



Public Works Committee
AMENDED AGENDA
Monday February 4, 2019 – 5:00 pm
Health & Human Services Center – COMMUNITY ROOM
303 W. Chapel Street
Dodgeville, Wisconsin

**Iowa
County
Wisconsin**

For information regarding access for the disabled please call 935-0399.

Any subject on this agenda may become an action item.

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| 1 | Call to order. |
| 2 | Roll Call. |
| 3 | Approve the agenda for this Monday February 4, 2019 meeting. |
| 4 | Approve the minutes of the Monday January 7, 2019 meeting. |
| 5 | Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken. |
| 6 | Departmental Policies:
A. Snow Plow Route and Truck Assignments.
B. Encroachments and Revocable Occupancy Permit Process. |
| 7 | 2019-2024 Highway Capital Plan review (Bring the handouts with you from the last meeting). |
| 8 | Highway Commissioner's Report:
A. 2015 and 2017 General Transportation Aids Comparison Summary.
B. Culvert replacement listing – 2019.
C. Truck Bid awards and Equipment update.
D. Agricultural Land Lease Proposals.
E. Highland Salt Shed.
F. Employment update - Section Patrols.
G. Technology projects in queue – RTVision, Bar Code Scanner, CData to New Roads interface, others.
H. Wisconsin Department of Transportation Stakeholder Task Force creation. |
| 9 | Set date and time for next meeting. |
| 10 | Adjournment. |

Posting verified by the County Clerk's Office: Date: Initials:

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UNAPPROVED MINUTES
Public Works Committee
Monday January 7, 2019 – 5:00 pm
Health & Human Services Center – Room 1001
303 W. Chapel Street
Dodgeville, Wisconsin

**Iowa
County
Wisconsin**

For information regarding access for the disabled please call 935-0399.

Any subject on this agenda may become an action item.

1	The meeting was called to order at 5:00 PM by Chair Gollon.
2	Roll Call. All members present. Others Present: Commissioner Hardy, Operations Manager Sudmeier, Sup. Nankee, Administrator Bierke, Accountant Specialist Fitzsimons, Sup. Haag
3 & 4	Sup. Leix moved to approve the agenda for this meeting and minutes for the prior meeting. Sup Masters seconded the motion. Approved unanimously.
5	There were no comments from the public.
6	Commissioner Hardy gave a breakdown of the 2018 & 2019 Departmental Capital Acquisition summary for the Highway Department.
7	Hardy recapped the current Table of Contents of Policy #1114 50/50 County-Township Bridge Aid Program and other Departmental Policies. Review and discussion of the following policies being considered: Removal of Encroachments and Granting of Revocable Occupancy Permits, Pruning & Trimming of Trees, Control of Unwanted and Woody Vegetation, Noxious and Invasive Species Control, Herbicide Handling and Application Procedures, Citizen Concerns-Complaints, Repairs & Requests, Snow Removal Routes & Truck Assignments, Equipment Loans to Other Governmental Entities, County Highway Speed Limit Reduction Requests, Rumble Strip Requests- Review & Installation Procedures, Oversize/Overweight Permit Process, Highway Department Accounting Procedures Handbook.
8	Commissioner's Report. A. Hardy explained the 2017 Wisconsin Act 59 and changes to Federal Funding of local projects. B. Hardy reviewed the December 2018 Auction results. The auction resulted in a \$43,038 gain on equipment. Also included in the packet were the March 2018 auction results which netted a \$12,149 gain on equipment. C. Hardy passed around pictures of different designs for the proposed salt shed at Highland. Bids are projected to be out in March or April 2019. Project is expected to be complete by December 2019. D. Hardy provided a handout of Accident/Incidents and there was discussion. E. Hardy gave an update of the employment status of the Highway Accountant position and Section Patrols. F. Hardy gave an update to technology projects in queue. RTVision automated payroll software is expected to be implemented at the end of the January. Collective Data to New Roads interfaces are a work in progress as well as the Bar Code Scanner. G. RG Huston was the bid winner of the CTH G Pecatonica River Bridge project. Waiting for a breakdown from the state.

	H. All delinquent bills for tax intercept have been paid in full. No action will be taken.
9	The next meeting date is February 4 th at 5:00 PM.
10	Sup. Masters moved to adjourn the meeting. Sup. Leix seconded the motion. Motion carried unanimously. Meeting adjourned at 5:59 PM.
Minutes by: T Fitzsimons	



Snow Plow Route and Plow Truck Assignment Policy

Date Originated: 1/07/2019

Date of Modifications:

Policy Number: 11XX

1. PURPOSE:

This policy outlines the department's procedures for assigning equipment and employees to the winter snow plow routes. In addition, this policy outlines how employees may transfer between assigned winter plow routes.

2. ORGANIZATIONS AFFECTED:

All seasonal, full time, part-time, on-call basis, temporary, and limited term employees or contracted vendors of the Highway Department.

3. POLICY:

The department performs routine maintenance, winter maintenance, snow removal, and ice control for the county trunk highway and state trunk highway systems within the county. The department employs thirty-three positions for performance of the work and provision of these services. Departmental staff positions are filled based on job description duties related to various crew assignments for completion of project related work based primarily on summer work load and tasks. All staff are required to perform winter maintenance and plowing duties as an essential function of their positions. Ten employee positions are assigned to perform specifically state highway maintenance on an annual basis due to service provision in accordance with various maintenance agreements. As a result, these ten employee position descriptions shall be assigned to one of ten state winter maintenance plow sections. Four employee positions are assigned to perform specifically county highway maintenance to the County Trunk Highway system as a County Section Maintenance Patrol job description. These positions are assigned to one of four outlying shop locations (Brigham, Highland, Hollandale, or Mifflin) on a fulltime basis for the provision of services. Thus, these four positions are assigned to a county trunk highway winter plow sections which originate from their outlying shop location assignments. The remaining nineteen employee positions are assigned to perform various tasks through crew specific assignments as related to road oil applications, road construction tasks, pavement marking tasks, or as crew leadership positions and all are normally assigned to the Dodgeville shop. These nineteen positions are assigned to the remaining 13 county highway winter plow sections or as a one of five required back-up positions to the state trunk highway class one plow sections. This policy explains how winter plow route assignments are made, and how employees may request a transfer between winter plow routes for their assignments. However due to operational agreements, staffing, policies on level of service, and provision of services; department management reserves the right to assign any employee to any

winter plow route or assign any truck to any winter plow route as needed for the delivery of service especially in snow events or other emergency situations.

4. REFERENCES:

Policy #1105 Iowa County Highway Snow and Ice Control Policy, the Wisconsin Department of Transportation State Highway Maintenance Manual, Policy #403 Compensation System. Highway Department Organizational chart, which may be requested from the Highway Commissioner.

