



AGENDA
PUBLIC WORKS COMMITTEE
REGULAR MEETING
THURSDAY, NOVEMBER 16, 2023 – 8:00 AM
HIGHWAY DEPARTMENT - MEETING ROOM
410 SOUTH SPRING 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**
- 2. PROPER NOTICE**
- 3. PUBLIC COMMENTS/CORRESPONDENCE/COMMUNICATIONS**
- 4. APPROVAL OF MINUTES**
 - a. October 19, 2023
- 5. FACILITIES MANAGEMENT**
 - a. *Management/Financial/Informational Reports*
 1. Facilities Financials - Nov 2023
- 6. TRANSIT SERVICES**
 - a. *Action Items:*
 1. Resolution: Ozaukee County Express Service Termination
 - b. *Discussion Items:*
 1. Transit Ridership - November 2023
 - c. *Management/Financial/Informational Reports*
 1. Transit Financials - Nov 2023
- 7. HIGHWAYS**
 - a. *Action Items:*
 1. CTH W (Port Washington Road) & Falls Rd Traffic Signal Agreement
 2. Salt Brine Building Bid Approval
 3. CTH W Plat & Relocation Order (Revised)
 4. CTH W & CTH C Highway Safety Improvement Program (HSIP) Application
 5. CTH C & CTH Y Traffic Study
 - b. *Management/Financial/Informational Reports*
 1. Highway Financials - Nov 2023
- 8. NEXT MEETING DATE**

December 14, 2023
- 9. 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:	November 16, 2023
DEPARTMENT:	County Clerk
DIRECTOR:	Karen Niemuth
PREPARER:	Lisa Henning

Agenda Summary October 19, 2023

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/ 10192023-3317>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/10192023-3317)

PUBLIC WORKS COMMITTEE

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	November 16, 2023
DEPARTMENT:	Facilities Management
DIRECTOR:	Jon Edgren
PREPARER:	Jon Edgren

Agenda Summary Facilities Financials - Nov 2023

ATTACHMENTS:

- Facilities Financials - Nov 2023 (PDF)

PUBLIC WORKS COMMITTEE

Ozaukee County Committee Report
General Fund Facilities Management
 For the Ten Months Ending Tuesday, October 31, 2023
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Interdepartmental Charges	\$5,217	\$52,173	\$64,108	\$11,935	81.38%
Other Revenue	-	\$98	-	(\$98)	0.00%
Total Revenues	\$5,217	\$52,271	\$64,108	\$11,837	81.54%
Expenditures					
Salaries	\$54,275	\$528,521	\$614,203	\$85,682	86.05%
Fringe Benefits	\$20,622	\$198,244	\$188,058	(\$10,186)	105.42%
				1378.00	
Travel/Training	-	\$1,378	\$100	(\$1,278)	%
Supplies	\$8,685	\$68,896	\$108,422	\$39,526	63.54%
Purchased Services	\$37,089	\$324,347	\$435,472	\$111,125	74.48%
Interdepartment Charges	\$1,786	\$30,458	\$44,055	\$13,597	69.14%
Other Expenses	-	\$3,011	\$3,020	\$9	99.70%
Total Operating Expenditures	\$122,457	\$1,154,855	\$1,393,330	\$238,475	82.88%
Capital Outlay					
Equipment & Furniture	-	\$44,962	\$44,900	(\$62)	100.14%
Total Capital Outlay	-	\$44,962	\$44,900	(\$62)	100.14%
Total Expenditures	\$122,457	\$1,199,817	\$1,438,230	\$238,413	83.42%
Net Increase (Decrease)	(\$117,240)	(\$1,147,546)	(\$1,374,122)	(\$226,576)	83.51%

Equity:

Attachment: Facilities Financials - Nov 2023 (Facilities Financials - Nov 2023)

Ozaukee County Committee Report

Special Revenue Fund Fair Grounds

For the Ten Months Ending Tuesday, October 31, 2023

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$9,918	\$99,181	\$119,017	\$19,836	83.33%
Public Charges for Services	\$79,004	\$180,469	\$199,414	\$18,945	90.50%
Interest Revenue	\$3,627	\$3,627	\$10,000	\$6,373	36.27%
Other Revenue	-	\$14	\$3,000	\$2,986	0.47%
Total Revenues	\$92,549	\$283,291	\$331,431	\$48,140	85.48%
Expenditures					
Salaries	\$2,998	\$67,952	\$72,847	\$4,895	93.28%
Fringe Benefits	\$245	\$27,746	\$36,185	\$8,439	76.68%
Travel/Training	-	\$654	\$500	(\$154)	130.80%
Supplies	\$392	\$28,165	\$24,375	(\$3,790)	115.55%
Purchased Services	\$9,191	\$202,525	\$179,799	(\$22,726)	112.64%
Interdepartment Charges	\$298	\$8,523	\$11,473	\$2,950	74.29%
Other Expenses	-	\$5,250	\$6,250	\$1,000	84.00%
Total Operating Expenditures	\$13,124	\$340,815	\$331,429	(\$9,386)	102.83%
Capital Outlay					
Total Expenditures	\$13,124	\$340,815	\$331,429	(\$9,386)	102.83%
					-
Net Increase (Decrease)	\$79,425	(\$57,524)	\$2	\$57,526	2876200 .00%
<i>Equity:</i>					
Governmental Fund Balance	-	(\$235,301)	-	\$235,301	0.00%

Attachment: Facilities Financials - Nov 2023 (Facilities Financials - Nov 2023)

RESOLUTION NO. (ID # 9738)

OZAUKEE COUNTY EXPRESS SERVICE TERMINATION

WHEREAS, Ozaukee County commenced a commuter transit service in 1996, now known as the Ozaukee Commuter Express (OCE) service, with the goal to provide transit services to bring residents between Milwaukee County and Ozaukee County to meet the needs of Ozaukee County employers and residents; and

WHEREAS, declining revenues in 2019 led to reviews of the financial viability of the Ozaukee Commuter Express as ridership had dropped from over 90,000 to less than 60,000 rides per year;

WHEREAS, following the COVID-19 pandemic, the ridership of the Ozaukee Commuter Express service has plummeted to less than 10,000 rides per year; and

WHEREAS, the Ozaukee Commuter Express reduced service in 2023 to three (3) morning routes and four (4) afternoon routes and began utilizing smaller bus sizes to reduce the expected budget by 50%; and

WHEREAS, the Ozaukee County Public Works Committee has deemed the current service model an inefficient use of public funds; and

WHEREAS, the Ozaukee County Public Works Committee has received and reviewed comments from the public and after having had a public hearing, the Public Works Committee recommends that the service be terminated due to decreased use of the service, associated loss of revenue and increased costs;

NOW, THEREFORE, BE IT RESOLVED by the Ozaukee County Board of Supervisors that this Board authorizes the termination of the Ozaukee Commuter Express service.

Dated at Port Washington, Wisconsin, this 6th day of December 2023.

SUMMARY: Authorize the termination of the Ozaukee County Express bus service.

VOTE REQUIRED: Majority

PUBLIC WORKS COMMITTEE

Public Works Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	November 16, 2023
DEPARTMENT:	Highway
DIRECTOR:	Jon Edgren
PREPARER:	Jon Edgren

Agenda Summary Ozaukee County Express Service Termination

BACKGROUND INFORMATION: The Ozaukee County Commuter Express provides fixed-route service between Ozaukee County and downtown Milwaukee during peak commute hours. It began as a project funded through a Congestion Mitigation and Air Quality (CMAQ) grant in 1996, and originally provided freeway service connecting park and rides in Ozaukee County and downtown Milwaukee with a series of coordinated shuttles to bring Milwaukee residents to employment centers in Ozaukee County from the park and ride lots. By 2001, shuttle service only served areas in Mequon, Thiensville and Saukville, and the shuttles were eliminated due to budget cuts by the end of 2008. However, the downtown Commuter Routes continued to operate.

The bus used to serve 9 regular stops in Ozaukee County, including multiple stops on Port Washington Road in Mequon. In Milwaukee, service began at Capital Drive - connecting Ozaukee County to UWM local buses - and continued downtown. The bus operated as MCTS 143, and the schedule as of a couple years ago had 7 runs in the morning from Ozaukee County to Milwaukee, and 7 runs in the afternoon/evening from Milwaukee to Ozaukee County. Riders could pick up the bus at three locations in Ozaukee County.

Due to low Ridership and as part of the review of the 2023 Commuter Express service, the Ozaukee County Public Works Committee (PWC), at their August 2022 meeting, directed staff to reduce the number of runs to 3 in the morning, and 4 in the afternoon. Further, given the likelihood of MCTS no longer seeking to operate the service, we were directed to attempt to utilize smaller buses. These items were included in the Request for Proposals (RFP) for OCE Service in 2023, which was eventually awarded to Go Riteway.

In October of 2023, given continued low Ridership numbers, the PWC directed staff to start the process to terminate the OCE. Eliminating the commuter express bus program is a major service change, and subject to Ozaukee County Transit's service change and Title VI policies. The County is required to hold a public hearing. Final determination to end the service will require a resolution passed by the Ozaukee County Board.

Therefore, we've scheduled a Public Hearing for Tuesday, November 14th, service overview presentation to the County Board on Wednesday, November 15th, and an action item for the PWC on Thursday, November 16th. If the PWC directs staff to terminate OCE, then the item is expected to come before the County Board on Wednesday, December 6th.

ANALYSIS: OCE Ridership did increase in October, which is at least partially due to the

elimination of the Washington County Commuter Express, though it was still lower than October of 2022. However, that is likely because of the closure of the CTH C Park & Ride, which closed due to I-43 Construction in April of 2023 and showed a reduction of Ridership from March to April in 2023. The CTH C Park & Ride is scheduled to re-open in December.

Ozaukee County has funding through COVID relief funds to run the bus without County Levy through the end of 2024, but eliminating the bus would simply allow more COVID relief funds to be used for the Shared Ride Taxi. However, elimination of the Commuter Express would trigger a higher hourly rate for the Shared Ride Taxi, which would cost approximately \$120,000 more per year, but only about \$40,000 of Levy after grants and Ridership fares. The additional Levy wouldn't be required until complete exhaustion of the COVID relief funds, which we anticipate extending into 2025 with Shared Ride Taxi service only.

If OCE is eliminated, the best commuter options for Ozaukee County residents would be the following:

- Wisconsin RIDESHARE: Connects commuters with carpool or Bike Buddy. Most commuter bus users have access to a car. This program connects commuters to share the costs. This is the only alternative that provides service to downtown Milwaukee employment sites without a transfer.
- Shared Ride Taxi to Milwaukee County Transit Services: Ozaukee Shared Ride connects to the Milwaukee County Transit system at three locations along Brown Deer Road. Multiple transfers may be needed to get to downtown Milwaukee.

FISCAL IMPACT: Balance Current Year: -- Next Year's Estimated Cost: --

FUNDING SOURCE: County Levy: -- Non-County Levy (Indicate source): --

RECOMMENDED MOTION: Following discussion, if the PWC believes that the OCE should be terminated, move to terminate Ozaukee County Express, and forward the resolution to the Ozaukee County Board for approval.

