



AGENDA
PUBLIC WORKS COMMITTEE
REGULAR MEETING
THURSDAY, SEPTEMBER 16, 2021 – 8:00 AM
OZAUKEE COUNTY WAUBEKA HIGHWAY SHOP
W4074 HWY Z, WAUBEKA, WI 53021

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. August 19, 2021

5. DISCUSSION ITEMS

- a. Strategic Plan Quarterly Update
- b. 2022 Budget Recommendation for Public Works Committee

6. FACILITIES MANAGEMENT

a. Management/Financial/Informational Reports

1. Facilities Reports

7. TRANSIT SERVICES

a. Action Items:

- 1. 2021 Taxicab Service Agreement between Ozaukee County and Specialized Transport Services, Inc. (*Reconsideration of Action Taken at August 19, 2021 Meeting*)
- 2. Award Contract for Taxi Routing and Dispatch Software

b. Management/Financial/Informational Reports

1. Transit Report

8. HIGHWAYS

a. Action Items:

- 1. Town of Fredonia 2022/2023 Road Maintenance Contract

b. Management/Financial/Informational Reports

1. Highway Reports

9. NEXT MEETING DATE

October 21, 2021

10. DEPART FOR TOUR OF HIGHWAY DEPARTMENT'S WAUBEKA SHOP

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:	September 16, 2021
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Julie Winkelhorst

Agenda Summary August 19, 2021

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/ 08192021-2957>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/08192021-2957)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	September 16, 2021
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Julie Winkelhorst

Agenda Summary Strategic Plan Quarterly Update

Section II. - <https://stories.opengov.com/ozaukeecountywi/published/2jpuHyldi>

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: September 16, 2021
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Julie Winkelhorst

Agenda Summary 2022 Budget Recommendation for Public Works CommitteeHighway

[<https://stories.opengov.com/ozaukeecountywi/published/d0_KgEaGC>](https://stories.opengov.com/ozaukeecountywi/published/d0_KgEaGC)

Transit

[<https://stories.opengov.com/ozaukeecountywi/published/PntubJce3>](https://stories.opengov.com/ozaukeecountywi/published/PntubJce3)

Fairgrounds

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

Facilities

[<https://stories.opengov.com/ozaukeecountywi/published/K25C097uT>](https://stories.opengov.com/ozaukeecountywi/published/K25C097uT)

[<https://stories.opengov.com/ozaukeecountywi/published/2HVm9HsZr>](https://stories.opengov.com/ozaukeecountywi/published/2HVm9HsZr)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	September 16, 2021
DEPARTMENT:	Facilities Management
DIRECTOR:	Jon Edgren
PREPARER:	Jon Edgren

Agenda Summary Facilities Reports

ATTACHMENTS:

- Facilities Financials - Sept 2021 (PDF)

Ozaukee County Committee Report
General Fund Facilities Management
 For the Eight Months Ending Tuesday, August 31, 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	\$37,569	\$57,854	\$20,285	64.94%
Other Revenue	-	\$406	-	(\$406)	0.00%
Total Revenues	\$4,696	\$37,975	\$57,854	\$19,879	65.64%
Expenditures					
Salaries	\$40,391	\$434,209	\$580,411	\$146,202	74.81%
Fringe Benefits	\$15,071	\$131,963	\$207,499	\$75,536	63.60%
Travel/Training	-	\$77	\$100	\$23	77.00%
Supplies	\$3,522	\$55,122	\$95,795	\$40,673	57.54%
Purchased Services	\$20,506	\$241,820	\$415,724	\$173,904	58.17%
Interdepartment Charges	\$1,762	\$25,577	\$42,164	\$16,587	60.66%
					1095.86
Other Expenses	-	\$31,999	\$2,920	(\$29,079)	%
Total Operating Expenditures	\$81,252	\$920,767	\$1,344,613	\$423,846	68.48%
Capital Outlay					
Total Expenditures	\$81,252	\$920,767	\$1,344,613	\$423,846	68.48%
Net Increase (Decrease)	(\$76,556)	(\$882,792)	(\$1,286,759)	(\$403,967)	68.61%

E q u i t y:

Attachment: Facilities Financials - Sept 2021 (Facilities Financials - Sept 2021)