5. PROCEDURES:

Management reserves the right to reassign staff to report to the different shop locations for the provision of services as deemed advantageous to the County. Staff assigned to County Section Maintenance Patrol job description positions are assigned to an outlying shop location for a specific region of the county for the performance of their duties. Outlying shop County and State Section Maintenance Patrol positions are assigned to:

Brigham – 1 county position.

Highland – 1 county and 1 state position.

Hollandale – 1 county and 1 state position.

Mifflin – 1 county position.

All other department job description positions are assigned to the Dodgeville main shop for summer work tasks. The following positions are assigned to the Dodgeville shop location:

Crew Lead – 6 positions

Equipment Operator – 12 positions

State Section Maintenance Patrol – 5 positions

Auxiliary Maintenance Patrol – 4 positions

Summer and Winter Seasonal – 4 positions each

For winter service provision, some Dodgeville assigned staff are re-assigned to the outlying shops to enhance winter storm response times for plowing of winter sections. Winter staffing assignments for the outlying shops are:

Brigham – 1 county position

Highland – 3 or 4 county and 1 state position

Hollandale – 3 county and 1 state position

Mifflin – 2 or 3 county positions

All remaining staff report primarily to the Dodgeville main shop.

The winter plow route assignments for section maintenance staff shall originate from the shop location they are assigned to as listed above. Regular fulltime section maintenance patrols assigned to the various outlying shop locations shall have first preference for open plow routes originating from those shop locations. Other staff may request assignment to outlying shop routes, to a Dodgeville shop winter plow section, or as a State system class one backup. Management will consider outlying shop assignments and plow route section requests based upon employment history, response time, shop assignment, plowing experience, and other factors.

The state highway system in the county is divided into ten (10) plow routes or sections consisting of the following:

Section 1: STH 23 from STH 130 northerly to the Sauk County line at the Wisconsin River bridge; STH 14 from the Sauk County line at the Wisconsin River bridge east to the Dane County line.

Section 2: STH 23 from the northerly limits of the city of Dodgeville to STH 130, STH 130 from STH 23 to STH 133, STH 133 from STH 130 to STH 80 south junction to Highland.

Section 3: STH 80 from STH 18 in Cobb to STH 133, STH 133 from STH 80 junction westerly to the Grant County line at Muscoda.

Section 4: STH 18 from the west city limit of Dodgeville to the Grant County line at Montfort, STH 80 southerly from STH 18 to CTH E at Livingston.

Section 5: USH 151 from the CTH HHH interchange MM52 (Mile Marker 52) to the easterly Dane County line and all associated ramps.

Section 6: STH 39 from the Green County line westerly through Hollandale to the south junction with CTH D, STH 191 from the STH 39 intersection to the City of Dodgeville limits at Bennett Road.

Section 7: USH 151 from the STH 18 crossover at Dodgeville easterly to the CTH HHH interchange at MM52, STH 18 into Dodgeville to the end of the 4-lane section west of Dodgeville, and STH 23 north of STH 18 to the end of the 4-lane section.

Section 8: USH 151 from the Lafayette County line to the west junction of STH 23 to Mineral Point at MM37, along with the associated ramps.

Section 9: USH 151 from the west junction of STH 23 to Mineral Point to the crossover of STH 18 into Dodgeville, along with the associated ramps and STH 23 into Dodgeville from the MM40 interchange.

Section 10: STH 39 from STH 18 southerly to Business 151 in Mineral Point, STH 23 from USH 151 junction south through Mineral Point to the Lafayette County line, STH 39 from STH 23 intersection westerly to the south junction with CTH D.

Management reserves the right to modify or change the above listed plow sections as directed by the State Highway Maintenance Bureau of Operations or determined by management due to a change in level of service requirements, change in outlying shop or salt shed locations, highway improvements, or other operational factors.

There are ten (10) state regularly assigned employment positions within the department, see the departmental organizational chart. Those positions are:

State Section Maintenance Crew lead – 1 position; reporting to the Dodgeville shop.

State Equipment Operator – 2 positions; reporting to the Dodgeville shop.

State Section Maintenance Patrol – 7 positions; 5 report to the Dodgeville shop and 2 report to the outlying shops in Highland and Hollandale. These state job description positions shall fill the 10 state plow sections as identified above.

For state highway winter storm response, two levels of service are provided per the State Highway Maintenance Manual being designated as class 1 and class 2 routes. Sections 4, 5, 7, 8, and 9 listed above are class 1 routes and receive 24 - hour 7 - day per week service in any inclement weather.

The remaining sections 1, 2, 3, 6, and 10 listed above are class 2 routes and receive an 18-hour (primarily 3AM to 9PM) level of service during inclement weather. Two of the State Section Maintenance Patrol positions are assigned direct to either Hollandale or Highland. Section 3 is assigned to the Hollandale shop State Section Maintenance Patrol position. Section 6 is assigned to the Highland shop State Section Maintenance Patrol position. The employee filling those positions shall be assigned to those routes specifically as they originate from those outlying shop locations. The remaining 8 winter plow routes are filled from the other 8 state regularly assigned employment positions listed above from the Dodgeville shop. Any state assigned employee may request a change to a different state section plow route position when they become available. Management will consider the requests based on employment history, plowing experience, response time, and other factors.

The County trunk highway system is divided into seventeen (17) plow routes consisting of the following:

Section 11: CTH A from USH 151 to the Grant County line; CTH E from STH 80 to STH 39, and CTH G from CTH E southerly to the Lafayette County line.

Section 12: CTH G from CTH E north to CTH X; CTH X from STH 80 east to STH 39 in Linden; CTH IG from STH 80 to CTH G; CTH XX from STH 18 southerly to CTH E.

Section 13: CTH B from STH 80 easterly to CTH J; CTH G from STH 18 southerly to CTH X; CTH J from STH 18 southerly to CTH A.

Section 14: CTH P from STH 133 to STH 80; CTH P from STH 80 to CTH I; CTH P from CTH I to CTH Q; CTH PP all of it; CTH I from STH 80 to southerly junction of CTH P.

Section 15: CTH BH from STH 80 to Blackhawk Lake County Park; CTH I from STH 80 in Highland south to STH 18 in Montfort; CTH Q from Grant County line to STH 80 in Highland; CTH Q from STH 80 to CTH II.

Section 16: CTH C from STH 130 to STH 23; CTH N from STH 133 to CTH I; CTH NN from STH 130 to CTH NN.

Section 17: CTH I from CTH P to STH 130; CTH II from CTH I to CTH Q; CTH M from CTH Q to STH 130; CTH Q from CTH II to STH 18.

Section 18: CTH A from CTH F east to Dane County Line; CTH F from Dane County Line south to STH 78 in Blanchardville; CTH H from CTH F to CTH K; CTH HK from CTH H to CTH K.

Section 19: CTH DD from CTH W to CTH K; CTH K from STH 39 to CTH F Lafayette County; CTH U from STH 39 to CTH DD; CTH W from STH 191 to STH 39; CTH W STH 39 to CTH DD.