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: November 16, 2023
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary Transit Ridership - November 2023

ATTACHMENTS:

- PWC - Transit Ridership - November 2023 (PDF)

PUBLIC WORKS COMMITTEE

OZ CO EXPRESS BUS					
MONTH	SERVICE DAYS IN MONTH	PAX	COST/ TRIP	NET COST/ TRIP	AVG RIDERS/ BUS
January	21	631	\$74.42	\$69.10	4.3
February	20	529	\$80.70	\$75.12	3.7
March	23	634	\$77.44	\$70.13	3.9
April	20	553	\$77.20	\$72.63	3.9
May	22	542	\$86.64	\$80.68	3.5
June	22	517	\$90.83	\$86.93	3.4
July	20	486	\$87.84	\$81.21	3.5
August	23	519	\$94.60	\$90.60	3.2
September	20	449	\$95.08	\$87.64	3.2
October	22	833	\$56.38	\$50.86	5.4
November					
December					

Express Bus Ridership Report															
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Average	
2011	7,812	7,181	8,740	7,810	7,731	7,559	6,826	7,608	7,776	7,933	7,868	7,051	91,895	7,658	
2012	7,446	8,197	8,178	7,652	8,103	7,608	7,222	8,184	7,559	8,716	7,700	7,011	93,576	7,798	
2013	7,680	7,704	7,737	7,834	8,217	7,110	7,432	7,120	7,562	8,490	7,249	6,872	91,007	7,584	
2014	7,292	6,570	7,229	7,495	7,442	7,224	6,890	6,787	7,135	7,135	7,974	6,759	85,932	7,161	
2015	6,774	6,110	6,859	6,629	5,875	6,756	5,985	6,335	6,525	6,798	6,271	6,063	76,980	6,415	
2016	6,255	6,798	7,273	6,779	6,525	6,549	6,150	7,190	6,806	7,058	6,859	6,359	80,601	6,717	
2017	6,829	6,495	7,525	6,595	7,003	6,087	5,068	5,615	5,710	6,236	5,471	4,727	73,361	6,113	
2018	6,018	5,560	5,917	5,595	5,540	4,852	4,748	5,538	4,916	5,789	4,805	3,889	63,167	5,264	
2019	4,062	4,568	4,927	4,804	4,515	3,876	3,934	4,213	4,176	4,855	3,830	3,529	51,289	4,274	
2020	4,420	4,400	2,171	0	0	0	0	0	0	0	0	0	10,991	916	
2021	0	0	0	0	0	0	0	44	526	577	596	471	2,214	185	
2022	89	0	544	811	907	1,028	976	1,068	920	1,042	941	671	8,997	750	
2023	631	529	634	553	542	517	486	519	449	833			5,693	569	
Same month 2023 vs 2022	609.0%	#DIV/0!	16.5%	-31.8%	-40.2%	-49.7%	-50.2%	-51.4%	-51.2%	-20.1%	-100.0%	-100.0%			
Same month 2023 vs 2019	-84.5%	-88.4%	-87.1%	-88.5%	-88.0%	-86.7%	-87.6%	-87.7%	-89.2%	-82.8%	-100.0%	-100.0%			

OZ CO SHARED RIDE TAXI			
MONTH	SERVICE DAYS IN MONTH	TOTAL TRIPS	COST/ TRIP
January	30	7,326	\$20.03
February	28	6,853	\$19.50
March	31	7,678	\$20.07
April	30	6,926	\$17.79
May	30	7,499	\$18.18
June	30	6,761	\$20.07
July	30	6251	\$20.48
August	31	7035	\$18.22
September	29	6714	\$20.01
October	31	7412	\$19.75
November			
December			

Shared Ride Taxi (SRT) Ridership Report															
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Totals	Average	
2010 Monthly Ridership	5,820	5,665	6,795	6,251	5,803	5,858	5,928	5,666	6,353	6,870	6,870	6,709	74,588	6,216	
2011 Monthly Ridership	6,479	5,819	7,561	6,724	6,786	6,433	5,850	6,775	6,872	6,997	6,854	6,736	79,886	6,657	
2012 Monthly Ridership	7,780	7,901	7,811	7,240	7,721	6,875	6,769	7,511	7,193	8,807	7,869	7,274	90,751	7,563	
2013 Monthly Ridership	8,343	7,809	8,221	8,148	8,403	7,356	7,619	7,612	7,727	8,778	8,202	8,102	96,320	8,027	
2014 Monthly Ridership	8,238	9,244	10,091	10,203	10,106	9,204	8,983	8,475	9,004	9,863	8,461	8,719	110,591	9,216	
2015 Monthly Ridership	8,900	8,835	9,812	9,523	9,208	9,030	8,611	8,496	9,070	9,613	8,578	8,837	108,513	9,043	
2016 Monthly Ridership	9,448	9,601	9,968	9,830	9,282	9,172	8,642	9,374	9,345	9,915	9,547	9,445	113,569	9,464	
2017 Monthly Ridership	10,218	9,810	10,512	9,399	9,732	9,222	8,773	9,934	9,543	10,338	9,584	9,214	116,279	9,690	
2018 Monthly Ridership	10,143	9,513	10,122	9,565	9,764	8,805	10,143	9,513	10,122	9,565	9,764	8,805	115,824	9,652	
2019 Monthly Ridership	10,143	9,513	10,122	9,565	9,764	8,805	8,376	9,173	8,746	10,245	9,259	8,424	112,135	9,345	
2020 Monthly Ridership	9,024	8,706	6,011	2,549	2,717	4,275	5,135	5,205	5,926	6,155	5,308	5,456	66,467	5,539	
2021 Monthly Ridership	5,568	6,103	6,443	6,396	5,814	6,140	5,770	6,022	5,970	6,083	5,924	6,194	72,427	6,036	
2022 Monthly Ridership	6,091	6,263	5,783	6,429	6,097	6,328	5,924	7,163	7,134	7,248	6,852	6,453	77,765	6,480	
2023 Monthly Ridership	7,326	6,853	7,678	6,926	7,499	6,761	6,251	7,035	6,714	7,412			70,455	7,046	
Same month 2023 vs 2022	20.3%	9.4%	32.8%	7.7%	23.0%	6.8%	5.5%	-1.8%	-5.9%	2.3%	-100.0%	-100.0%			
Same month 2023 vs 2019	-27.8%	-28.0%	-24.1%	-27.6%	-23.2%	-23.2%	-25.4%	-23.3%	-23.2%	-27.7%	-100.0%	-100.0%			

MONTH	TOTAL TRIPS	INVOICE	LESS FARES
January	7,326	\$162,197.00	\$146,767.10
February	6,853	\$148,708.00	\$133,658.65
March	7,678	\$168,941.50	\$154,110.61
April	6,926	\$142,095.10	\$123,233.35
May	7,499	\$152,211.85	\$136,359.85
June	6,761	\$149,843.05	\$135,676.15
July	6251	\$141,881.25	\$127,994.18
August	7035	\$157,656.80	\$128,198.05
September	6714	\$150,714.90	\$134,354.40
October	7412	\$163,644.60	\$146,413.85
November			
December			

Shared Ride Taxi (SRT): Cross-County Trips															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Average	
2021	N/A	N/A	N/A	82	80	136	156	125	102	132	126	93	1,032	115	
2022	149	140	191	201	201	179	159	211	198	208	165	182	2,184	182	
2023	215	202	212	169	181	182	183	231	239	219				203	
Same month 2022 vs 2023	44%	44%	11%	-16%	-10%	2%	15%	9%	21%	5%	-100%	-100%			

Attachment: PWC - Transit Ridership - November 2023 (Transit Ridership - Nov 2023)

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	November 16, 2023
DEPARTMENT:	Transit
DIRECTOR:	Jon Edgren
PREPARER:	Jon Edgren

Agenda Summary Transit Financials - Nov 2023

ATTACHMENTS:

- Transit Financials - Nov 2023 (PDF)

PUBLIC WORKS COMMITTEE

Ozaukee County Committee Report

Special Revenue Fund Transit Services

For the Ten Months Ending Tuesday, October 31, 2023

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$20,217	\$202,165	\$242,598	\$40,433	83.33%
Intergovernmental Revenues	-	\$1,795,417	\$2,565,926	\$770,509	69.97%
Public Charges for Services	\$235,658	\$427,581	\$524,500	\$96,919	81.52%
Fines/Forfeitures/Penalties	-	-	\$6,300	\$6,300	0.00%
Interest Revenue	\$1,396	\$11,772	-	(\$11,772)	0.00%
Other Revenue	\$2,045	\$2,057	\$783,086	\$781,029	0.26%
Total Revenues	\$259,316	\$2,438,992	\$4,122,410	\$1,683,418	59.16%
Expenditures					
Salaries	\$8,084	\$102,955	\$182,031	\$79,076	56.56%
Fringe Benefits	\$2,295	\$22,078	\$60,599	\$38,521	36.43%
Travel/Training	\$575	\$575	\$4,500	\$3,925	12.78%
Supplies	\$5,194	\$185,550	\$273,009	\$87,459	67.96%
Purchased Services	\$425,605	\$2,016,363	\$2,835,334	\$818,971	71.12%
Interdepartment Charges	\$4,459	\$155,893	\$171,810	\$15,917	90.74%
Other Expenses	-	\$38,163	\$39,363	\$1,200	96.95%
Total Operating Expenditures	\$446,212	\$2,521,577	\$3,566,646	\$1,045,069	70.70%
Capital Outlay					
Equipment & Furniture	-	\$188,055	\$588,936	\$400,881	31.93%
Total Capital Outlay	-	\$188,055	\$588,936	\$400,881	31.93%
Total Expenditures	\$446,212	\$2,709,632	\$4,155,582	\$1,445,950	65.20%
Net Increase (Decrease)	(\$186,896)	(\$270,640)	(\$33,172)	\$237,468	815.87%
<i>Equity:</i>					
Governmental Fund Balance	-	(\$2,262,350)	(\$33,177)	\$2,229,173	6819.03%

Attachment: Transit Financials - Nov 2023 (Transit Financials - Nov 2023)

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: November 16, 2023
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary CTH W (Port Washington Road) & Falls Rd Traffic Signal Agreement

BACKGROUND INFORMATION: Ozaukee County has jurisdiction of the CTH W (Port Washington Road) & Falls Road intersection, which is on the boundary of the Village and Town of Grafton. It's been an intersection that's generated some complaints about wait times and potential accidents in the past.

However, reviewing the accident data from 2017 to 2022, it shows only five (5) accidents, which is pretty low given the volume of traffic. Therefore, it wouldn't meet criteria for potential Wisconsin Department of Transportation's (WisDOT) Highway Safety Improvement Program (HSIP) grants that we've previously received for CTH V & CTH W and CTH NN & CTH Y intersections.

Given Village of Grafton developments along the west side of CTH W, and upcoming development on the northeast corner of CTH W & Falls Rd and a new subdivision along the east side of CTH W, the Village's Traffic Impact Analysis (TIA) shows the need for Traffic Control at the intersection as the area further develops.

Therefore, the Village of Grafton is interested in pushing forward with a Traffic Signal installation, and is asking for Ozaukee County to partner in cost-sharing for the project, and for Ozaukee County to take over ownership of the Traffic Signals upon completion. (See attached proposed Intergovernmental Agreement.)

ANALYSIS:

Ozaukee County does have some history with cost-sharing with local communities in the growth of our Highways as part of local development. In 2013, we entered into an agreement with the Village of Grafton on the expansion of CTH W as part of the Meijer development, and contributed about \$120,000 out of a \$1,500,000 project. However, our cost share was based upon 10% inclusion on highway related items, but not including traffic signals.

Also, a few years ago, Ozaukee County had the City of Mequon accept ownership of a proposed Traffic Signal along CTH W at County Line Road since the Traffic Signal didn't meet warrants, but the City of Mequon wanted to have the Traffic Signals installed regardless.

In this case, given the expected full build out of the local developments will necessitate Traffic Signals, we recognize our inclusion in the project cost-share. That being said, I would typically view our portion akin to a WisDOT grant which would be 10% (\$75,000) to 20% (\$150,000) of the project costs versus the requested 27.4% (\$200,000).

FISCAL IMPACT: Balance Current Year: \$200,000 Next Year's Estimated Cost: --

FUNDING SOURCE: County Levy: X Non-County Levy: -- Indicate source: --

RECOMMENDED MOTION: Following discussion of the PWC, recommend approval of the agreement, pending Corporation Counsel review, for a funding limit as discussed.

ATTACHMENTS:

- Port Washington Rd & Falls Rd - Traffic Signals Intermunicipal Agreement - 8-30-23 (PDF)

PUBLIC WORKS COMMITTEE

**INTERGOVERNMENTAL AGREEMENT AMONG THE VILLAGE OF GRAFTON,
TOWN OF GRAFTON, AND OZAUKEE COUNTY REGARDING THE DESIGN,
CONSTRUCTION, MAINTENANCE, AND REPAIRS OF IMPROVEMENTS TO THE
INTERSECTION OF PORT WASHINGTON ROAD (CTH W) AND FALLS ROAD
Draft: August 30, 2023**

This Intergovernmental Agreement (“Agreement”) is made by and among the Village of Grafton, a Wisconsin Municipal Corporation (“Village”), the Town of Grafton (“Town”), and Ozaukee County pursuant to Wis. Stats. § 66.0301. The purpose of this Agreement is for the Village, Town, and County to set forth a design, construction, maintenance and repair plan and efficiently complete the future installation of a traffic signal at the intersection of Port Washington Road (CTH W) and Falls Road (“Purpose”).