Ozaukee County Committee Report

Special Revenue Fund Fair Grounds

For the Eight Months Ending Tuesday, August 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	\$5,265	\$42,123	\$63,184	\$21,061	66.67%
Public Charges for Services	\$8,745	\$56,510	\$206,150	\$149,640	27.41%
Other Revenue	-	\$7	\$3,000	\$2,993	0.23%
Total Revenues	\$14,010	\$98,640	\$272,334	\$173,694	36.22%
Expenditures					
Salaries	\$960	\$13,011	\$33,425	\$20,414	38.93%
Fringe Benefits	\$86	\$1,167	\$3,585	\$2,418	32.55%
Travel/Training	-	\$1,314	\$500	(\$814)	262.80%
Supplies	\$1,529	\$13,385	\$24,375	\$10,990	54.91%
Purchased Services	\$14,747	\$124,700	\$214,300	\$89,600	58.19%
Interdepartment Charges	\$4,535	\$8,561	\$7,900	(\$661)	108.37%
Other Expenses	-	\$5,250	\$6,250	\$1,000	84.00%
Total Operating Expenditures	\$21,857	\$167,388	\$290,335	\$122,947	57.65%
Capital Outlay					
Total Expenditures	\$21,857	\$167,388	\$290,335	\$122,947	57.65%
Other Finance (Sources)	-	-	(\$18,000)	(\$18,000)	0.00%
Net Other Financing Sources/Uses	-	-	(\$18,000)	(\$18,000)	0.00%
					6874800
Net Increase (Decrease)	(\$7,847)	(\$68,748)	(\$1)	\$68,747	.00%
<i>Equity:</i>					
Governmental Fund Balance	-	(\$189,537)	-	\$189,537	0.00%

Attachment: Facilities Financials - Sept 2021 (Facilities Financials - Sept 2021)

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: September 16, 2021
DEPARTMENT: Transit
DIRECTOR: Jon Edgren
PREPARER: Joy Neilson

Agenda Summary 2021 Taxicab Service Agreement between Ozaukee County and Specialized Transport Services, Inc.

BACKGROUND INFORMATION: In August, this Public Works Committee voted to increase the contract rate for Shared Ride Taxi operations by \$3.00 per hour to \$27.53, with the understanding that the additional expense would be passed through to Shared Ride Taxi Drivers. There was confusion in regards to the final wording and intent of the motion regarding how this increase will impact the expected CPI increase scheduled to take place January 1, 2022.

The offer as written in the minutes was rejected by STS for two reasons. First, the motion as recorded decreases the hourly rate January 1. Second, Washington County prefers a \$2.00 per hour increase in 2021. STS would prefer going with a lower rate to keep the wages equal between counties.

Transit is seeking re-examination and clarification on the contract rate for 2021 and 2022.

ANALYSIS: Shared Ride Taxi has denied rides in the past few months due to lack of drivers. Driver shifts have been filled by one of the dispatchers and the taxi manager. A significant increase in wages offered to the drivers would help to attract and retain drivers.

The current contract rate is \$24.53/hr, which includes drivers, dispatchers, managers, and operations. The \$2 immediate increase would raise the rate to \$26.53 for the remainder of 2021. The contracted rate changes each year by the rate of inflation, as indicated by the CPI-U Midwest - June 12 month rate. In 2021, the increase that would be applied to the 2022 contracted rate is 5.8%, which would equate to \$1.42/Hour. STS appreciates the willingness to immediately increase their Contract Rate by \$2/Hour and has agreed to an additional \$0.42 increase on January 1st. This proposed 2022 rate of \$26.95 is still on the low end of the rate anticipated range for Shared Ride Taxi service in similar systems in Wisconsin (mean \$30.21, range \$26.06-\$34.36).

The Shared Ride Taxi contract will be in its final renewal in 2022, and will need to go out for re-bid.

Contract Costs	Budgeted Rate	Accepted Proposal	Projected Cost Increase from Budgeted Rate	PWC Motion intended (?)	Projected Cost Increase from Budgeted Rate	PWC Motion Recorded	Projected Cost Increase from Budgeted Rate
2021 Impact	\$ 24.53	\$ 26.53	\$ 34,100.00	\$ 27.53	\$ 51,150.00	\$ 27.53	\$ 51,150.00
2022 Impact	\$ 25.95	\$ 26.95	\$ 58,385.58	\$ 27.95	\$ 116,931.58	\$ 26.95	\$ 58,385.58
		Increase early in lieu of full CPI		Full CPI + \$2 pass through			

FISCAL IMPACT:

Balance Current Year: \$34,100

Next Year's Estimated Cost: \$58,386

FUNDING SOURCE:

County Levy: 0

Non-County Levy: \$58,386

Indicate source: FTA 5307 CARES and CRRSAA

RECOMMENDED MOTION: Approve \$2/hr increase to STS's Contract Rate retroactive to September 1st, 2021, and approve an additional \$0.42 to STS's Contract Rate starting on January 1st, 2022.