Section 20: CTH D from STH 39 to CTH S; CTH DD from STH 39 to CTH W; CTH DDD from CTH DD to CTH W; CTH S from STH 23 to CTH W including Lafayette County portion; CTH W from CTH S to CTH DD.

Section 21: CTH H from CTH HHH in Ridgeway to CTH K; CTH K from USH 151 to STH 191 at Hollandale; CTH T from USH 151 south to CTH K.

Section 22: CTH HH from CTH H to CTH K; CTH ID from USH 151 east to the Dane County Line; CTH K from STH 14 to USH 151; CTH KK from CTH K to Dane County Line.

Section 23: CTH H from STH 14 to CTH HHH in Ridgeway; CTH HHH from USH 151 westerly through Ridgeway to USH 151 interchange at MM52; CTH T from CTH H to Barneveld.

Section 24: CTH C from STH 14 to STH 23; CTH CC from STH 14 to CTH C all of it; CTH T from STH 23 to CTH H; CTH Z from CTH T to CTH YZ.

Section 25: CTH Y from CTH YZ to CTH H; CTH YZ from STH 23 in Dodgeville to USH 151; CTH Z from CTH YZ to STH 191; CTH ZZ from STH 23 to CTH Y.

Section 26: CTH BB from the CTH HHH roundabout to STH 191; CTH D from CTH YD to STH 39; CTH O from Business 151 in Mineral Point south to Lafayette County line; CTH Y from USH 18/151 to STH 191; CTH Y from STH 191 to USH 23/151; CTH YD from USH 23/151 to STH 23/Bus 151 Mineral Point.

Section 27: CTH B from STH 39 Linden to STH 23 Dodgeville; CTH CH from STH 18 to STH 23 Dodgeville; CTH Q from STH 18 southerly to STH 39; CTH QQ from STH 39 to STH 39.

Management reserves the right to change or modify the above listed plow routes based on salt shed location changes, highway improvements or transfers, changes to levels of service by county policy, changes in level of staffing, or as determined necessary for the provision of services.

The level of service provided for County Trunk Highway winter maintenance is directed by the County Highway Snow and Ice Control Policy #1105. In general, the County maintains a 16-hour level of service from 4AM to 8PM. Winter Plow routes or sections are assigned based on the county highway shop locations being:

Brigham/Barneveld – Section 22.

Dodgeville – Sections 21, 23, 24, 25, 26, and 27. Occasionally Section 13 and 17 depending on staffing assignments and employee response time to Mifflin or Highland shop locations.

Highland – Sections 14, 15, 16, and 17.

Hollandale – Sections 18, 19, and 20.

Mifflin – Sections 11, 12, and 13.

Depending on staff availability, staff assignments, and response time; sections 13 (Mifflin) and 17 (Highland) may be assigned out of Dodgeville shop, although it is preferred to staff them from the outlying shop. County Section Maintenance Patrol positions are assigned to Brigham, Highland, Hollandale, and Mifflin. The county section maintenance patrol staff (1 per shop location) assigned to the outlying shops shall have first choice of the plow sections originating from those respective shop locations as they become available, with exception to sections 13 or 17. Management will determine section 13 and 17 plow assignments based on operational decisions to provide the best service provision response time. All other county job description assigned employees may request either a regular county plow section or a class 1 state backup section for winter plowing duties. Employees requesting an outlying shop assigned plow route will be determined based partially on their response time to that outlying shop location.

Due to the class one 24-hour service requirements; five departmental staff positions reporting to the Dodgeville shop are dedicated for serving as backups to the five state class one route assignments (Sections 4, 5, 7, 8, and 9). These positions are filled with county job description assignment staff positions, which are stationed at the Dodgeville shop. Any county job description assigned employee reporting to the Dodgeville shop may request one of these back-up positions or a regular county winter plow section. Employees performing class one state back-up position

service will perform both state and county highway winter maintenance duties. Equipment operators and crew leads are preferred for these positions due to the nature of the workload when not performing winter storm response. Management will consider the requests based on employment history, plowing experience, job description, response time, and other factors.

Job Description position classifications are established by Policy # 403. Section Maintenance Patrol positions are assigned to specific winter plow routes based on shop assignments and thus are limited to which plow section vacancies they may request without a position vacancy change. State assigned job description employees may request assignment to another state plow route when it becomes available. County Section Maintenance Patrol and Auxiliary Maintenance Patrol position staff may request assignment to a state plow route when it becomes available; but only if it correlates to a position vacancy. Non-County Section Maintenance or Auxiliary Maintenance Patrol position staff shall apply for state job description position vacancies when they occur. County assigned job description positions, with exception to County Section Maintenance Patrol positions; may request any county plow route section or any class one state back-up plow route section when it becomes available. State job description assigned employees may only request a county plow section route opening if it correlates with an employment position vacancy. Management will consider requests for plow routes based on employment history, plowing experience, job description, response time, and other factors.

Truck and equipment assignments for state routes are determined by management in consultation with WisDOT maintenance staff due to changes in technology, truck enhancements for providing higher levels of service, level of service for the sections, implications of the Highway Maintenance Manual cost recovery methodology, and other considerations by management. Truck and equipment assignments to county plow routes are made in response to capital acquisitions, plow section route lengths, level of service, overall condition of the truck fleet, and other considerations. Management and the shop operations crew lead determine fleet replacements through capital planning and as acquisitions occur. If a truck is scheduled for replacement in the fleet, the new acquisition shall be assigned to the route of the truck identified for replacement. Management reserves the right to assign or re-assign any truck to any route at any given time to ensure the provision of services.

The following procedures outline the selection of truck replacements for the county plow fleet. The Wisconsin State Highway Maintenance Manual Chapter 2 defines the accounting methodology for charging usage of the Department's fleet of equipment, machinery, and vehicles. The methodology created within the manual lays out a method of cost accounting and recovery for all components of the fleet. The manual defines that capital acquisitions are recuperated through depreciation schedules which are also identified in the manual by equipment classes. Class 106, 118, and 1118 pertain to the plow trucks which the county utilizes. Class 106 are single axle trucks greater than 26,000. Class 118 are tandem axle trucks. Class 1118 are tri-axle trucks.

Truck replacement priorities are based on capital available, condition of the fleet, age of the fleet, and other considerations. Priority is given to the replacement of the state assigned truck fleet to capitalize on revenue generation, then tri-axle replacements. Attached is a chart of section mileage to material haulage requirements for various application rates, which provides a recommendation for truck/fleet sizing with regards to the various winter plow routes by section number. Based on the attached truck sizing chart, which is derived from existing plow route sizing service mileage compared to truck weights and materials capable of being hauled to address storm events. Since most routes begin at the shop location and continue with the fleet making right hand turns through the routes then back to the shop; trucks are sized based on the amount of materials needed to make one round on the route with the vehicle prior to replenishing. From the charts, it is recommended the county operate one class 106 single axle truck, 24 class 118 tandem axle trucks (of which 4 should be assigned to state class one service routes), and 2 class 1118 tri-axle trucks.