RECITALS

WHEREAS, the intersection of Port Washington Road (CTH W) and Falls Road is an existing two-way stop control under the jurisdiction of Ozaukee County; and

WHEREAS, the Village of Grafton recently conditionally approved the Farmstead on Falls development with 172 apartment units at the northeast corner of the intersection and the Seasons at Grafton development with 280 apartment units south of the intersection; and

WHEREAS, the recently developed Blue Stem and River Bend Meadows Subdivisions, with 121 and 110 new single family homes respectively, are located west and south of the intersection; and

WHEREAS, a Traffic Impact Analysis for the Farmstead on Falls development dated August 8, 2022 and updated on April 14, 2023 for the Seasons at Grafton development included a traffic signal warrant analysis and determined that MUTCD signal Warrant 1 and Warrant 2 are expected to be met with the Year 2023 Build traffic volumes (including existing background traffic volumes) and traffic signals are recommended to be installed at the intersection to accommodate existing and future traffic and mitigate delays (“Improvements”); and

WHEREAS, the Town of Grafton future Town Hall is located at the northwest corner of the intersection; and

WHEREAS, the Village, Town, and County desire to set forth the procedures, terms, and conditions by which the Parties will apportion the authority and responsibility for the intersection improvements, and their respective joint municipal responsibilities related to construction, maintenance, repairs, and future reconstruction.

NOW THEREFORE, based upon the foregoing recitals, the mutual covenants and responsibilities contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I NATURE OF THIS AGREEMENT

- A. Intergovernmental Cooperation. This Agreement is entered into pursuant to and in accordance with the provisions of Wis. Stat. § 66.0301(2); it shall be liberally construed and enforced in favor of cooperative action between the Parties. The Parties agree the adoption of this agreement does not determine all or any portion of the common boundary line between the Parties.
- B. Effective Date. The "Effective Date" for purposes of this Agreement shall be the date of the final Party's execution of this Agreement.
- C. Recitals Adopted. The Recital paragraphs set forth above shall be adopted into this Agreement as if set forth in full herein.

ARTICLE II DESIGN AND CONSTRUCTION OF IMPROVEMENTS

- A. The Village will serve as the lead agency for the design, public bidding, and construction, and installation of the Improvements of this Agreement. The Village will provide the design, contractor selection, inspection, and construction administration for the project and have authority over start and end dates.
- B. Ozaukee County will review the design and provide input on the plans and specifications. Final design, plans, and specifications shall be reviewed and approved by the Village and the County. The Village and the County will jointly review and approve any changes to the plans made after the project has been bid out.
- C. The Village will share the design plans prior to public bidding with the Town of Grafton (and other stakeholders upon request) for informational purposes.
- D. The Village will schedule periodic status meetings during the design and construction phases of the project. All parties to this Agreement may attend such meetings.
- E. The Village, its officers, employees, contractors, agents, and assigns shall be granted access at all reasonable times to the intersection right-of-way for the Purpose set forth herein. The County and Town shall reasonably cooperate with the construction, which shall include, but is not necessarily limited to, assisting in traffic control, safety, and notices to adjacent or impacted landowners.
- F. At the time of execution of this Agreement and based upon the commencement of construction of the Farmstead on Falls and the Seasons at Grafton, the Village intends to make good faith efforts to complete the design phase of the project by June 1, 2024. It is the Village's intent to complete the construction phase of the

project within a reasonable timeframe following completion of footings and foundation of the Farmstead on Falls and/or the Seasons at Grafton. In no event shall the Village be obligated to proceed with the construction phase unless and until construction of footings and foundations commences on the Farmstead on Falls and/or the Seasons at Grafton.

ARTICLE III DIVISION OF COSTS OF IMPROVEMENTS

- A. The total estimated cost for this project is \$730,000; this amount should be used for planning purposes only. Final costs will be determined in 2024 based on engineering and design. All project costs including but not limited to design, engineering, construction, inspection, and project oversight shall be shared based on the proportion of traffic set forth below through the intersection (per The Seasons at Grafton Multifamily Development Traffic Impact Analysis April 14, 2023) as follows:

Entity	Cost Share
Village of Grafton	55.0%
Ozaukee County	27.4%
The Farmstead on Falls – Colony M T 2022 LLC	10.3%
The Seasons at Grafton – HEP LLC	6.8%
Town of Grafton	0.5%

- B. All costs shall be initially paid by the Village. Unless otherwise agreed, the Entities' cost share of the total project costs shall be paid by those Parties within 60 days of the Village sending a summary of actual final construction costs. For budgeting purposes, the Village estimates construction completion, and cost share payments to paid in 2025.

ARTICLE IV FUTURE INTERSECTION REPAIRS AND MAINTENANCE

- A. Upon completion and acceptance of the traffic signal improvements, the County shall be responsible for all future repairs and maintenance.

ARTICLE V MISCELLANEOUS

- A. Amendments. This Agreement and the Highway Order may be amended in writing, from time to time, by mutual consent of both Parties.
- B. Notices. All notices required under this Agreement and the Highway Order must be served, either personally or by certified mail, upon the Parties' respective municipal clerks.

- C. **Enforceability and Compliance with Laws.** The Parties have entered into this Agreement under the authority of Section 66.0301(2) of the Wisconsin Statutes. Its enforceability will not be affected by statutory amendments, changes in the forms of government, or changes in elected officials. The Parties agree that this Agreement shall be construed so as to be binding upon the Parties' respective officials, employees, successors and agents. This Agreement is consistent with all known state and federal laws and administrative rules and regulations. This Agreement shall be governed by the laws of the State of Wisconsin.
- D. **Complete Agreement.** This Agreement is the complete agreement of the Parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement may be recorded with Register of Deeds for Ozaukee County. This Agreement may be used in litigation and may be introduced into evidence by any of the Party without objection in any action to enforce the terms of this Agreement.
- E. **No Waiver.** The failure of a Party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the Parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by all affected Parties. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of the Party that did not sign the waiver or release. In no event shall any terms or conditions of this Agreement be deemed or interpreted as a waiver by the Village or its insurer of any Statutory immunities, defenses, or other rights provided by law, including, but not limited to, notice rights under Chapter 893, Wis. Stats., damage limitations and statutory immunities or any kind. To the extent that indemnification is available and enforceable, neither the Village nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- F. **Performance Standard.** This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld.
- G. **No Third-Party Beneficiary.** This Agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants any third-party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement.
- H. **Construction.** This Agreement shall be liberally construed to accomplish its intended

purposes. The Parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

- I. Recitals. The Recitals, above, are deemed true and accurate and adopted as if set forth in full herein.
- J. Mutual Hold Harmless, Indemnification and Release. All Parties shall indemnify, release and hold harmless all other Parties, their agents, contractors, officers and employees, from all suits, actions or claims or costs of any kind, including actual reasonable attorney's fees, brought because of any injuries or damages received or sustained by any person, or persons or property, on account of or related to work undertaken by a Party under this Agreement or because of any act, omission, neglect, intentional act or negligence of Party or their inspectors, agents, officers or employees; or because of any claims or amounts arising or recovered under the Worker's Compensation Act relating to employees of the Party; or any other law, ordinance, order or decree relating to the work done pursuant to the Agreement.
- K. Severable Provisions. If any clause, provision, or section of this Agreement is declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect the remaining provisions
- L. Notices. All notices and demands by either party to the other shall be either personally served or given in writing and sent by U.S. certified mail, postage prepaid and addressed. Any party may, upon prior notice to the other, specify a different address for giving of the notices called for hereunder.

TO VILLAGE:
 Village Administrator
 Village of Grafton
 860 Badger Circle
 Grafton, Wisconsin 53024

TO COUNTY:

TO TOWN:

VILLAGE OF GRAFTON

Daniel Delorit, Village President

Date: _____

ATTEST:

Kaity Olsen, Village Clerk

Date: _____

DRAFT

TOWN OF GRAFTON

Lester Bartel, Town Chairman

Date: _____

ATTEST:

Sara Jacoby, Town Clerk

Date: _____

DRAFT

OZAUKEE COUNTY

Jason Dzwinel, County Administrator

Date: _____

ATTEST:

Karen Niemuth, County Clerk

Date: _____

DRAFT

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: November 16, 2023
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary Salt Brine Building Bid Approval

BACKGROUND INFORMATION: The Ozaukee County Highway Department was approved for a Salt Brine Building project as part of the County Board's American Rescue Plan Act (ARPA) funding, and contracted with Kueny Architects Salfor the design of the project at the Public Works Committee meeting in June of 2023.

ANALYSIS: Kueny Architects put the project out for bid in October, and had a pre-bid meeting at the Highway Shop on Thursday, November 2nd, which was well attended.

Bids are due on Tuesday, November 14th at 2pm, and we will bring the bids with a recommendation forward at the Public Works Committee meeting.

FISCAL IMPACT: Balance Current Year: \$600,000 Next Year's Estimated Cost: --

FUNDING SOURCE: County Levy: -- Non-County Levy: X

Indicate source: ARPA Funds

RECOMMENDED MOTION: Approve the Salt Brine Building Bid as recommended by staff.

PUBLIC WORKS COMMITTEE

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: November 16, 2023
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary CTH W Plat & Relocation Order (Revised)

BACKGROUND INFORMATION: Ozaukee County is in the design phase of the CTH W (STH 33 to Mink Ranch Road) Reconstruction project, which utilizes funds through the Wisconsin Department of Transportation (WisDOT) Local Road Improvement - Supplementary (LRIP-S) and County Highway Improvement - Supplementary (CHI-S) programs.

Based upon our desire to create separation between the highway and the Milwaukee River as part of the design review, we are recommending acquiring additional right-of-way (ROW) through Fee Acquisition and some Temporary Limited Easements (TLE) to allow grading to occur for highway side slopes. (See attached Plat and Relocation Order.)

As we're utilizing WisDOT funds to pay for more than 60% of the project, we need to follow State policies for obtaining the ROW. Therefore, the first step is approval of the Plat & Relocation Order, so our ROW Acquisition Specialist can begin negotiations with the landowners.

ANALYSIS: The Public Works Committee approved this Plat & Relocation Order on March 16, 2023. However, in order to avoid potential building impacts on the southern portion of the project, the ROW was minimized in the curb & gutter section of the project. Therefore, we needed to bring the Plat & Relocation Order back for re-approval.

FISCAL IMPACT: Balance Current Year: -- Next Year's Estimated Cost: --

FUNDING SOURCE: County Levy: -- Non-County Levy (Indicate source): --

RECOMMENDED MOTION: Approve the Plat and Relocation Order as presented.