ATTACHMENTS:

- 09_STS Contract Rate Response 09.09.21 (PDF)

Joy Neilson

From: JSB Accounting <accounting@johnsonschoolbus.com>
Sent: Thursday, September 9, 2021 8:37 AM
To: Joy Neilson
Subject: Re: STS Contract Costs

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Joy,

Yes, I think what is listed in the PDF is mostly correct.

To sum things up easily, what we are hoping for is the \$2 rate increase (\$26.53) in September and then the CPI + \$1 rate increase (\$26.95) to take effect Jan 1.

We would then raise our driver wages \$2 in September and the additional \$.42 in January.

While we appreciate the PW offer of the \$3 rate increase effective Sept 1, we are not able to make up the difference that would exist in January. We are already increasing driver wages \$1 (as outlined) and will be passing the entire CPI increase through to driver wages.

Thank you for your willingness to assist, we appreciate all the work you have put into this.

Joe Minton
 GM - Johnson School Bus/STS
 c: (715) 577-6056
 e: jminton@johnsonschoolbus.com

From: Joe Minton
Sent: Thursday, September 9, 2021 8:34:11 AM
To: JSB Accounting
Subject: Fwd: STS Contract Costs

Begin forwarded message:

From: Joy Neilson <jneilson@co.ozaukee.wi.us>
Date: September 8, 2021 at 10:07:10 AM CDT
To: Joe Minton <jminton@johnsonschoolbus.com>
Subject: RE: STS Contract Costs

Hi Joe,

Attachment: 09_STS Contract Rate Response 09.09.21 (STS Contract Rate)

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: September 16, 2021
DEPARTMENT: Transit
DIRECTOR: Jon Edgren
PREPARER: Joy Neilson

Agenda Summary Award Contract for Taxi Routing and Dispatch Software

BACKGROUND INFORMATION: Ozaukee County Transit released a Request for Proposals as a joint procurement with Washington County Transit for routing and dispatch software for the Shared Ride Taxi. The software would rely on a single database, but run independently in each county. An evaluation committee representing both counties met to review the 3 technical and cost proposal on August 26th. The top two proposals were invited to demonstrate their product on September 9th with the evaluation team and the Shared Ride Taxi managers. HBSS was selected to be awarded the contract for their software, QRyde.

ANALYSIS: HBSS was selected on the following strengths: experience with multi-jurisdiction products, mapping, data migration process, business processes, and auto-scheduling. The combined database will allow for taxi dispatchers from either county to schedule cross-county rides. We expect the software to improve efficiency in the Shared Ride Taxi program, and provide modules for possible future projects, such as a single fare card and on-demand service.

FISCAL IMPACT: This project does not require an increase in the County levy in either 2021 or 2022.

Transit will use FTA 5307 capital allocations and budgeted Shared Ride Taxi levy freed up by Federal coronavirus relief funds for the initial purchase and installation (80% federal).

The ongoing expense of this contract will require a separate cellular data plan and updated tablets for inside the vehicles (included in 2022 budget request). However, the ongoing cost for this software, including cellular data and technical support, will be half of the 2021 contract expenses (estimated savings of \$35,000). The final ongoing cost may increase with optional modules not included with the cost proposal. Examples of optional components include a billing portal for managed care facilities and electronic fare cards.

Balance Current Year: \$108,040 Next Year's Estimated Cost:

FUNDING SOURCE:

County Levy: \$21,608

Non-County Levy: \$86,432 Indicate source: FTA 5307

RECOMMENDED MOTION: Approve contract award to HBSS for Shared Ride Taxi dispatch and routing software.

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: September 16, 2021
DEPARTMENT: Transit
DIRECTOR: Jon Edgren
PREPARER: Joy Neilson

Agenda Summary Transit Report

Shared Ride Taxi service continued operating as usual. Ozaukee County Commuter Express (MCTS Route 143) resumed operations on August 30.

Two hybrid Ford Escapes were delivered on August 26. These vehicles will replace two Toyota Prius hybrids which have passed their useful life.