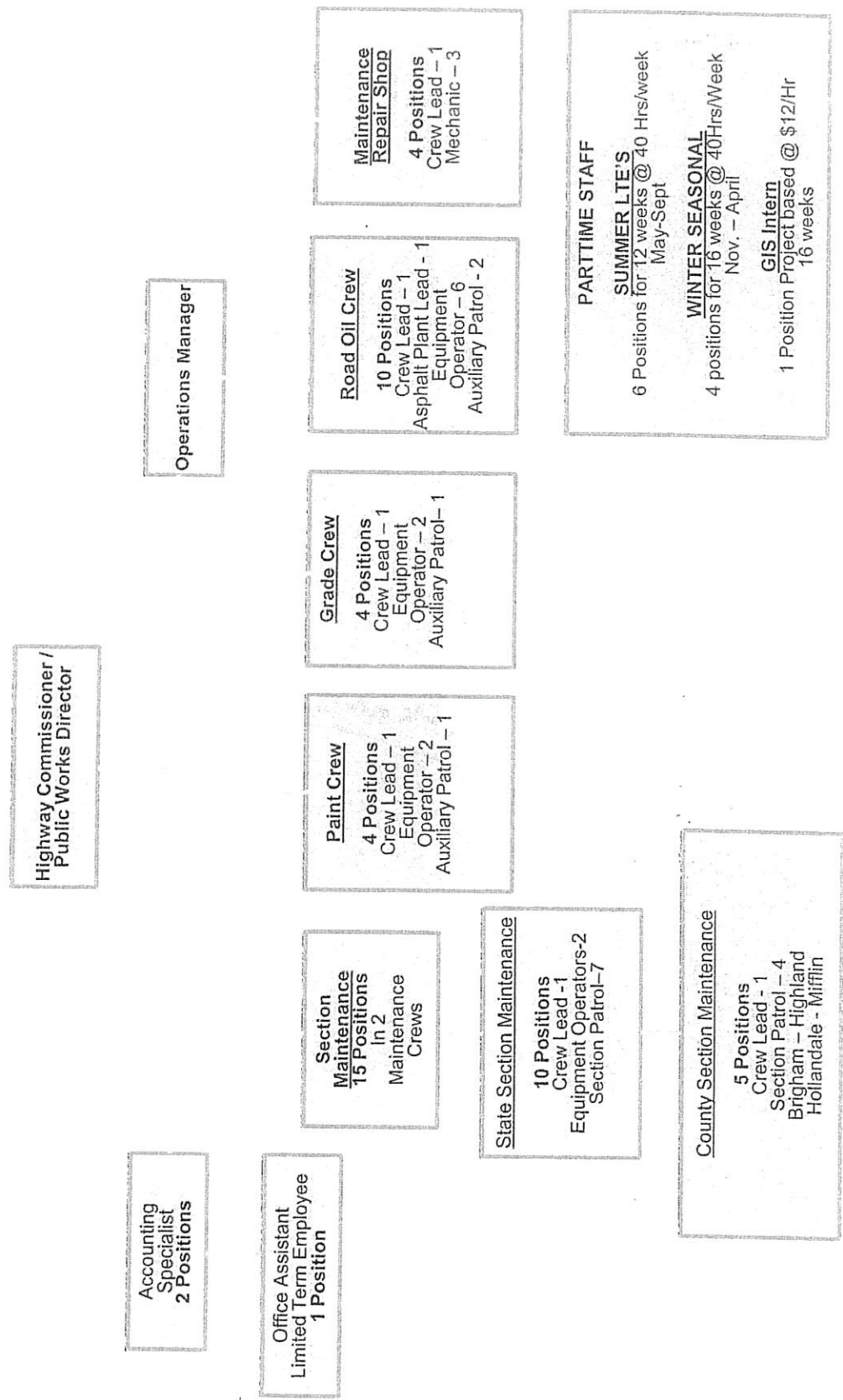
Due to summer haulage operations related to paving and grading projects, the department utilizes 13 tri-axle trucks for most project duties related to sealcoating, paving, and grading. On average the tri-axe trucks generate close to 17,900 miles per year or on average 215,100 miles over 12 years of combined service in winter and summer tasks. Tri-axe trucks should be assigned to routes based on route mileage and material needs. Tri-axe trucks should be assigned to the 4 largest state class 2 routes per the chart; sections 1, 2, 3, and 10. Tri-axes should be assigned to the 9 largest county plow routes per the chart, section 11, 25, 22, 14, 21, 18, 24, 23, and 17. The other routes should be filled with tandem axle or single axle truck sizes based on the chart recommendations.

Based on the Highway Maintenance Manual rate methodology, the department should turn the fleet between 1 and 1.5 times the depreciation life of the various assets. The depreciation life for class 106, 118, and 1118 trucks is 9 years, or turnover the fleet between 9 and 14 years of age. Based on average usage, the tri-axe fleet will have between 220,000 and 250,000 miles at age 14. The determination of the location or assignment of new assets is based on the removal location of the existing asset, as well as the type of asset being acquired. Primary replacement in the fleet should be given to tri-axe plow trucks due to the dual usage of the fleet for summer materials haulage. Secondary replacement of the fleet should be given to tandem axle trucks. In this philosophy, some county plow routes may not see a new truck into their rotation. So not all staff would receive or be allowed the option of receiving a new truck in their employment position or plow route assignment. New trucks are placed into rotation on the basis of being needed on state routes for service delivery and reliability, as well as on county routes for material haulage due to route sizes. Trucks should be assigned to the plow route for the truck which has been identified for replacement. Five plow trucks are maintained from the normal fleet to serve as spares or back-ups. Spare trucks shall be determined from the fleet of available trucks when new acquisitions are made so as to keep the most reliable. Thus, a truck identified for replacement may be retained for a series of seasons as a spare within the operation. Management reserves the right to re-assign trucks or routes as deemed necessary for the provision of services.

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Public Works Division

Highway Department Staffing Chart – FY 2018



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Adverse Possession Against the Government: Fact Sheet

Adverse possession is an ancient legal doctrine that allows a party holding another's land to obtain title to that land if certain requirements are met. As a general rule, adverse possession may be met if the party holding land can show the following:

- That they have exclusive, uninterrupted and continuous use of the land of another;
- The use of the land was hostile;
- There was open and notorious actual occupancy of the land; and,
- The person can satisfy the statutory period of possession.

Adverse possession is not allowable against the property of the United States, or against the property of most other States and their subunits. Indeed, this was also the case in Wisconsin until 1931. However, in 1931, the State enacted a new statute that generally allowed adverse possession against governmental entities, provided that the person claiming adverse possession could show 40 years of adverse possession/use. Hence, beginning in 1971, property owners could begin to make claims of adverse possession against government owned lands, except for certain lands held in trust by the State.

On May 20, 1980, the legislature shortened the statutory period for adverse possession against government units to 20 years. Adverse possession laws are only applied prospectively—meaning that this shortened time period could not be applied retroactively to claims that started before 1980. For those claims, the 40 year period still applies, and continues to run to this day.

