the Three Months Ending Wednesday, March 31, 2021

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2021 YTD Actual	2021 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$276,291	\$828,873	\$3,315,491	\$2,486,618	25.00%
Intergovernmental Revenues	-	\$393,463	\$1,631,438	\$1,237,975	24.12%
Total Revenues	\$276,291	\$1,222,336	\$4,946,929	\$3,724,593	24.71%
Expenditures					
Interdepartment Charges	\$238,815	\$936,662	\$5,141,300	\$4,204,638	18.22%
Total Operating Expenditures	\$238,815	\$936,662	\$5,141,300	\$4,204,638	18.22%
Capital Outlay					
Total Expenditures	\$238,815	\$936,662	\$5,141,300	\$4,204,638	18.22%
Other Finance (Sources)	-	-	(\$194,371)	(\$194,371)	0.00%
Net Other Financing Sources/Uses	-	-	(\$194,371)	(\$194,371)	0.00%
Net Increase (Decrease)	\$37,476	\$285,674	-	(\$285,674)	0.00%
<i>Equity:</i>					
Governmental Fund Balance	-	(\$1,646,809)	-	\$1,646,809	0.00%

Attachment: Hwy Financials - May 2021 (6998 : Highway Financials - May 2021)

For the Three Months Ending Wednesday, March 31, 2021
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

Attachment: Hwy Financials - May 2021 (6998 : Highway Financials - May 2021)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: May 20, 2021
DEPARTMENT: Public Works Department
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary May 2021 Status Update on Public Works Department Items

ATTACHMENTS:

- PW Comm_JEE^Hwy Report - 5-20-21 (PDF)

**Ozaukee County Highway Department**

410 South Spring Street

Port Washington, Wisconsin 53074-0994

Jon E. Edgren, P.E. – Director of Public Works

Phone 262-238-8335

Fax 262-238-8343

TO: Public Works Committee
FROM: Jon E. Edgren, Director of Public Works
SUBJECT: Public Works Monthly Report
DATE: May 13, 2021

The following are status updates on various Public Works Department items:

HIGHWAY:**1) CTH NN & CTH Y (Granville Road) Intersection**

We recently received good news that the property on the northwest corner of the CTH NN & CTH Y (Granville Road) intersection was deemed non-historic by the State Historic Preservation Office (SHPO), which means that it isn't eligible for the National Historic Registry.

The project should now be able to move forward with the proposed Traffic Signals, but there has been some lost time, which will push the project into 2023. Our next phase will be hiring a Real Estate Acquisition specialist in fall with completion of the Relocation Order and Plat.

2) Town of Fredonia ATV/UTV Approval

Kettle Trails, on behalf of the Town of Fredonia, has submitted a request to install ATV/UTV signage along County Highways eligible for routes as part of the Town of Fredonia's ATV/UTV ordinance. Given state law, they are able to install ATV/UTV eligible routes on any Town Road, or any County or State Highway where the speed limit is 35 MPH or less.

The Town of Belgium and Town of Port Washington are considering similar ordinances, but no municipality has requested ATV/UTV routes on County Highways above 35 MPH, which would require approval and ordinance changes through the County Board.

3) Cedarburg Shop Salt Dome Roofing

Given the on-going Highway Facility Study, it doesn't make sense to move forward with the proposed Waubeka Shop & Salt Shed re-roofing projects approved in the 2021 budget. However, given the Cedarburg Shop's degrading Salt Dome roof, we're currently researching costs to consider moving the item into 2021 from the 2022 budget. If appropriate, we'll bring roofing quotes for approval in the future.

\\OZCTY06\Highway\Public Works Committee\Agendas\2021\5-20-21\PW Comm_JEE^Hwy Report - 5-20-21.docx