ATTACHMENTS:

- CTH W - Final Plat - 11-08-23 - 11x17 (PDF)
- CTH W - Relocation Order - 11-8-23 (PDF)

PUBLIC WORKS COMMITTEE

CONVENTIONAL SYMBOLS

SECTION LINE	----	SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	●
QUARTER LINE	----	SECTION CORNER MONUMENT		NON-MONUMENTED R/W POINT	○
SIXTEENTH LINE	----	GEODETIC SURVEY MONUMENT		FOUND IRON PIN (1-INCH UNLESS NOTED)	IP ●
NEW REFERENCE LINE	----	SIXTEENTH CORNER MONUMENT		SIGN	
NEW R/W LINE	----	OFF-PREMISE SIGN		COMPENSABLE	NON-COMPENSABLE
EXISTING R/W OR HE LINE	----	ELECTRIC POLE		TELEPHONE POLE	
PROPERTY LINE	----	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)		ACCESS RESTRICTED BY ACQUISITION	
LOT, TIE & OTHER MINOR LINES	----	NO ACCESS (BY STATUTORY AUTHORITY)		ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	
SLOPE INTERCEPT	----	NO ACCESS (NEW HIGHWAY)		PARCEL NUMBER 25	UTILITY NUMBER 40
CORPORATE LIMITS	----	PARALLEL OFFSETS			
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)	----				
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	----				
TEMPORARY LIMITED EASEMENT AREA	----				
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	----				
TRANSMISSION STRUCTURES	----				
BUILDING TO BE REMOVED	----				
BRIDGE	----				
CULVERT	----				

CONVENTIONAL UTILITY SYMBOLS

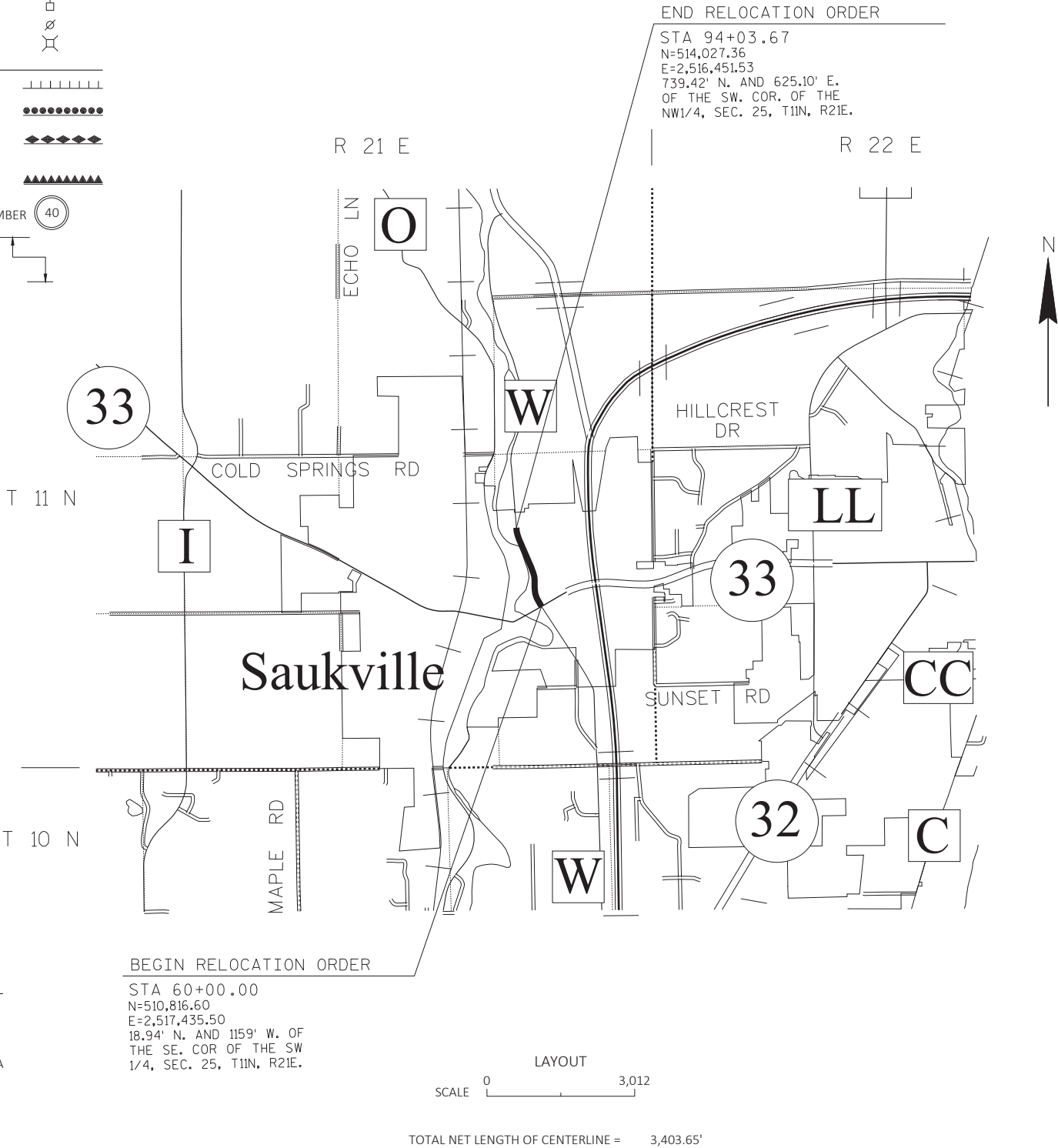
WATER	----
GAS	----
TELEPHONE	----
OVERHEAD TRANSMISSION LINES	----
ELECTRIC	----
CABLE TELEVISION	----
FIBER OPTIC	----
SANITARY SEWER	----
STORM SEWER	----
ELECTRIC TOWER	----

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS (100')	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT	RDE
CERTIFIED SURVEY MAP	CSM	EASEMENT	
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SQUARE FEET	SF
DOCUMENT NUMBER	DOC	STATE TRUNK HIGHWAY	STH
EASEMENT	EASE	STATION	STA
EXISTING	EX	TELEPHONE PEDESTAL	TP
GAS VALVE	GV	TEMPORARY LIMITED	TLE
GRID NORTH	GN	EASEMENT	
HIGHWAY EASEMENT	HE	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
LAND CONTRACT	LC	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB



R/W PROJECT NUMBER 2210149	SHEET NUMBER 4.01	TOTAL SHEETS 7
CONSTRUCTION PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR CTH W E GREENBAY AVE. TO E SCHOWALTER ST.		
CTH W		OZAUKEE COUNTY

NOTES:

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (WSPCS), NAD 27 (9D) SOUTH ZONE.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORD.

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION CONTACT THE PLANNING DEPARTMENT OF OZAUKEE COUNTY.

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

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

ORIGINAL PLAT PREPARED BY	
	16745 W. Bluemound Road, Brookfield WI 53005 262-781-1000 Fax 262-781-8466 www.raSmithnational.com
DATE: 2/10/2023	 LAND SURVEYOR
OZAUKEE COUNTY DEPARTMENT OF TRANSPORTATION	
APPROVED FOR THE DEPARTMENT	
DATE: _____ (Signature)	

REVISION DATE
4/18/2023
5/25/2023
11/6/2023

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS' NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO OZAUKEE COUNTY.

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

4

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES	R/W REQUIRED ACRES			TOTAL REMAINING ACRES	T.L.E. TEMP. ACRES	P.L.E. PERM. ACRES	PARCEL NUMBER
					NEW	EXISTING	TOTAL				
1(4)	4.04	HOFFMAN HOUSE HOTEL	TLE	0.43	-	-	-	0.43	0.012	-	1(4)
2(4)	4.04	EDDIES SERVICE INC.	TLE	0.39	-	0.114	0.114	0.276	0.021	-	2(4)
3(4)	4.04	JEFFREY A. SMITH, AMY L. SMITH	TLE	0.49	-	0.061	0.061	0.429	0.030	-	3(4)
4(4)	4.04	DELORES KESSNER, DAVID J. SCHROEDER	FEE, TLE	5.19	0.025	0.109	0.134	5.056	0.009	-	4(4)
5	4.04	MICHAEL R STROEDE, BARBARA A. STROEDE	FEE, TLE	1.61	0.118	0.556	0.674	0.936	0.053	-	5
6(4)	4.04	ELIMINATED	-	-	-	-	-	-	-	-	6(4)
7(4)	4.04	ELIMINATED	-	-	-	-	-	-	-	-	7(4)
8(4)	4.04	SUBURBAN MOTORS OF GRAFTON WI.	TLE	0.19	-	-	-	0.19	0.012	-	8(4)
9(4)	4.04	EDDIES SERVICE INC.	TLE	0.57	-	0.115	0.115	0.455	0.058	-	9(4)
10	4.04	BRIAN G. PIERRINGER, JASON F. KLOPP, STEVE W. SEIFERT	FEE, TLE	7.05	0.077	0.371	0.448	6.602	0.020	-	10
11	4.05	VILLAGE OF SAUKVILLE	FEE, TLE	3.54	0.026	0.124	0.150	3.39	0.009	-	11
12	4.05	MARY ANN SOLOMON	FEE, TLE	3.71	0.027	0.128	0.155	3.555	0.035	-	12
13	4.05&4.06	LUKE CHECK, KATE CHECK	FEE, TLE	51.24	0.238	1.821	2.059	49.181	0.840	-	13
14	4.06	SCOTT R. FISCHER	FEE, TLE	3.95	0.034	0.161	0.195	3.916	0.069	-	14
15	4.06	JEFFREY B. KIMBALL II, NICOLE A. KIMBALL	FEE, TLE	1.68	0.038	0.179	0.217	1.642	0.064	-	15
16	4.07	JULAINE K BUCHHEISTER, SCOTT A. BUCHHEISTER	FEE, TLE	0.33	0.013	0.061	0.074	0.256	0.015	-	16
17	4.07	RANDY G. GUIDINGER, MARCIA A. GUIDINGER	FEE, TLE	0.30	0.013	0.061	0.074	0.226	0.015	-	17
18	4.07	ELIZABETH L. WEDEREIT	FEE, TLE	0.83	0.029	0.136	0.165	0.801	0.025	-	18
19(4)	4.07	JOHN R. SCHANTZ	FEE, TLE	5.35	0.076	0.360	0.436	4.914	0.022	-	19(4)
UTILITY NUMBER	SHEET	NAME	INTEREST								
101	4.04,4.05,4.06,4.07	WE ENERGIES-ELECTRIC	RELEASE OF RIGHTS								
102	4.04,4.07	WE ENERGIES-GAS	RELEASE OF RIGHTS								

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Attachment: CTH W - Final Plat - 11-08-23 - 11x17 (CTH W Plat)

REVISION DATE	_____	_____	_____	_____
4/18/2023	_____	_____	_____	_____
5/25/2023	_____	_____	_____	_____
11/6/2023	_____	_____	_____	_____

DATE	02/10/2023
GRID FACTOR	0.99989524



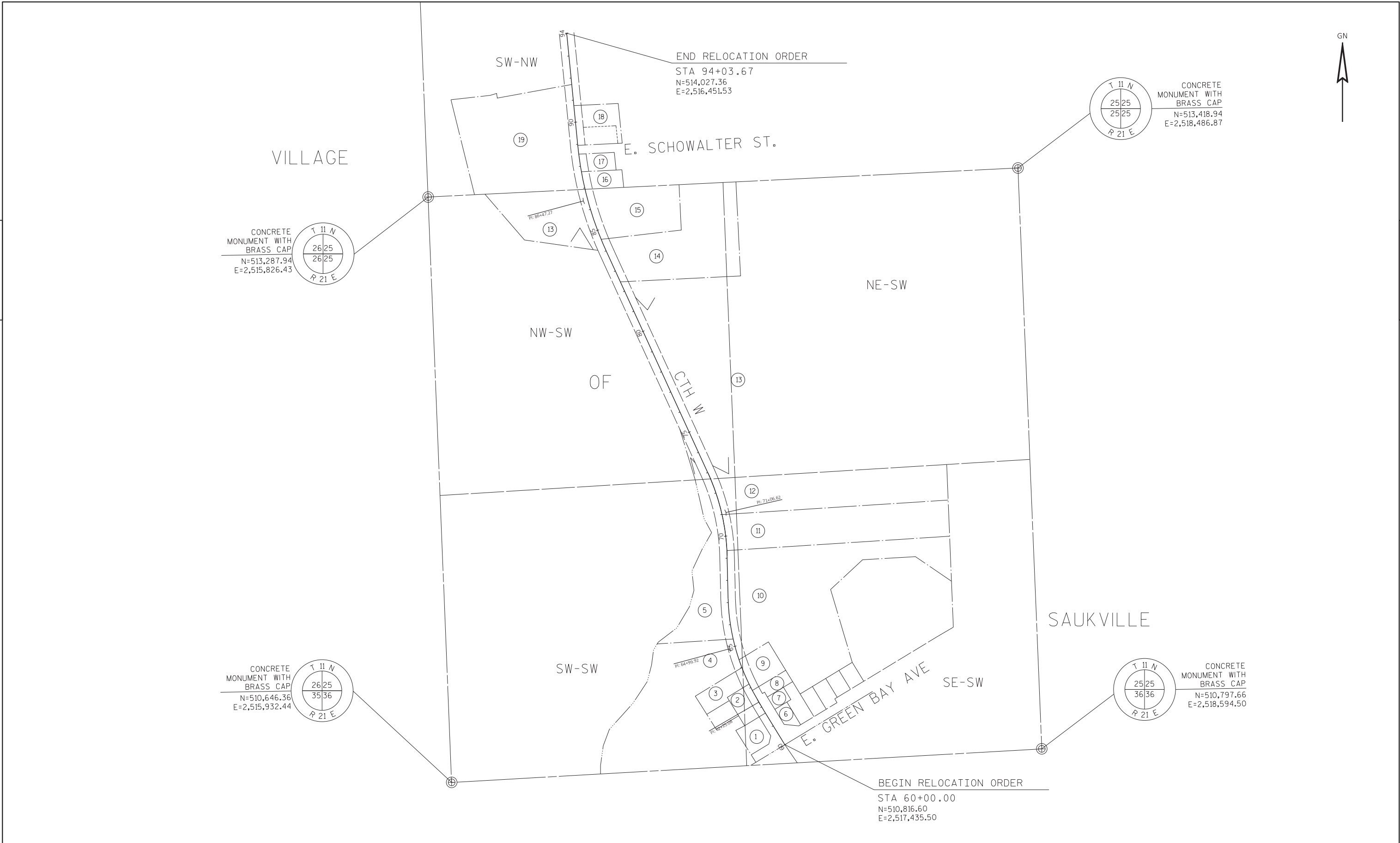
HWY:	CTH W
COUNTY:	OZAUKEE

STATE R/W PROJECT NUMBER	2210149
CONSTRUCTION PROJECT NUMBER	

PLAT SHEET	4.02
PS&E SHEET	_____

E

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4
Attachment: CTH W - Final Plat - 11-08-23 - 11x17 (CTH W Plat)