On March 28, 1984, the legislature specifically exempted lands held for highway purposes from adverse possession, along with State acquired abandoned railroads. In light of these law changes, an adverse possession claim against highway right-of-way only exists if the adverse possession/use commenced prior to March 28, 1944 and continued uninterrupted for forty years through no later than March 27, 1984.

In the 1990s, legislative efforts were commenced to end adverse possession against all government units. These efforts were initially resisted, but eventually 1997 Senate Bill 124 was passed by the Senate. This bill originally prevented adverse possession against the state and governmental units, and because adverse possession was being eliminated, the existing exceptions to this statute were repealed by the bill. However, the original bill was amended to add in language that allows adverse possession against all government property if it is based upon a continuously maintained fence line. Unfortunately, this amended version did not restore the highway exception to the law, thereby making right-of-way once again subject to adverse possession. The law has not been amended since and currently reads as follows:

893.29 No adverse possession against the state or political subdivisions. (1) No title to or interest in real property belonging to the state or a city, village, town, county, school district, sewerage commission, sewerage district or any other unit of government within this state may be obtained by adverse possession, prescription or user under s. 893.25, 893.26, 893.27 or 893.28 unless the adverse possession, prescription or user continues uninterruptedly for more than 20 years and is based upon a continuously maintained fence line which has been mutually agreed upon by the current landowners.

(2m) Subsection (1) does not affect title to or interest in real property obtained by adverse possession, prescription or user under s. 893.25, 893.26, 893.27 or 893.28 before April 29, 1998.

Unless the current laws change, adverse possession claims against right-of-way, not founded upon claims that commenced prior to 1944, will begin to ripen on April 29, 2018 if they are founded on a "continuously maintained fence line which has been mutually agreed upon". In addition, claims against certain lands held in trust by the State, such as University of Wisconsin lands, along with abandoned rail corridors, will be subject to adverse possession beginning in 2018. Finally, adverse possession continues to be available against other government owned lands, both under the old statutes and the new one.

Adverse possession continues to be a threat against government lands. By amending Wis. Stat. Sec. 893.29 to eliminate adverse possession against government lands prior to 2018, the property interests of all governmental entities will be protected. In addition, governmental entities will not have to take actions to force property owners to move otherwise benign fences and buildings from right-of-ways and other government lands.

Model Legislation

Repeal and recreate Sec. 893.29 as follows:

893.29 No adverse possession against the state or political subdivisions. (1) No title to or interest in real property belonging to the state or a city, village, town, county, school district, sewerage commission, sewerage district or any other unit of government within this state may be obtained by adverse possession, prescription or user under s. 893.25, 893.26, 893.27 or 893.28 ~~unless the adverse possession, prescription or user continues uninterrupted for more than 20 years and is based upon a continuously maintained fence line which has been mutually agreed upon by the current landowners.~~

(2~~m~~) Subsection (1) does not affect title to or interest in real property obtained by adverse possession, prescription or user under s. 893.25, 893.26, 893.27 or 893.28 before April 29, 1998 [insert effective date of legislation]. Subsection (1) does extinguish any claim of adverse possession, prescription or user against the real property identified in Subsection (1) that commenced before [insert effective date of legislation] and was not satisfied prior to [insert effective date of legislation].



Encroachments, Work in Right of Way, &
Revocable Occupancy Permits

Date Originated: 1/28/2019

Date of Modifications:

Policy Number: 11xxxx

1. PURPOSE:

This Policy is established to explain the Highway Department's responsibility to protect the public road right of way from encroachments. An encroachment is an intrusion or invasion onto rights or property of another. This policy is established to preserve and protect the public right of way from encroachments by adjacent private landowners or neighboring properties. By adoption of this policy the Department is required to disallow or deny new encroachments, to actively pursue new encroachment violations for removal, to issue orders for removal of encroachments identified as being unsafe to the travelling public, or to issue revocable occupancy permits for encroachments not posing an immediate safety hazard to the public but which existed prior to the adoption of this policy.

2. ORGANIZATIONS AFFECTED:

All citizens and residents of Iowa County living adjacent to the public right of way of the county trunk highway system. Employees of the Iowa County Highway Department.

3. POLICY:

The department shall work to identify all encroachments which existed prior to the adoption of this policy. The listing of those encroachments by property description, tax parcel, or address shall be attached to this policy as an addendum when completed by the Department. Then, the department shall work to identify, remove, and preclude all future encroachments. With regards to new encroachments; the department shall investigate all notices or complaints of encroachment, notify landowners when their activities encroach upon the public right of way, and work to remove all encroachments from the public right of way to the fullest extent possible for the preservation and protection of its use for the public good. With regards to existing encroachments, the department shall work to remove all existing encroachments from the clear zone, work to remove all encroachments within the right of way if they pose an immediate safety hazard to the travelling public, or issue a Revocable Occupancy permit for any pre-existing encroachments which are allowed to remain within right of way.

4. REFERENCES:

Wisconsin Administrative Code TRANS 200 Erection of Signs on Public Highways and Handicapped Parking Signage; Wisconsin State Statute Chapters 23.0 Conservation, 32.0 Eminent Domain, 83.0 County Trunk Highways, 86.0 Miscellaneous Highway Provisions, 90.0 Fences, 196.0 Regulating Utilities, and 349.0 Vehicles – Powers of Local and State Authorities. Iowa County Ordinance 300.05

Highway Access for Special Events, 400.01 Zoning Ordinance, 600.18B All-terrain and Utility Terrain Vehicle Route Ordinance and 800.02 Highway Access Ordinance. Section 8.0; Code of Federal Regulations 23 Subpart 665 known as the Manual on Uniform Traffic Control Devices. Iowa County Policy Manual Policy #1102 Fence Damage, #1103 Mailbox Damage, #1104 Mailbox Installation Guide, and #1106 Utility Accommodation Policy.

5. PROCEDURES:

The highway right of way shall be preserved and protected for the safe use of the travelling public and for providing access to citizens and residents. The department shall manage and regulate encroachments in accordance with state statutes with a goal of removal therefrom.

- A. An encroachment is an intrusion onto, over, or under the rights or property of another. In general, an encroachment with regards to this policy is an intrusion by property of a private party onto the right of way of the public. An encroachment may be a fence, stand, sign, object, building, driveway, mailbox, utility, or other structure.
- B. The Clear Zone is defined within the Wisconsin Department of Transportation Facilities Development Manual CH 11-15 and illustrated in Attachments 1.9, 1.10, and 1.11. It is defined as the roadside border area which is made available for safe use by errant vehicles. According to the Transportation Research Board, eighty percent of the vehicles which stray from the roadway can recover if provided a clear zone; that is an area adjacent to the roadway clear of obstructions.