ATTACHMENTS:

- Aug PW Committee Report 2021 (PDF)

Ozaukee County Committee Report
Special Revenue Fund Transit Services
 For the Eight Months Ending Tuesday, August 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	\$43,388	\$347,107	\$520,661	\$173,554	66.67%
Intergovernmental Revenues	-	\$576,209	\$2,382,313	\$1,806,104	24.19%
Public Charges for Services	\$37,840	\$266,331	\$614,500	\$348,169	43.34%
Fines/Forfeitures/Penalties	-	\$724	\$6,300	\$5,576	11.49%
Interest Revenue	-	\$70	-	(\$70)	0.00%
Other Revenue	\$6,340	\$33,605	\$392,155	\$358,550	8.57%
Total Revenues	\$87,568	\$1,224,046	\$3,915,929	\$2,691,883	31.26%
Expenditures					
Salaries	\$6,931	\$55,555	\$115,287	\$59,732	48.19%
Fringe Benefits	\$3,582	\$35,551	\$40,514	\$4,963	87.75%
Travel/Training	\$275	\$500	\$4,500	\$4,000	11.11%
Supplies	\$14,360	\$154,556	\$291,656	\$137,100	52.99%
Purchased Services	\$15,236	\$482,271	\$3,102,188	\$2,619,917	15.55%
Interdepartment Charges	\$14,149	\$85,010	\$147,754	\$62,744	57.53%
Other Expenses	\$387	\$41,247	\$39,031	(\$2,216)	105.68%
Total Operating Expenditures	\$54,920	\$854,690	\$3,740,930	\$2,886,240	22.85%
Capital Outlay					
Equipment & Furniture	\$50,010	\$100,020	\$280,703	\$180,683	35.63%
Total Capital Outlay	\$50,010	\$100,020	\$280,703	\$180,683	35.63%
Total Expenditures	\$104,930	\$954,710	\$4,021,633	\$3,066,923	23.74%
Other Finance (Sources)	-	-	(\$105,703)	(\$105,703)	0.00%
Net Other Financing Sources/Uses	-	-	(\$105,703)	(\$105,703)	0.00%
					-
Net Increase (Decrease)	(\$17,362)	\$269,336	(\$1)	(\$269,337)	0.00%
Equity:					
Governmental Fund Balance	-	(\$1,261,968)	-	\$1,261,968	0.00%

Attachment: Aug PW Committee Report 2021 (Transit Monthly Financial Report)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	September 16, 2021
DEPARTMENT:	Highway
DIRECTOR:	Jon Edgren
PREPARER:	Jon Edgren

Agenda Summary Town of Fredonia 2022/2023 Road Maintenance Contract

BACKGROUND INFORMATION: In March, the Public Works Committee approved the standard 2022/2023 Town Road Maintenance Contracts, and they were distributed to the Towns of Belgium, Fredonia and Grafton in May.

The Town of Fredonia approved the contract as submitted (attached).

ANALYSIS: Given no revisions to the proposed contract, Highway staff has no issues with the Town of Fredonia's Road Maintenance Contract.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Approve the Town of Fredonia 2022/2023 Road Maintenance Contract as submitted.

ATTACHMENTS:

- T-Fredonia - 2022-2023 Road Maint Contract - SIGNED (PDF)

ROAD MAINTENANCE CONTRACT 2022-2023

IN CONSIDERATION of the mutual promises of the parties and for services to be rendered, **OZAUKEE COUNTY HIGHWAY COMMITTEE**, representing Ozaukee County, 121 West Main Street, Port Washington, Wisconsin, hereinafter "County", and **TOWN OF FREDONIA**, hereinafter "Town", AGREE AS FOLLOWS:

ONE: Effective January 1st, 2022 and for two years thereafter, the Ozaukee County Highway Department will perform the following maintenance work on town roads without further direction, instruction or authorization, except where specifically required by this contract. Services to be deleted from this agreement should be **lined out and initialed**. Specific methods, timeframes or other detail **may be written to the right of the respective item**, or submitted to the County via a Memorandum of Understanding (MOU).