REVISION DATE 4/18/2023 5/25/2023 11/6/2023	DATE 02/10/2023		SCALE, FEET 	HWY: CTH W	STATE R/W PROJECT NUMBER 2210149	PLAT SHEET 4.03	E
	GRID FACTOR 0.99989524			COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER	PS&E SHEET	

4

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Attachment: CTH W - Final Plat - 11-08-23 - 11x17 (CTH W Plat)

TLE STATION OFFSET		
POINT	STATION	OFFSET
T700	60+67.14	38.00'
T702	61+67.73	38.00'
T703	61+77.02	38.00'
T704	62+73.12	38.00'
T705	63+13.90	44.98'
T706	63+89.34	54.32'
T707	63+99.00	56.00'
T708	64+32.60	40.00'
T713	62+51.45	44.89'
T714	62+51.57	48.00'
T715	62+73.12	48.00'
T716	62+87.83	48.00'
T717	64+25.00	48.00'
T718	64+25.00	59.00'
T719	64+50.62	59.00'
T720	64+47.12	45.00'
T721	66+27.00	45.00'
T722	66+27.00	40.00'

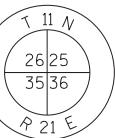
R/W STATION OFFSET		
POINT	STATION	OFFSET
300	60+67.14	33.00'
303	61+67.74	33.00'
305	62+73.12	33.00'
306	63+14.94	33.00'
307	63+91.71	40.00'
308	63+92.90	33.00'
309	65+40.11	40.00'
310	65+39.07	33.00'
311	67+18.01	40.00'
312	67+18.01	33.00'
313	62+50.98	33.00'
317	62+86.93	33.00'
318	62+73.12	33.00'
319	64+44.22	33.00'
320	64+45.90	40.00'
321	67+18.01	40.00'
322	67+18.01	33.00'
324	61+77.02	33.00'

101 WE ENERGIES-ELEC
6' ELECTRIC EASEMENT
DOC.810417
PARCEL 1

NO RECORD OF
EASEMENT
PARCELS 2,3,8,&9

102 WE ENERGIES-GAS
NO RECORD OF
EASEMENT
PARCEL 1&2

CONCRETE
MONUMENT WITH
BRASS CAP
N=510,646.36
E=2,515,932.44



C1
L:73.96'
R:2108.33'
LCB:N30°28'32"W
LCH:73.96'

C2
L:22.14'
R:2108.33'
LCB:N29°10'11"W
LCH: 22.14'

C3
L:96.10'
R:2108.33'
LCB:N30°10'29"W
LCH: 96.09'

C4
L:44.82'
R:928.00'
LCB:N27°29'07"W
LCH:44.82'

C5
L:163.51'
R:928.00'
LCB:N23°37'10"W
LCH:151.41'

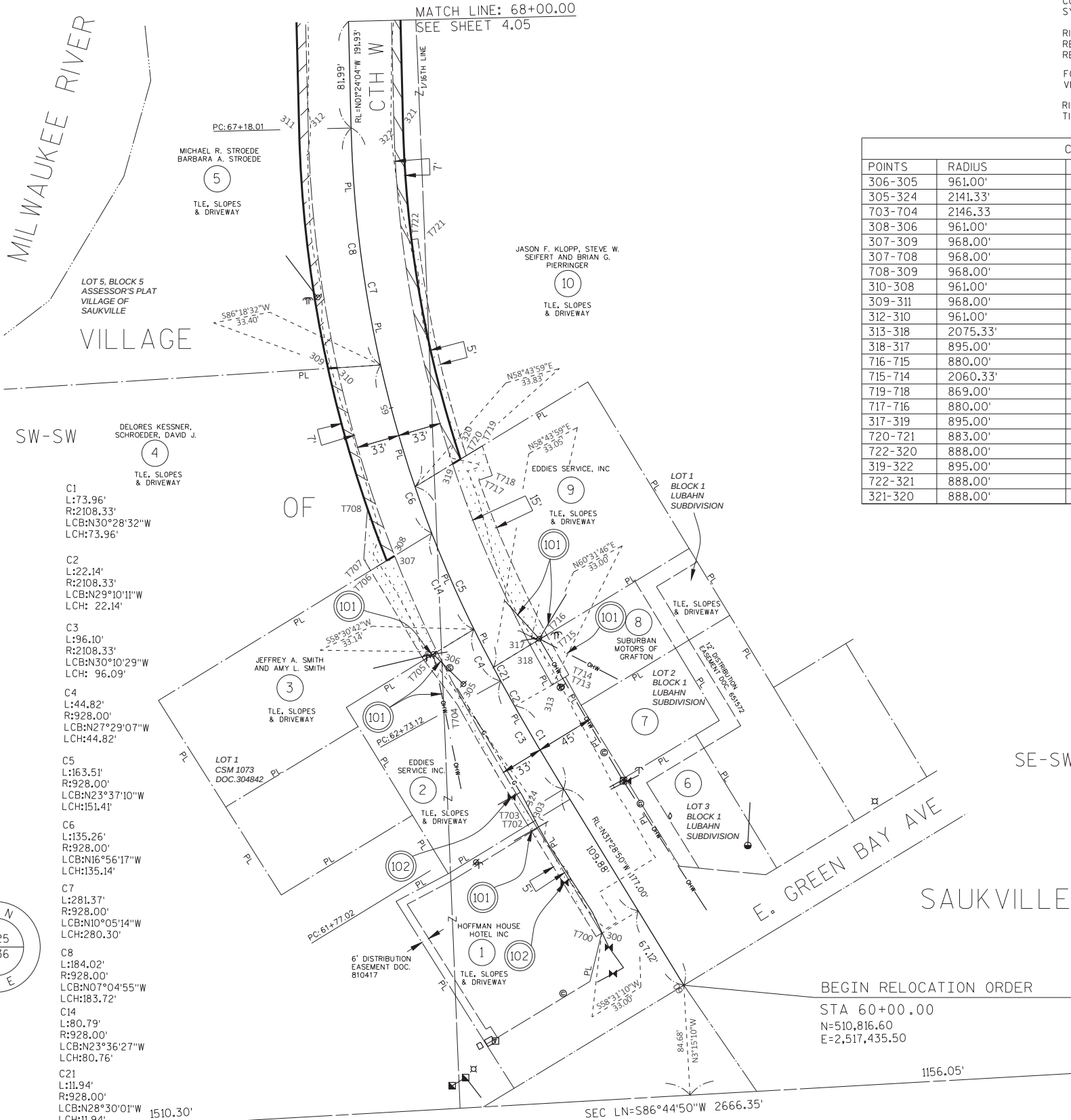
C6
L:135.26'
R:928.00'
LCB:N16°56'17"W
LCH:135.14'

C7
L:281.37'
R:928.00'
LCB:N10°05'14"W
LCH:280.30'

C8
L:184.02'
R:928.00'
LCB:N07°04'55"W
LCH:183.72'

C14
L:80.79'
R:928.00'
LCB:N23°36'27"W
LCH:80.76'

C21
L:11.94'
R:928.00'
LCB:N28°30'01"W
LCH:11.94'



NOTES:

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (WSPCS), NAD 27 (9D) SOUTH ZONE.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORD.

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION CONTACT THE PLANNING DEPARTMENT OF THE VILLAGE OF SAUKVILLE.

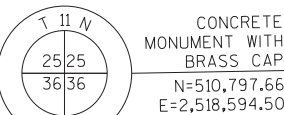
RIGHT-OF-WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.



CURVE TABLE				
POINTS	RADIUS	DIST.	CH BEARING	CH DIST.
306-305	961.00'	43.31'	S27°34'41"E	43.30'
305-324	2141.33'	97.61'	S30°10'29"E	97.60'
703-704	2146.33	97.83'	N30°10'29"W	97.83'
308-306	961.00'	80.74'	S23°52'49"E	80.71'
307-309	968.00'	154.79'	N16°57'57"W	154.63'
307-708	968.00'	42.64'	N20°17'05"W	42.64'
708-309	968.00'	112.15'	N15°42'13"W	112.08'
310-308	961.00'	151.37'	S16°57'40"E	151.22'
309-311	968.00'	185.57'	N06°53'34"W	185.28'
312-310	961.00'	185.29'	S06°55'29"E	185.01'
313-318	2075.33'	21.79'	N29°10'11"W	21.79'
318-317	895.00'	13.32'	N28°26'33"W	13.32'
716-715	880.00'	13.95'	S28°24'53"E	13.95'
715-714	2060.33'	21.06'	S29°09'42"E	21.06'
719-718	869.00'	23.99'	S18°42'03"E	23.99'
717-716	880.00'	130.08'	S23°43'34"E	129.96'
317-319	895.00'	151.70'	N23°09'38"W	151.51'
720-721	883.00'	171.15'	S12°34'22"E	170.89'
722-320	888.00'	173.29'	S12°36'38"E	173.01'
319-322	895.00'	264.05'	N09°51'11"E	263.09'
722-321	888.00'	87.08'	N04°12'38"W	87.05'
321-320	888.00'	260.37'	S09°48'04"E	259.44'

TLE COURSE TABLE		
300-700	S58°31'10"W	5.00'
700-702	N31°28'50"W	100.60'
702-303	N58°30'42"E	5.00'
702-703	N31°28'50"W	9.28'
704-705	N36°54'48"W	43.17'
705-306	N58°30'42"E	12.03'
705-706	N30°43'14"W	80.01'
706-308	N58°30'42"E	21.64'
706-707	N30°43'14"W	10.37'
707-708	N04°18'01"E	38.78'
317-716	N58°43'59"E	15.02'
714-713	S58°19'36"W	3.11'
713-313	S58°19'36"W	11.90'
319-719	N58°43'59"E	26.70'
718-717	S70°30'30"W	11.00'
719-320	S58°43'59"W	19.52'
320-720	N58°43'59"E	5.13'
721-722	S82°58'48"W	5.00'

RW COURSE TABLE		
303-300	S31°28'50"E	100.60'
324-303	S31°28'50"E	9.28'
308-307	S58°30'42"W	7.11'
309-310	N86°18'32"E	7.08'
320-319	S58°43'59"W	7.18'



BEGIN RELOCATION ORDER
STA 60+00.00
N=510,816.60
E=2,517,435.50

PI	Y	X
62+25.08	511,008.54	2,517,317.97
64+99.92	511,249.24	2,517,185.27

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
CTH W	ASSESSOR'S PLAT OF THE VILLAGE OF SAUKVILLE	66'	1938
CTH W	TPP 1410-06-20	VARIES	2004
CTH W	PLAT NO. 2117	45'	1940