The clear zone starts at the edge of the paved surface (travelled way) and consists of the shoulders, auxiliary lanes, recoverable slopes, and any traversable but non-recoverable slope with a clear run-out beyond the toe of the slope. Clear zones should not contain any critical features, objects of non-breakaway design, or non-traversable slopes. For the purposes of this policy, all objects within the clear zone shall be either removed, redesigned to be traversable, relocated outside of the right of way, or made to be break-away. In some cases, an encroachment may be allowed to remain within the clear zone and right of way if shielded or guarded by a barrier. Installation of barriers for shielding private encroachments shall be borne by the property owner of the encroachment. In most instances, the department will work towards removal of all encroachments within the Clear Zone, and most encroachments from the highway right of way.

Residents who want to erect or install objects along the right of way shall abide by the County Zoning Ordinance with regards to locations, setbacks, and requirements for placement. Encroachments which exist in the right of way are categorized as being either of a break-away or non-breakaway design. A breakaway design object is engineered to break apart or collapse when hit by an errant vehicle or other object; thereby allowing the vehicle or object to pass through or past the object. Non-breakaway objects are those which are fixed in design, and do not allow a vehicle or object to pass by or continue in its' path. Non-breakaway objects should be discouraged from being erected within the county highway right of way, and shall not be allowed within the highway clear zone as defined above. Non-breakaway objects allowed to remain on the right of way by Revocable Occupancy Permit may require shielding by barrier or guardrail. Breakaway design objects may be allowed to exist within the right of way and clear zone, when allowed by the

Department by permit. Objects allowed to remain within the right of way by the Department shall be issued either an Adopt-a-Highway permit, Highway Access permit, Private Utility Permit, Revocable Occupancy Permit, Tourist Oriented Directional Signage Permit, Work in Right of way Permit, or Utility Permit.

Fences. Fences and other structures are required to be located outside of the public right of way. Wisconsin State Statute 86.03 states that no person shall build or reconstruct any fence within the public right of way. Residents may reconstruct fences along the right of way without a permit as long as erected beyond the right of way limits. Residents should contact the Highway Department to locate the right of way along their parcels prior to reconstructing or erecting fences. See Policy#1102 regarding Damages to Fences.

Trees, Shrubs, and Landscaping. Trees, shrubs, and other landscaping planters or features are not to be installed on county trunk highway right of way. Specifically, trees and landscaping planters or features are a hazard to travelling motorists as those items are not breakaway or traversable. In locations of private residences, it is recognized that landowners want to provide privacy and screening by addition of landscaping. Any shrubs, bushes, or landscaping shall be installed off of the right of way. Trees shall be installed off of right of way, and preferably such that the drip line of the tree is also behind the right of way line. Often trees are planted too close to the right of way, necessitating the department to trim mature trees back to the trunk as a result of overhangs onto the highway. Flower beds and similar features may be allowed on the right of way as long as maintained in a neat and orderly appearance by the landowner, the growth height of the plantings shall not exceed 18 inches, the feature is planted beyond the highway ditch line or clear zone; whichever is more restrictive, the feature is not built up, depressed, or raised from the surrounding topography, and the plantings are small in size so as to be breakaway or traversable by an errant motor vehicle.

Signs. Signs shall not be installed along County Trunk Highway right of way in accordance with Wisconsin State Statutes 83, 86, and 349, Wisconsin Administrative Code 200, and Ordinance 400.02 County Zoning Ordinance. Some signs recognizing businesses are allowed within county highway right of way as described in Policy #11XX Tourist Oriented Directional Signage and #11XX Adopt-a-Highway Signs; and will be installed by the Highway Department.

Mailboxes. Mailboxes are allowed within the county highway right of way for provision of service to residents. Mailbox installation guidance is governed and provided by the United States Postal Service. All mailboxes and posts shall be of a breakaway design, so as to not present a safety issue to the travelling public. No mailbox shall be allowed within the clear zone of any county trunk highway which is not of a breakaway design. Mailboxes shall not be set in or on concrete or masonry posts. Mailboxes shall be of the size governed by the Postal Service. Mailbox posts shall be of 4x4 wooden or 2 inch steel posts or smaller in size per the installation guidelines. In instances of multiple mailboxes placed at a single location, the posts and mailbox attachment devices shall be designed to be breakaway. See policy #1102 Mailbox Damage and #1103 Mailbox Installation

Guidelines. Newspaper collection boxes shall be mounted adjacent to mailboxes and shall be of similar construction or type.

Driveway Accesses and Related Appurtenances. All driveway accesses that connect directly to a county trunk highway must receive a permit from the Iowa County Highway Department prior to their installation per Ordinance 800.02. Existing use driveways are grandfathered for usage in accordance with the Highway Access Ordinance. Driveway approach and culvert connections to the county trunk highway system shall be designed to be traversable in accordance with the ordinance. Rural concrete driveway approaches within the public right of way must be located beyond the edge of the roadway shoulder.

Retaining Walls or private Culvert Headwall Structures. Headwalls for culverts, or retaining walls may pose potential hazards to the travelling public and may hinder highway maintenance and snow removal. No private culvert headwalls or retaining walls shall be allowed within the public right of way. Slopes parallel or perpendicular to the travel way shall be constructed to be traversable for errant vehicles. Setbacks are required for structures along the county trunk highway per the County Zoning Ordinance.

In general, the Department shall work to deny, disallow, preclude, restrict, and/or remove all encroachments from the highway right of way; other than those as identified below.

Some encroachments are allowable in the public right of way for the purpose of providing services to the citizens, residents, and public. Examples of these encroachments include mailboxes, utilities, driveways, and similar objects. For these allowable encroachments, the department shall manage their type, size, kind, location, and construction through various permitting processes. The department utilizes the following permit processes to manage encroachments:

- A. Adopt-a-Highway Permit – regulates and allows private parties to adopt portions of county trunk highway right of way to volunteer for the purposes of cleanup and litter removal. Signage is installed at each end of the adopted segment to recognize the volunteer group or organization who is performing the service. The organization may not be associated with a partisan or political group.
- B. Driveway or Highway Access Permit – regulates driveway location, size, and construction along county trunk highways. The department shall regulate Highway Access or Driveway locations and placement through Ordinance #800.02 Highway Access Ordinance.
- C. Revocable Occupancy Permit – regulates allowance of pre-existing encroachments within the right of way. Revocable occupancy permits shall be regulated by this policy.
- D. Tourist Oriented Directional Signage (TODS) Permit – regulates directional signage for private businesses which are not located along the county trunk highway. TODS signage is regulated under Policy #11XX.

- E. Utility Permit or Private Utility Agreement – regulate public and private utility placements into or along the highway right of way. The department shall regulate utilities in right of way through Policy #1106 Utility Accommodation Policy.
- F. Work in Right of Way Permit – regulates placement of encroachment activity by private individuals. Work in right of way permits shall be regulated by this policy.
- G. No other buildings, structures, objects, or encroachments shall be allowed within the county highway right of way.