Services to be provided under this contract include:

As
Yes No Directed

☐	☐	☐	Guaranteed Work Partnership: Checking "Yes" engages all requirements of Section (2)(5) – Guaranteed Work Partnership.
☒	☐	☐	*Snowplowing and blading of all town roads that meet min. standards
☒	☐	☐	Sanding or salting town roads
☒	☐	☐	Surveillance or patrolling to find hazardous conditions
☒	☐	☐	Replacement or repair of existing traffic signs
☒	☐	☐	Drift prevention by erecting and removing snow fence
☐	☐	☒	Culvert steaming
☒	☐	☐	Picking up trash and debris along roads
☒	☐	☐	Repairing potholes in pavements
☒	☐	☐	Review driveway permits and inspect driveway installations
☒	☐	☐	Inspect new roads for compliance to town specifications
☒	☐	☐	Mowing roadsides two times per year
☒	☐	☐	Grading gravel roads and shoulders
☒	☐	☐	Crack-filling paved roads
☒	☐	☐	Minor ditch cleaning and roadside maintenance
☒	☐	☐	Bridge inspection and report filing
☐	☐	☒	Use of chemicals for weed control
☐	☐	☒	Provide centerline on paved town roads
☒	☐	☐	Plowing snow from private roads or drives that meet minimum standards
☐	☐	☒	Provide dust control on gravel roads with calcium chloride
☐	☐	☒	Cutting trees or brush along town roads
☐	☐	☒	Resurfacing with asphalt mix or sealcoat treatment
☐	☐	☒	Road base reconstruction or major ditching
☐	☐	☒	Erection of new signs, notices or limits
☐	☐	☒	Culvert or bridge replacement
☐	☐	☒	Provide edge-lining on paved town roads
☐	☐	☒	Provide brush pick-up

*Snowplowing services required to receive Guaranteed Work Partnership status.

TWO: The Town agrees to pay for the described maintenance services upon receipt of a monthly invoice and statement, based on the following costs:

1. **Labor.** Actual labor costs, including fringe benefit costs. Labor time shall include that time incidental to accomplishing the specified task and not properly chargeable to another function, such as travel time to a job or time during equipment breakdown.
2. **Machinery.** Machinery shall be charged for the actual time used and shall be charged at the rate set forth by the Machinery Classified Equipment Rates in the Wisconsin Department of Transportation's Highway Maintenance Manual, or as near actual costs as possible. Proper machinery time shall be determined by the operator of the equipment or the foreman on the job.
3. **Material.** Materials will be charged at cost plus any necessary storage or handling costs. The County shall have the right to select materials and the source of materials unless specifically directed otherwise. Material costs will be charged directly from the supplier's invoice or from the monthly County cost printout, if the material is normally held in inventory by the County. Material costs charged directly from the supplier's invoice may be charged in the month following the provided service.
4. **Overhead.** Any Town contracting for winter maintenance services will be charged a portion of the costs for keeping and storing winter maintenance equipment in a ready condition for use in emergencies. This charge is based upon the overall building and ground costs associated with the storage of equipment, and divided among the State, County and locals per their share of equipment revenue. The locals that contract with the County for Snow & Ice control split the local share of storage costs based upon their relative areas.
5. **Guaranteed Work Partnership.** If the Guaranteed Work Partnership is checked "Yes" on Page 1, then the following items are included as part of this contract:
 - a) **Minimum charge.** Notwithstanding the foregoing, the Town agrees to pay the County a minimum of **\$267,000** for services each calendar year under this agreement. The minimum annual charge will be credited for the cost of all labor, machinery, materials and overhead provided by the County to the Town under this agreement during the calendar year. If the Town does not utilize services up to the minimum charge in a calendar year, then the remainder is added to the following year's Maintenance Contract minimum. If no Maintenance Contract is established for the following year, then the remainder will be billed to the Town on the final invoice at the end of the year. If the Town does not utilize services up to the minimum charge in a calendar year, and that occurs two years in a row, then the cumulative remainder will be billed to the Town on the final invoice at the end of the second year.
 - b) **Machinery Rates.** Notwithstanding the foregoing, if a Town is active in the Guaranteed Work Partnership, then Machinery Rates will be reduced per the attached Guaranteed Work Partnership Resolution.
 - c) **Overhead.** Notwithstanding the foregoing, if a Town is active in the Guaranteed Work Partnership, then a credit will be given to offset Overhead fees that are charged as part of each monthly bill.

6. **Services.** Unless directed otherwise, the County shall determine whether the entire project can best be performed by County personnel and equipment or whether a part of the job can best be done by other alternatives. In the event subcontractors or other governmental agencies are used, these costs will be charged directly on the monthly invoice.

Billing by Ozaukee County will be done on a monthly basis. Payment is due thirty (30) days from receipt of the monthly invoice.