REVISION DATE				
4/18/2023				
5/25/2023				
11/6/2023				

DATE 02/10/2023

GRID FACTOR 0.99989524

SCALE, FEET



HWY: CTH W

COUNTY: OZAUKEE

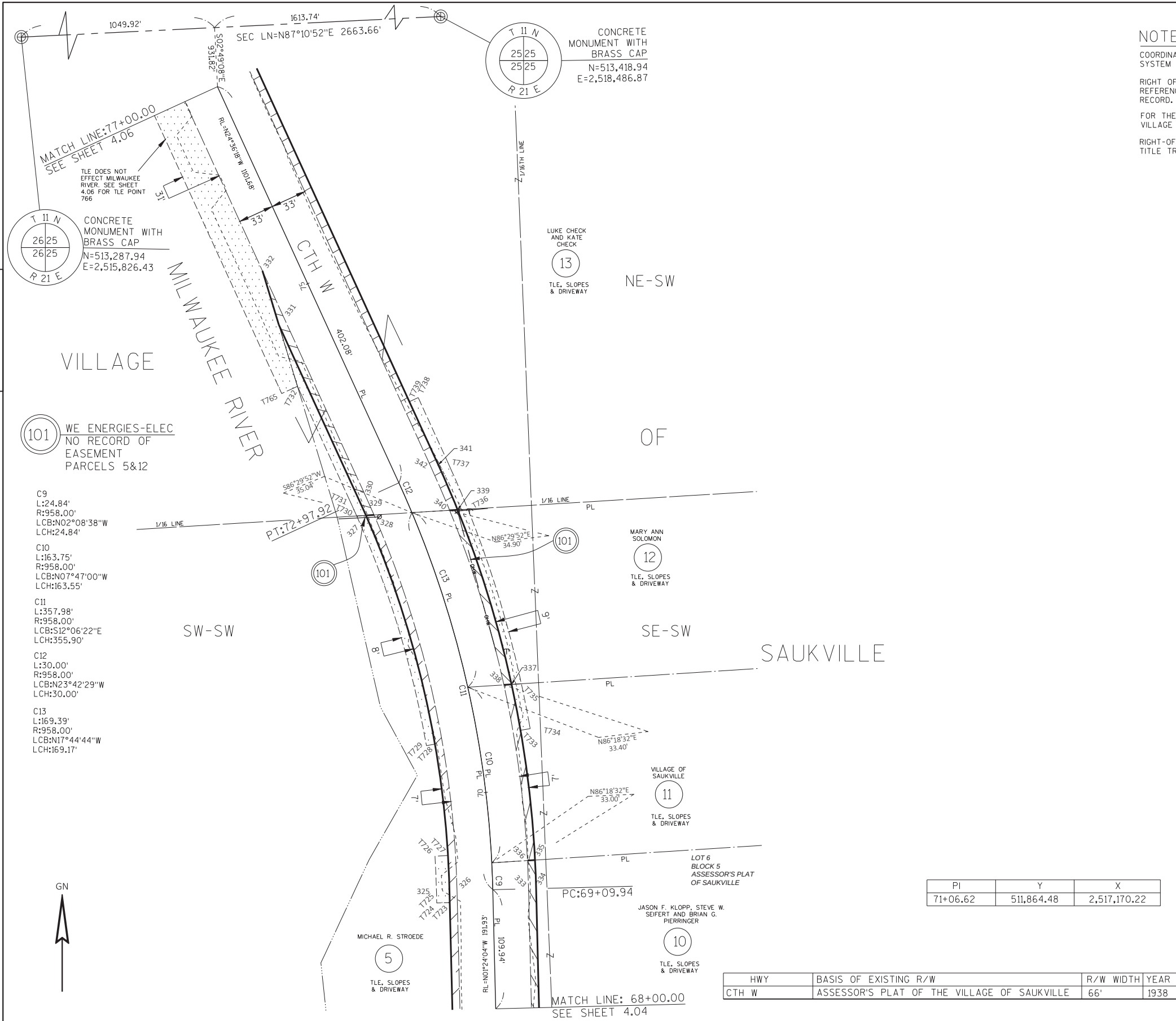
STATE R/W PROJECT NUMBER 2210149

CONSTRUCTION PROJECT NUMBER

PLAT SHEET 4.04

PS&E SHEET

E



NOTES:

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (WSPCS), NAD 27 (9D) SOUTH ZONE.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORD.

FOR THE LATEST ACCESS/DRIVEWAY INFORMATION CONTACT THE PLANNING DEPARTMENT OF THE VILLAGE OF SAUKVILLE.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

CURVE TABLE				
POINTS	RADIUS	DIST.	CH BEARING	CH DIST.
325-327	918.00'	357.08'	N12°32'41"W	354.84'
725-726	906.00'	32.21'	N02°25'11"W	32.21'
727-325	918.00'	32.64'	S02°25'11"E	32.64'
727-728	918.00'	103.49'	N06°40'04"W	103.44'
729-730	910.00'	221.97'	N16°53'08"W	221.42'
327-728	918.00'	220.95'	S16°47'34"E	220.42'
328-326	925.00'	357.24'	S12°27'54"E	355.02'
730-731	910.00'	11.62'	N24°14'21"W	11.62'
329-327	918.00'	14.69'	S24°08'48"E	14.69'
330-328	925.00'	17.38'	S24°04'01"E	17.38'
333-336	991.00'	26.16'	N02°09'26"W	26.16'
335-334	998.00'	26.44'	S02°09'36"E	26.43'
335-733	998.00'	120.52'	N06°22'42"W	120.44'
733-337	998.00'	43.18'	N11°04'38"W	43.18'
338-336	991.00'	163.71'	S07°38'45"E	163.52'
734-735	1007.00'	42.21'	N11°02'18"W	42.20'
735-736	1007.00'	168.69'	N17°02'17"W	168.49'
337-339	998.00'	168.81'	N17°09'45"W	168.61'
340-338	991.00'	168.91'	S17°15'40"E	168.70'
736-737	1007.00'	48.65'	N23°13'16"W	48.65'
339-341	998.00'	45.23'	N23°18'24"W	45.23'
342-340	991.00'	42.57'	S23°22'28"E	42.57'
337-335	998.00'	163.70'	S07°37'04"E	163.52'

R/W STATION OFFSET		
POINT	STATION	OFFSET
311	67+18.01	40.00'
312	67+18.01	33.00'
325	69+09.94	40.00'
326	69+09.94	33.00'
327	72+82.58	40.00'
328	72+79.92	33.00'
329	72+97.92	40.00'
330	72+97.92	33.00'
331	74+76.74	40.00'
332	75+28.27	33.00'
321	67+18.01	40.00'
322	67+18.01	40.00'
333	69+09.94	33.00'
334	69+09.94	40.00'
335	69+35.31	40.00'
336	69+35.22	33.00'
337	70+92.45	40.00'
338	70+93.48	33.00'
339	72+54.50	40.00'
340	72+56.76	33.00'
341	72+97.92	40.00'
342	72+97.92	33.00'

TLE STATION OFFSET		
POINT	STATION	OFFSET
T723	68+99.00	40.00'
T724	68+99.00	52.00'
T725	69+09.94	52.00'
T726	69+44.00	52.00'
T727	69+44.00	40.00'
T728	70+52.00	40.00'
T729	70+52.00	48.00'
T730	72+85.68	48.00'
T731	72+97.92	48.00'
T732	74+17.85	48.00'
T733	70+51.00	40.00'
T734	70+51.00	49.00'
T735	70+91.15	49.00'
T736	72+51.63	49.00'
T737	72+97.92	49.00'
T738	73+62.00	49.00'
T739	73+62.00	40.00'
T765	74+17.85	64.00'

RW COURSE TABLE		
311-325	N01°24'04"W	191.93'
327-328	N86°29'52"E	7.45'
329-331	N24°36'18"W	178.83'
331-332	N16°52'08"W	52.00'
332-330	S24°36'18"E	230.35'
330-329	S65°23'42"W	7.00'
326-312	S01°24'04"E	191.93'
322-333	N01°24'04"W	191.93'
336-335	N86°18'32"E	7.00'
334-321	S01°24'04"E	191.93'
338-337	N86°18'32"E	7.08'
339-340	S86°29'52"W	7.38'

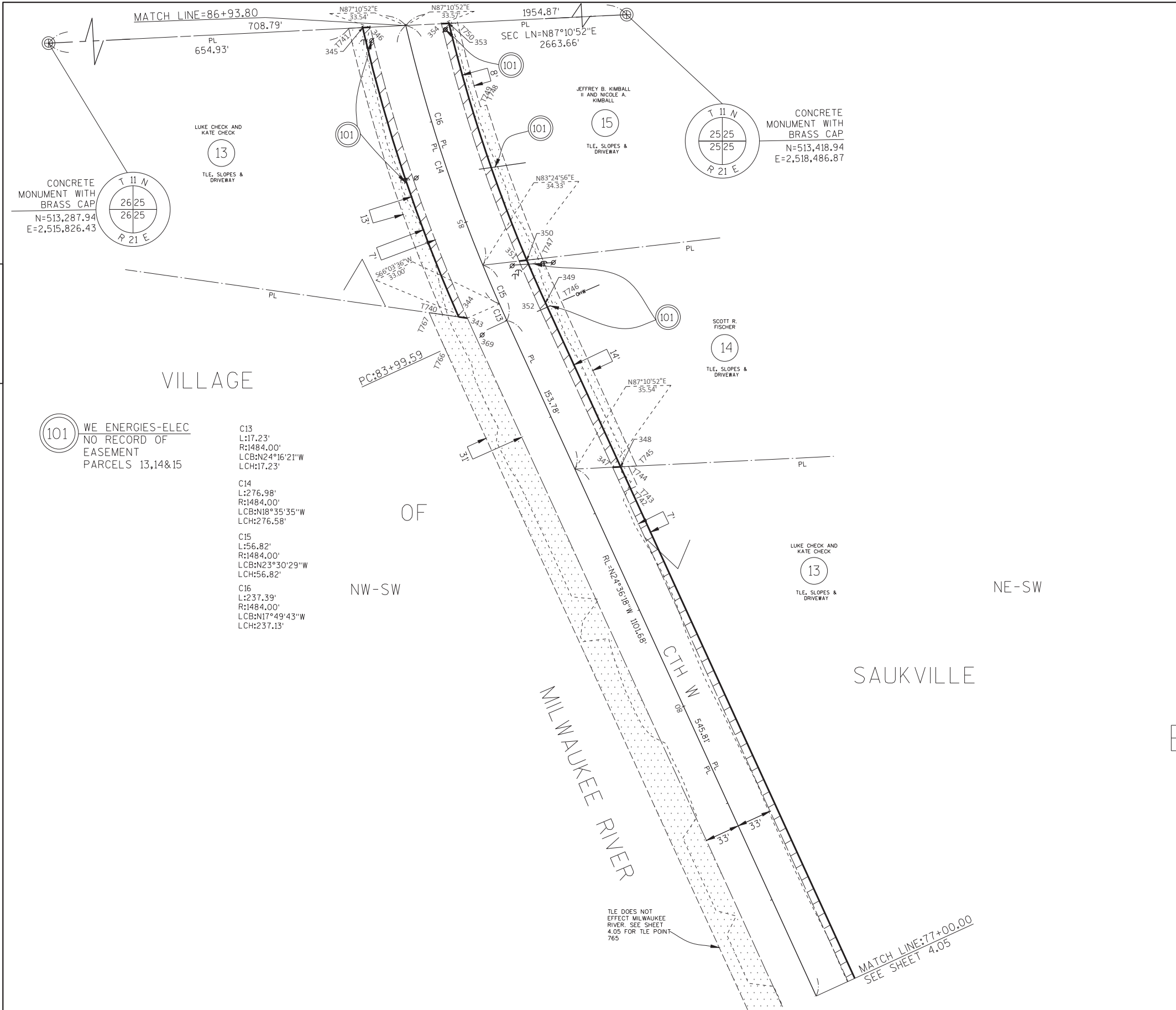
TLE COURSE TABLE		
723-724	S88°35'56"W	12.00'
724-725	N01°24'04"W	10.94'
726-727	N86°33'42"E	12.00'
325-723	S01°24'04"E	10.94'
728-729	S80°06'09"W	8.00'
730-327	N86°29'52"E	8.53'
329-731	S65°23'42"W	8.00'
731-732	N24°36'18"W	119.94'
732-331	N16°25'08"W	59.43'
733-734	N80°09'44"E	9.00'
735-337	S86°18'32"W	9.10'
736-339	S86°29'52"W	9.49'
737-738	N24°36'18"W	64.08'
738-739	S65°23'42"W	9.00'
739-341	S24°36'18"E	64.08'
732-765	S65°23'42"W	16.00'
765-766	N24°36'18"W	981.74'

PI	Y	X
71+06.62	511,864.48	2,517,170.22

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
CTH W	ASSESSOR'S PLAT OF THE VILLAGE OF SAUKVILLE	66'	1938

REVISION DATE 4/18/2023 5/25/2023 11/6/2023	DATE 02/10/2023 GRID FACTOR 0.99989524	SCALE, FEET 0 50 100	HWY: CTH W COUNTY: OZAUKEE	STATE R/W PROJECT NUMBER 2210149 CONSTRUCTION PROJECT NUMBER	PLAT SHEET 4.05 PS&E SHEET	E
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4



NOTES:

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (WSPCS), NAD 27 (9D) SOUTH ZONE.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER SURVEYS OF PUBLIC RECORD.