If an item is identified which existed within the right of way prior to the adoption of this policy, the department may determine to allow the encroachment to remain; unless it is of a non-breakaway design and lies within the clear zone as established by the Wisconsin Department of Transportation Facilities Development Manual CH 11.0. If the department makes a determination to allow a pre-existing encroachment to remain; either a Work-in-Right-of-Way Permit or Revocable Occupancy Permit shall be issued to document its' location and notify the owner of the County's right to have it removed in accordance with Wisconsin State Statute 86.04 - Highway Encroachments. For the safety of the travelling public, whether existing or new; no fixed or non-breakaway objects will be allowed to remain within the clear zone of the county trunk highway unless it is shielded or guarded.

When an existing non-breakaway design item has been identified as being within the highway clear zone, the department shall issue a notice of removal of the encroachment to the owner along with an order for removal within thirty (30) days. If the item is not removed within the time allowed, the department shall remove the object and charge any costs for the removal to the responsible party per state statute. If the non-breakaway item is a building which resided prior to the adoption of this policy; the department may issue a revocable occupancy permit and allow the building to remain only in instances where there is no accident history. When an existing non-breakaway design item is identified as being within the right of way, but out of the clear zone; the department may do the following:

- A. Issue a Revocable Occupancy Permit. A Revocable Occupancy Permit is a permit which notifies a landowner of an encroachment onto the public right of way. The permit identifies the encroachment, its' location, and the reason the encroachment may remain. The permit will stipulate the situations where the encroachment may remain, and specify the conditions of its removal. In addition, the permit officially notifies the landowner and future property owners of their responsibility for the removal of the encroachment under certain circumstances. The permit is tied to the tax parcel by deed description and recorded with the Registrar of Deeds Office, so as to remain an encumbrance on the owner of the property. The permit also clarifies the encroachment is allowed to remain (permitted) and maybe required to be removed by the Department at any time.
- B. Issue a Work in Right of Way Permit. A work in right of way permit is for a temporary encroachment or for a private utility placement request. Landowners requesting a private utility installation on county trunk highway right of way shall file a Work in Right-of-Way permit as an intent of installation, a plan depicting and describing the type and purpose for

the utility installation, and sign a Private Utility Agreement before the installation will be allowed. A sample Private Utility Agreement is attached hereto this policy.

- C. Issue a Notice of Encroachment. When an encroachment object is identified within the right of way, the department shall issue a notice of encroachment to the adjoining landowner along with an order for removal within thirty (30) days. If after thirty days, the notice has expired; the department may remove and dispose of the encroachment, restore the disturbed area, and charge the owner of the land for any costs incurred by the department in the act of the removal.

DRAFT

IOWA COUNTY HIGHWAY DEPARTMENT

1215 N. Bequette Street · Dodgeville, WI 53533 · (608) 935-3381 · Fax (608) 935-5788

Craig E Hardy, Highway Commissioner

• Randy Sudmeier, State Patrol Superintendent • Mark James, General Patrol Superintendent

Location: CTH Location of infraction
Reference: Right-of-way encroachments.

The following notice was published in the Dodgeville Chronicle and Platteville Shopping News during March of 2010:

Per the Wisconsin State Statutes: Chapter 83.0 "County Highways" and Chapter 86.0 "Miscellaneous Highway Provisions", notice is hereby given by the Iowa County Highway Department to the adjacent landowners of parcels along the County Trunk Highway system of the liability for damages related to County Highways and County Highway right-of-way. The Iowa County Highway Department hereby notifies adjacent landowners who encroach upon the County Highway Right-of-Way in the process of cultivation, harvest, fence replacement, grading, drainage, field access outside of a driveway entrance, or other disturbance acts of the Wisconsin State laws pertaining to damages. In addition, the Highway Department will not be liable for damages to private property on county right-of-way as a result of or for said encroachments.

The County Highway Department is responsible via Wisconsin State Statutes for the maintenance of the County Highway Right-of-Way corridor, and willful acts of encroachment detrimentally affect the ability to properly convey surface water storm drainage, the preservation and function of ditches and culverts, prevention of erosion of roadsides and roadbed materials, can adversely affect the life of the pavement structure, and/or inadvertently affect the safety of the travelling public. If a landowner is unsure of the location or width of the existing County Highway Right-of-Way adjacent to their parcels, please contact the Iowa County Highway Department at (608) 935-3381 for assistance in determining the proper location of the right-of-way line and the limits of cultivation of their adjacent parcels. The Highway Department has an established permit procedure and fee schedule for work to be performed on the County Highway right of way should you as the landowner deem it to be necessary to perform. Please contact the County Highway office to coordinate.

This letter is being sent by registered mail carrier to you as an adjacent landowner to notify you of your recent encroachment upon the County right-of-way at the location identified. Enclosed are photos of the encroachment and/or damages which occurred. Please accept this letter as a second notice to cease and desist these activities. Failure to comply with this request may subject you to forfeitures, fines, penalties, damages, liability, or a combination of the above.

If you have work to perform within the right-of-way, a permit is required which may be obtained from the Highway Department offices. If you have questions as to the location of the right-of-way line or width within/along your property, please contact the Highway Office and arrangements will be made to provide some flagging to delineate the right-of-way line for you.

Respectfully Submitted,

Craig E Hardy
Iowa County Highway Commissioner

Cc.: Jon Pepper, Deputy Sheriff
Matthew Allen, Iowa County Corporation Counsel

Enclosures: (Pictures of infraction with approximate date)

IOWA County GOVERNMENT WISCONSIN

Craig Hardy, Highway Commissioner

www.iowacounty.org

PERMIT FOR WORK IN RIGHT-OF-WAY

Chapter 86.07 (2) of Wisconsin Statutes provides that the authority maintaining the highway issue a permit before any excavation or fill or installation of a culvert, waterline etc... is made on a public highway.

Permit issued to: _____ of _____ Wisconsin.

Name of Contractor/Individual Performing Work: _____

State Description and Purpose of Work: _____

Conditions of Permit: The surface of the driveway connecting with rural-type highway sections shall slope down and away from the highway shoulder a sufficient amount and distance to preclude ordinary surface water drainage from the driveway area flowing onto the highway roadbed.

Any soil disturbance in the County Right-of-Way must be made whole, using erosion control methods such as grass seed, mulch or erosion blanket material.

On/Under the _____ side of County Trunk Highway _____ located _____ miles

_____ (NSEW) of the junction of _____. Sec. _____ T _____ N _____ R _____ E _____.

Town/Village/City of _____.