7. **Exclusion to Exclusivity of Work Partnership and Minimum Charge Guarantee for County's Inability to Timely Perform.** The Exclusivity Provision contained herein does not limit the Town from obtaining alternative coverage for the road maintenance required by the Town during those time in which the County is unable to provide those services. Therefore, in the event the County cannot perform the maintenance work delineated in Section ONE, above, then the Town may, at its option, assume the maintenance work and engage a private contractor to undertake the maintenance work or services. If approved by the County, any amount paid by the Town for the road maintenance or services performed by the Town or its contractor for the maintenance or services the County did not perform, will then be deducted from the Minimum Charge guarantee, and offset any amount due under this Contract from the Town to the County.

THREE: To allow for the safe use of County equipment, any roadway maintained or plowed by the County should meet the following minimum standards. Specific roadways may require higher standards, and the County may refuse to maintain or plow any Town or private roadway not meeting the specific standards required by the circumstances.

By requesting maintenance or plowing of any roadway, the Town thereby certifies the roadway meets the minimum roadway standards set forth herein:

1. Minimum width of 20 feet and sufficient gravel, asphalt or concrete to prevent a vehicle from getting stuck.
2. Minimum roadway shoulder clear of all obstructions, including but not limited to trees, mailboxes, fences, and buildings, of five feet on each side of the roadway proper, but no less than a total clear width of 24 feet, including roadway and shoulder.
3. A road should have an adequate area to turn around leaving the roadway, usually a turn around with a 45 foot radius is sufficient.
4. The total width of the roadway shall be clear of overhanging branches, trees, structures or wires to a height of 13 feet.

FOUR: The Town hereby agrees to indemnify the County for any and all damage or injury to any persons or property which is in any way attributable to a roadway failing to meet minimum road standards that occurred during standard plowing or maintenance work.

FIVE: Under no circumstances will the County be held responsible for damage to a Town road as a result of typical plowing or maintenance work, or be held responsible for damage to a private road as a result of snowplowing. The Town accepts such responsibility and agrees to indemnify the County for any such claims except for any acts attributed to the County's negligence or its employee's negligence while they are acting within the course and scope of their employment.

SIX: It is mutually agreed by the parties that this contract involves an ongoing agreement between units of government in Ozaukee County. It is intended that past practices will provide guidance in the discharge of responsibilities and services under this contract except where this contract or new statutes provide otherwise.

SEVEN: Termination for Cause: Upon the breach of any of the terms and conditions of the Contract, or upon the County's failure to timely complete the work delineated by the Town to be undertaken in Section One of the Contract, the Town may terminate the Contract if such breach or default continues for a period of 14 days after delivery of a written notice from the Town to the County which reasonably details such breach or default, and have any and all remedies at law or in equity.

OZAUKEE COUNTY, on authority of the
Ozaukee County Public Works Committee

Dated: _____, _____

By _____
Chairman
Public Works Committee

By _____
Jon E. Edgren
Highway Commissioner

TOWN OF FREDONIA, on authority of
the Town Board of Supervisors

Dated: 6/9/21

By _____
Town Chairman

By _____
Town Clerk

N:\Municipalities\Town Maintenance Contract\2022-2023\Town Maint Contract 2022-23 - T-Fredonia.docx

Attachment: T-Fredonia - 2022-2023 Road Maint Contract - SIGNED (Fredonia Road Maint Contract)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: September 16, 2021
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary Highway Reports

ATTACHMENTS:

- Hwy Financials - Sept 2021 (PDF)

Ozaukee County Committee Report
Special Revenue Fund County Roads and Bridges
 For the Seven Months Ending Saturday, July 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	\$1,934,036	\$3,315,491	\$1,381,455	58.33%
Intergovernmental Revenues	\$786,926	\$1,180,389	\$1,631,438	\$451,049	72.35%
Total Revenues	\$1,063,217	\$3,114,425	\$4,946,929	\$1,832,504	62.96%
Expenditures					
Interdepartment Charges	\$938,745	\$2,791,572	\$5,141,300	\$2,349,728	54.30%
Total Operating Expenditures	\$938,745	\$2,791,572	\$5,141,300	\$2,349,728	54.30%
Capital Outlay					
Total Expenditures	\$938,745	\$2,791,572	\$5,141,300	\$2,349,728	54.30%
Other Finance (Sources)	-	-	(\$194,371)	(\$194,371)	0.00%
Net Other Financing Sources/Uses	-	-	(\$194,371)	(\$194,371)	0.00%
Net Increase (Decrease)	\$124,472	\$322,853	-	(\$322,853)	0.00%
<i>Equity:</i>					
Governmental Fund Balance	-	(\$1,646,809)	-	\$1,646,809	0.00%

Attachment: Hwy Financials - Sept 2021 (Hwy Financials - Sept 2021)