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RIGHT-OF-WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.



TLE STATION OFFSET		
POINT	STATION	OFFSET
T740	84+28.86	53.00'
T741	87+03.21	53.00'
T742	82+07.00	40.00'
T743	82+07.00	47.00'
T744	82+27.02	47.00'
T745	82+24.22	54.00'
T746	83+99.59	54.00'
T747	84+40.50	54.00'
T748	86+00.00	54.00'
T749	86+00.00	48.00'
T750	86+84.67	48.00'
T766	83+99.59	64.00'
T767	84+35.32	64.00'

RW STATION OFFSET		
POINT	STATION	OFFSET
343	84+16.82	33.00'
344	84+21.08	40.00'
345	87+00.97	40.00'
346	86+99.74	33.00'
347	82+32.62	33.00'
348	82+29.82	40.00'
349	83+99.59	40.00'
350	84+44.75	40.00'
351	84+46.84	33.00'
352	83+99.59	33.00'
353	86+86.23	40.00'
354	86+87.59	33.00'

CURVE TABLE				
POINTS	RADIUS	DIST.	CH BEARING	CH DIST.
740-741	1537.00'	284.15'	N18°10'44"W	283.75'
345-344	1524.00'	287.43'	S18°22'21"E	287.01'
346-343	1517.00'	289.21'	S18°28'42"E	288.77'
746-747	1430.00'	39.42'	N23°48'55"W	39.42'
349-350	1444.00'	43.94'	N23°44'00"W	43.94'
351-352	1451.00'	46.20'	S23°41'35"E	46.19'
747-748	1430.00'	153.69'	N19°56'47"W	153.62'
749-750	1436.00'	81.93'	N15°13'59"W	81.92'
353-350	1444.00'	234.98'	N18°12'00"W	234.72'
354-351	1451.00'	235.40'	S18°08'00"E	235.14'
766-767	1548.00'	37.27'	N23°54'55"W	37.27'
343-369	1517.00'	17.61'	S24°16'21"E	17.61'

PI	Y	X
86+47.27	513,270.13	2,516,526.51

RW COURSE TABLE		
343-344	N81°56'08"W	8.25'
345-346	N87°10'52"E	7.11'
347-348	N87°10'52"E	7.54'
348-349	N24°36'18"W	169.77'
350-351	S83°24'56"W	7.29'
352-347	S24°36'18"E	166.97'
353-354	S87°10'52"W	7.12'
369-332	S24°36'18"E	871.32'
348-341	S24°36'18"E	931.90'

TLE COURSE TABLE		
344-740	N81°56'08"W	15.28'
741-345	N87°10'52"E	13.20'
742-743	N65°23'42"E	7.00'
743-744	N24°36'18"W	20.02'
744-348	S87°10'52"W	7.54'
348-742	S24°36'18"E	22.82'
348-745	N87°10'52"E	15.08'
745-746	N24°36'18"W	175.37'
747-350	S83°24'56"W	14.59'
748-749	S73°07'24"W	6.00'
750-353	S87°10'52"W	8.14'
765-766	N24°36'18"W	981.74'
767-343	S81°56'08"E	36.41'
767-740	S81°56'08"E	12.89'

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
CTH W	ASSESSOR'S PLAT OF THE VILLAGE OF SAUKVILLE	66'	-

Attachment: CTH W - Final Plat - 11-08-23 - 11x17 (CTH W Plat)

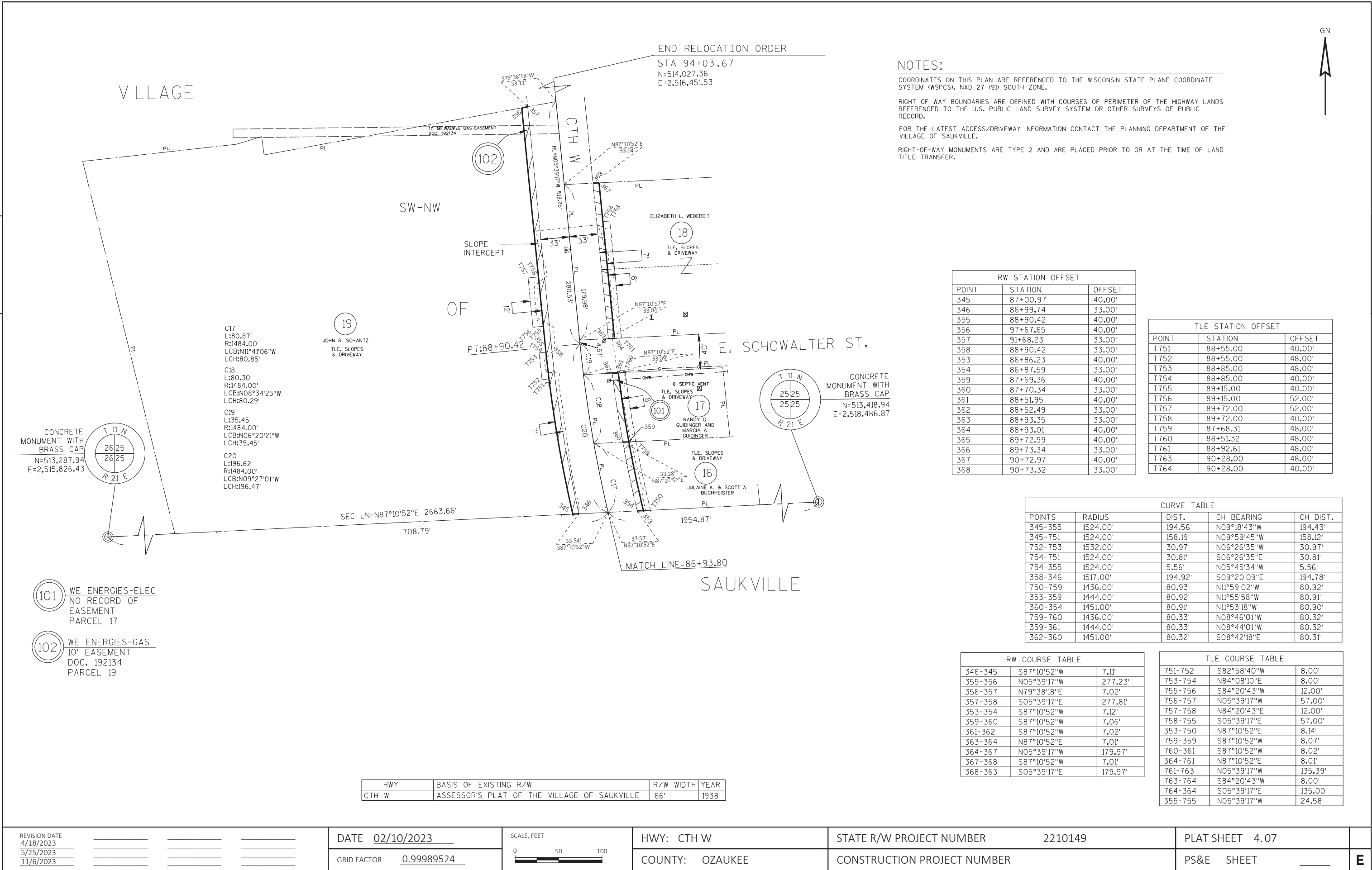
4

REVISION DATE 4/18/2023 5/25/2023 11/6/2023	DATE 02/10/2023	SCALE, FEET 050100	HWY: CTH W	STATE R/W PROJECT NUMBER 2210149	PLAT SHEET 4.06	E
			GRID FACTOR 0.99989524	COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER	

4

4

Attachment: CTH W - Final Plat - 11-08-23 - 11x17 (CTH W Plat)



NOTES:

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RIGHT-OF-WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

RW STATION OFFSET		
POINT	STATION	OFFSET
345	87+00.97	40.00'
346	86+99.74	33.00'
355	88+90.42	40.00'
356	97+67.65	40.00'
357	91+68.23	33.00'
358	88+90.42	33.00'
353	86+86.23	40.00'
354	86+87.59	33.00'
359	87+69.36	40.00'
360	87+70.34	33.00'
361	88+51.95	40.00'
362	88+52.49	33.00'
363	88+93.35	33.00'
364	88+93.01	40.00'
365	89+72.99	40.00'
366	89+73.34	33.00'
367	90+72.97	40.00'
368	90+73.32	33.00'

TLE STATION OFFSET		
POINT	STATION	OFFSET
T751	88+55.00	40.00'
T752	88+55.00	48.00'
T753	88+85.00	48.00'
T754	88+85.00	40.00'
T755	89+15.00	40.00'
T756	89+15.00	52.00'
T757	89+72.00	52.00'
T758	89+72.00	40.00'
T759	87+68.31	48.00'
T760	88+51.32	48.00'
T761	88+92.61	48.00'
T763	90+28.00	48.00'
T764	90+28.00	40.00'

CURVE TABLE				
POINTS	RADIUS	DIST.	CH BEARING	CH DIST.
345-355	1524.00'	194.56'	N09°18'43"W	194.43'
345-751	1524.00'	158.19'	N09°59'45"W	158.12'
752-753	1532.00'	30.97'	N06°26'35"W	30.97'
754-751	1524.00'	30.81'	S06°26'35"E	30.81'
754-355	1524.00'	5.56'	N05°45'34"W	5.56'
358-346	1517.00'	194.92'	S09°20'09"E	194.78'
750-759	1436.00'	80.93'	N11°59'02"W	80.92'
353-359	1444.00'	80.92'	N11°55'58"W	80.91'
360-354	1451.00'	80.91'	N11°53'18"W	80.90'
759-760	1436.00'	80.33'	N08°46'01"W	80.32'
359-361	1444.00'	80.33'	N08°44'01"W	80.32'
362-360	1451.00'	80.32'	S08°42'18"E	80.31'

RW COURSE TABLE		
346-345	S87°10'52"W	7.11'
355-356	N05°39'17"W	277.23'
356-357	N79°38'18"E	7.02'
357-358	S05°39'17"E	277.81'
353-354	S87°10'52"W	7.12'
359-360	S87°10'52"W	7.06'
361-362	S87°10'52"W	7.02'
363-364	N87°10'52"E	7.01'
364-367	N05°39'17"W	179.97'
367-368	S87°10'52"W	7.01'
368-363	S05°39'17"E	179.97'

TLE COURSE TABLE		
751-752	S82°58'40"W	8.00'
753-754	N84°08'10"E	8.00'
755-756	S84°20'43"W	12.00'
756-757	N05°39'17"W	57.00'
757-758	N84°20'43"E	12.00'
758-755	S05°39'17"E	57.00'
353-750	N87°10'52"E	8.14'
759-359	S87°10'52"W	8.07'
760-361	S87°10'52"W	8.02'
364-761	N87°10'52"E	8.01'
761-763	N05°39'17"W	135.39'
763-764	S84°20'43"W	8.00'
764-364	S05°39'17"E	135.00'
355-755	N05°39'17"W	24.58'

HWY	BASIS OF EXISTING R/W	R/W WIDTH	YEAR
CTH W	ASSESSOR'S PLAT OF THE VILLAGE OF SAUKVILLE	66'	1938

REVISION DATE			
4/18/2023			
5/25/2023			
11/6/2023			

DATE	02/10/2023
GRID FACTOR	0.99989524

SCALE, FEET
0 50 100

HWY:	CTH W
COUNTY:	OZAUKEE

STATE R/W PROJECT NUMBER	2210149
CONSTRUCTION PROJECT NUMBER	

PLAT SHEET	4.07
PS&E SHEET	

E

RELOCATION ORDER

lpa1708 08/2011 (Replaces LPA3006)

Project	Road name CTH W from E. Green Bay Road to Schowalter Street	Highway CTH W	County Ozaukee
Right of way plat date 11/06/2023	Plat sheet number(s) 7	Previously approved Relocation Order date	

Description of termini of project:
CTH W

Begin Relocation Order 18.94' north and 1159' west of the Southeast corner of the Southwest 1/4 of Section 25, T 11 N, R 21 E at STA 60+00.00

End Relocation Order 739.42' north and 625.10' east of the Southwest corner of the Northwest 1/4 of Section 25, T 11 N, R 21 E at STA 94+03.67

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 62.22 (1) & (1m) and 62.23 (10) & (17), Wisconsin Statutes, the Village of Saukville orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: Village of Saukville
3. This order supersedes and amends any previous order issued by the: Village of Saukville

Jon Edgren, P.E., Public Works Director Date
Ozaukee County Highway Department

Attachment: CTH W - Relocation Order - 11-8-23 (CTH W Plat)

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: November 16, 2023
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary CTH W & CTH C Highway Safety Improvement Program (HSIP) Application

BACKGROUND INFORMATION: In 2019, the Public Works Committee (PWC) authorized Traffic Analysis & Design Inc. (TADI) to perform a Safety Screening Report throughout Ozaukee County to seek highway and/or intersection improvements that were potentially eligible for safety related funding through the Wisconsin Department of Transportation's (WisDOT) Highway Safety Improvement Program (HSIP). As a reminder, Traffic Signals at CTH V & CTH W and CTH NN & CTH Y were designed and constructed utilizing HSIP funds, which pay for 90% of design and construction costs.

The CTH W (N. Port Washington Rd) & CTH C (Pioneer Rd) intersection was the top rated intersection according the final Safety Screening report for potential HSIP funding, but understanding that changes could occur as part of the I-43 Expansion project, we didn't want to move forward.

As the I-43 Expansion project is wrapping up in the area, and the full CTH C Interchange is scheduled to open in December, I felt that it made sense to move forward with this proposal after only minor changes occurred east of the intersection.

ANALYSIS: Given TADI's belief that the CTH W & CTH C intersection is a highly viable candidate for HSIP Funding (See attached sheet from the 2019 Safety Screening report.), it makes sense to complete a HSIP application for submittal to WisDOT.

TADI's agreement (attached) is for development of the intersection information, hazard identification, description and sketch of proposed improvements, construction cost estimate and other HSIP application related documents.

FISCAL IMPACT: Balance Current Year: \$9,354 Next Year's Estimated Cost: --

FUNDING SOURCE: County Levy: X Non-County Levy: -- Indicate source: --

RECOMMENDED MOTION: Authorize Public Works Director to contract with TADI on a CTH W & CTH C HSIP Application agreement.

ATTACHMENTS:

- TADI - Oz Cty Safety Screening Tech Memo - 9-13-19 - CTH W & CTH C (PDF)
- TADI - CTH W & CTH C HSIP Application Agreement - 11-6-23 (PDF)

PUBLIC WORKS COMMITTEE

Good chance treatments would be eligible for HSIP funding***Traffic Signal Full Upgrade ~\$550,000***

The following intersection is a candidate to improve signal head visibility and signal operations. Potential improvements include a complete traffic signal upgrade to provide a new traffic signal controller, new vehicle detection, signal heads over each approach lane, flashing yellow arrows, and retroreflective backplates.

G1. [CTH C \(Pioneer Rd\) & CTH W](#)

CRASH TYPE	K	A	B	C	PDO	TOT.	ECON. LOSS
LT-ANGLE	0	0	1	1	3	5	\$ 122,000
RT-ANGLE	0	1	1	4	3	9	\$ 282,000
PEDESTRIAN	0	0	0	0	0	0	\$ -
RT-TURN REAR-END	0	0	0	1	1	2	\$ 29,000
REAR-END	0	1	2	0	14	17	\$ 311,000
SIDE-SWIPE-SAME	0	0	0	0	1	1	\$ 4,000
BICYCLE-RELATED	0	0	0	0	0	0	\$ -
PARKED-VEHICLE	0	0	0	0	0	0	\$ -
FIXED-OBJECT	0	0	0	0	3	3	\$ 12,000
DRIVEWAY-RELATED	0	0	0	0	1	1	\$ 4,000
HEAD-ON	0	0	0	0	0	0	\$ -
MISC. OTHER	0	0	0	1	2	3	\$ 33,000
TOTAL	0	2	4	7	28	41	\$ 797,000

AGREEMENT FOR ENGINEERING SERVICES

7.a.4.b

THIS AGREEMENT is entered into between **Ozaukee County** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to prepare a HSIP application for the intersection of CTH C and CTH W in the Village of Grafton, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: Ozaukee County Highway Dept.
410 South Spring Street
Port Washington, WI 53074
Attn: John Edgren, P.E.
Public Works Director
Engineer: Traffic Analysis & Design, Inc.
PO Box 128
Cedarburg, WI 53012
Attn: John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of November 6, 2023.

Ozaukee County (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By: 
John A. Bieberitz, P.E., PTOE

Date: _____ 11/6/23 _____

Attachment: TADI - CTH W & CTH C HSIP Application Agreement - 11-6-23 (CTH W & CTH C HSIP App)

ATTACHMENT A

SCOPE OF SERVICES

Engineer will prepare a Highway Safety Improvement Program (HSIP) application for safety improvements the CTH C and CTH W intersection. The purpose of the project is to improve signal visibility by replacing all signal equipment and to geometrically modify the intersection to have neutral or positively offset left-turn lanes.

The application will be prepared for submittal prior to the next HSIP application deadline of February 15, 2024.

The HSIP application report will include the following elements:

- Project Location
- Intersection Information
- Identification of Hazards
- Description of Proposed Improvement
- Conceptual Sketch of Proposed Improvement
- Intersection Collision Diagram
- Site Photos
- Crash Reports
- Conceptual Line-Item Design & Construction Cost Estimate

TADI will make final submittal of the application (electronic submittal acceptable) on behalf of the county unless the county would prefer to make the submittal.

Meetings

Engineer will attend the following meeting as part of this agreement:

- One meeting with the client at the Ozaukee County Highway Department

Any additional meetings will be considered additional work and will require a contract amendment.

SCHEDULE

Engineer will complete the draft HSIP application within six weeks of authorization, or sooner if possible.

COMPENSATION

Compensation for the services described above, CLIENT shall pay Engineer a lump sum fee of Nine-Thousand Three Hundred and Fifty-Four Dollars (\$9,354.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: November 16, 2023
DEPARTMENT: Highway
DIRECTOR: Jon Edgren
PREPARER: Jon Edgren

Agenda Summary CTH C & CTH Y Traffic Study

BACKGROUND INFORMATION: The intersection of CTH C (Pioneer Rd) & CTH Y (Granville Rd) has been occasionally reviewed as there have been a number of accidents over the last few years, and many complaints from drivers and local residents.

It's stop-controlled on CTH Y/Granville Road, and free-flow traffic along CTH C (Pioneer Rd). The intersection has a relatively high rate of accidents, but the majority of accidents are "Failure to Yield", which are accidents where the vehicle stops for the Stop Sign, but pulls out in front of traffic that doesn't have to stop.

In response to issues in the past, we installed "Cross Traffic Does Not Stop" signs to the CTH Y/Granville Road Stop Signs, and added "warning flags" to the "Intersection Ahead" signs along CTH C. However, "Failure to Yield" accidents have continued to occur.

A common request is to make it an All-Way Stop to supposedly make it safer. However, the Wisconsin Department of Transportation (WisDOT), as well as the Manual on Uniform Traffic Control Design (MUTCD), recommend that traffic be balanced on the intersecting highways. The basis for equalized traffic on the intersection legs is the concern that if a majority of traffic is only on one of the roadways, then drivers will likely increasingly "run" the Stop Sign if they feel that they stop too often without competing traffic on the other roadway, which obviously increases serious accidents.

ANALYSIS: Given multiple recent accidents in the area and continued desire to improve safety throughout Ozaukee County, I requested a Traffic Study proposal (attached) from Traffic Analysis & Design, Inc. (TADI) in order to better understand the traffic patterns for the intersection, calculate traffic volumes, and review crash history to develop the feasibility of a Highway Safety Improvement Program (HSIP) grant, which could fund 90% of safety-related construction improvements.

Further, the study would give insight if a All-Way Stop is appropriate, or if we should be seeking other solutions.

FISCAL IMPACT: Balance Current Year: \$9,920 Next Year's Estimated Cost: --

FUNDING SOURCE: County Levy: X Non-County Levy: -- Indicate source: --

RECOMMENDED MOTION: Authorize Public Works Director to contract with TADI on a CTH C & CTH Y Traffic Study agreement.

ATTACHMENTS:

- TADI - CTH C & CTH Y Traffic Study Agreement - 11-6-23 (PDF)

PUBLIC WORKS COMMITTEE

AGREEMENT FOR ENGINEERING SERVICES

7.a.5.a

THIS AGREEMENT is entered into between **Ozaukee County** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct traffic study at the intersection of CTH C and CTH Y in Ozaukee County, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: Ozaukee County Highway Dept.
410 South Spring Street
Port Washington, WI 53074
Attn: John Edgren, P.E.
Public Works Director
Engineer: Traffic Analysis & Design, Inc.
PO Box 128
Cedarburg, WI 53012
Attn: John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of November 6, 2023.

Ozaukee County (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By:  _____
John A. Bieberitz, P.E., PTOE

Date: _____ 11/6/23 _____

Attachment: TADI - CTH C & CTH Y Traffic Study Agreement - 11-6-23 (CTH C & CTH Y Traffic Study)

ATTACHMENT A

SCOPE OF SERVICES

Engineer will prepare a traffic study for the intersection of CTH C and CTH Y to help identify the causes of crashes and near-miss events and to determine if all-way stop control would be warranted

Data Collection

Engineer will collect 10 hours of footage during daytime hours for three weekdays (30 hours total) of high-definition video footage on weekdays (Monday, Tuesday, Wednesday, Thursday, or Friday).

Near-Miss Analysis

Engineer will use specialized software to track the trajectories of vehicles and identify if any near-misses were captured on camera. A video will be provided to the Client showing near-miss events.

Collision Diagram

Engineer will review and plot the last five years of crashes. Specific attention will be given to reviewing and summarizing why the crashes occurred.

All-Way Stop Control Warrant Analysis

Engineer will prepare an all-way stop control analysis. Engineer will determine if all-way stop control warrants are met, and if not, how much traffic would need to change before they would be met.

HSIP Feasibility

Engineer will review the crash history and identify whether or not the intersection would be a candidate for safety improvements, funded 90 percent, through the Highway Safety Improvement program.

Technical Memorandum

Engineer will summarize the results of the study in a technical memorandum.

Meetings

Engineer will attend the following meeting as part of this agreement:

- One meeting with the client at the Ozaukee County Highway Department

Any additional meetings will be considered additional work and will require a contract amendment.

SCHEDULE

Engineer will complete the traffic study within six weeks of authorization, or sooner if possible.

COMPENSATION

Compensation for the services described above, CLIENT shall pay Engineer a lump sum fee of Nine-Thousand Nine Hundred Twenty Dollars (\$9,920.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

Public Works Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	November 16, 2023
DEPARTMENT:	Highway
DIRECTOR:	Jon Edgren
PREPARER:	Jon Edgren

Agenda Summary Highway Financials - Nov 2023

ATTACHMENTS:

- Highway Financials - Nov 2023 (PDF)

PUBLIC WORKS COMMITTEE

Ozaukee County Committee Report

Special Revenue Fund County Roads and BridgesFor the Nine Months Ending Saturday, September 30, 2023
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$276,291	\$2,486,618	\$3,315,491	\$828,873	75.00%
Intergovernmental Revenues	-	\$1,257,550	\$1,659,573	\$402,023	75.78%
Total Revenues	\$276,291	\$3,744,168	\$4,975,064	\$1,230,896	75.26%
Expenditures					
Interdepartment Charges	\$503,231	\$4,351,472	\$5,395,771	\$1,044,299	80.65%
Total Operating Expenditures	\$503,231	\$4,351,472	\$5,395,771	\$1,044,299	80.65%
Capital Outlay					
Total Expenditures	\$503,231	\$4,351,472	\$5,395,771	\$1,044,299	80.65%
Other Finance (Sources)	-	-	(\$420,707)	(\$420,707)	0.00%
Net Other Financing Sources/Uses	-	-	(\$420,707)	(\$420,707)	0.00%
Net Increase (Decrease)	(\$226,940)	(\$607,304)	-	\$607,304	0.00%
<i>Equity:</i>					
Governmental Fund Balance	-	(\$1,180,031)	-	\$1,180,031	0.00%

Attachment: Highway Financials - Nov 2023 (Highway Financials - Nov 2023)