Signed: _____ Name _____
(please print)

Address _____ Phone No. _____

Signed: _____
Craig E. Hardy, Highway Commissioner

Date: _____

PERMIT FEE - \$50.00

Check No. _____

Highway Commission • 1215 N. Bequette Street • Dodgeville, WI 53533-0078
Telephone (608) 935-3381 • Fax (608) 935-5788

29

PERMIT FOR CONSTRUCTION WITHIN HIGHWAY RIGHT-OF-WAY

Applicant's Name _____

Address _____

City, State, ZIP _____

Phone _____ Fax _____

TYPE OF CONSTRUCTION (Describe in Detail include identification of General Contractor) _____

Location: Road Name _____

Distance _____ Direction _____ from _____
feet or miles nearest cross road or intersection

The applicant agrees to indemnify and hold harmless the Permitting Authority, its employees, and its agents, from any cost, claim, suit, liability, and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the applicant shall bind such applicant to abide by this permit and all its conditions and provisions.

The applicant understands and agrees the permitted work shall comply with all permit provisions, conditions, plans, details or notes attached hereto and made a part thereof. Applicant understands and agrees the permitted activity is an encroachment onto properties maintained by the county and retained for public usage, as such the County may request its' discontinuance of usage should the installation be determined to be a hindrance to the usage of the right of way by the public..

By _____
(signature of authorized representative)

Title _____

Date _____



PERMIT APPROVAL BY THE PERMITTING AUTHORITY

This application conforms to the provisions of the Iowa COUNTY Highway Department.

By _____
(signature of authorized representative)

Title _____

Date _____

This application is hereby approved and permit issued by the Iowa COUNTY Highway Department, subject to full compliance with all provisions on the reverse side hereof and all attachments hereto.

By _____
(signature of authorized representative)

Title _____

Date _____

Pursuant to Wisconsin Statutes, this permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern.

1. When one-way traffic or a detour is used, the contractor shall provide all necessary signs, flagmen, and lights required according to the latest edition of the "Manual on Uniform Traffic Control Devices." When a detour is allowed, local newspapers, radio stations, law enforcement and fire authorities, postmaster and school bus operators shall be notified by the contractor in advance of any work being started. The Owner/Installer shall not close the roadway or install a detour without proper notification of the Iowa County Highway Commissioner requesting to do so.
2. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or his representative. Access to all private drives and public road intersections shall be maintained and all disturbed areas completely restored.
3. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, labor and Human Relations, and any applicable local regulations. Trenching or excavating of the roadway will not be allowed, unless specifically stated within this agreement under type of construction.
4. A copy of this approval along with any plans and special provisions shall be available on the job site during installation.

IRRIGATION SYSTEM PIPELINE LICENSE AGREEMENT

SPECIAL PROVISIONS

Owner shall specify the manner of construction with a Plan document illustrating the location of the crossing and boring pits. Owner shall specify the method/manner of construction with the County Highway Commissioner prior to installation.

This AGREEMENT is entered into between OWNER, a Wisconsin landowner (hereinafter called "PERMITTEE") and the COUNTY of Iowa, Iowa COUNTY, Wisconsin (hereinafter called "COUNTY").

RECITALS:

A. PERMITTEE is the lessee, easement holder, or owner of record of the following described parcels of real estate: A portion of lands within section XX of Town X North, Range X East/West in the Town of xxxxx, Iowa County Wisconsin along and contiguous to the right of way for CTH xxxxx.

B. PERMITTEE desires to install an **irrigation system** upon adjacent cropland parcels, which system will require the installation of a pipeline across and beneath the COUNTY road X which separates such parcels. Location of the parcel is shown on attached map.

C. PERMITTEE has requested COUNTY to grant it a license to permit the installation of such pipelines across and beneath the COUNTY roads which separate the parcels and COUNTY is willing to grant such permission to PERMITTEE on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is acknowledged by the parties, the parties hereby agree as follows:

SECTION 1: GRANT OF LICENSE

COUNTY hereby grants to PERMITTEE, its successors and assigns, a license (hereinafter the License) for

- (a) Type of system: Metal casing or heavy wall (SDR 35 or equivalent) PVC pipe for crossing liner/casing pipe. Casing pipe to extend from ditchline to ditchline or toe of slope to toe of slope, with a minimum bury of 6 feet to alleviate frost issues, or be properly protected to negate frost effects as approved by the COUNTY. The metal casing pipe shall be adequately sized to handle the stainless steel irrigation water line proposed per the irrigation system manufacturer's recommendation. In addition, a separate nominal 2-inch diameter line shall be installed adjacent to the water line for conveyance of private electrical utility. Both ends of the irrigation water line pipe crossing at the end of casing shall be fitted with a cleanout access for blowing out and removal of standing water in the winter seasons, to negate the effects of frost and frost rupture of the system.
- (b) Location: The crossing shall be installed from the property side of the line to property line side of the line across the right of way. The Owner shall meet the following additional

requirements:

- a. The crossing shall intersect the roadway centerline at either a 90 ninety degree angle or at a 45-degree angle.
- b. The crossing and casing pipe shall be a direct line of sight from right of way intersection point to right of way intersection point, no angle points or bends.
- c. The Owner shall mark both ends of the line with a metal reflective sign on a metal sign post at the point where the line enters the right of way on each side. The Owner shall be responsible for maintaining the signage to signify its' location for the duration of its' existence.
- d. The Owner shall be responsible to notify all future permittee's of the utility location and depth. Owner shall provide an As-Built map/drawing of the utility location to the Highway Department upon completion of its' installation. Receipt of the drawing, shall not alleviate the Owner of its' responsibility to maintain the private utility service.

SECTION 2: PURPOSE AND RESPONSIBILITIES DEFINED

1. The use of the License shall be limited to the installation and maintenance of one (1) **irrigation system** at +/- 1100 feet south of the intersection of CTH K and STH 14 in section 24, T-8-N, R-5-E in the Town of Arena. The initial installation of the pipeline and any future required replacement of the pipes beneath noted location shall only be installed by means of jacking and boring beneath the County trunk Highway at a sufficient depth so as not to damage the pavement or base course of the County Highway at said location. Owner and installer shall verify the requirements for depth of bury to address potential issues related to frost/heave action of the subsurface soils.
2. **PERMITTEE** and its successors and assigns shall be responsible for and shall hold **COUNTY** harmless from any and all damage to said pipelines including, but not limited to, any and all damage which may result from the future construction, installation, repair and/or maintenance of the County Trunk Highway and/or the ditches, drainage ways, culverts, bridges and other improvements located within or adjacent to such public rights-of-way by **COUNTY** and/or its employees, agents, or any other person or entity performing services on behalf of **COUNTY**.
3. **PERMITTEE** and its successors and assigns shall be responsible for and liable to **COUNTY** for any damage to the County Trunk Highway resulting from said pipelines (including, but not limited to, the installation and maintenance thereof). **PERMITTEE** and its successors and assigns shall indemnify **COUNTY** from and against all loss, costs (including reasonable attorney's fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with or resulting from said pipelines being located under the County Trunk Highway location noted above including, but not limited to, the installation and maintenance of said pipelines.
4. **PERMITTEE** and its successors and assigns shall restore any portion of the County Trunk Highway or right of way which may be disturbed by any installation or maintenance of the pipelines to its condition before the disturbance.
5. **PERMITTEE** and its successors and assigns shall have the right to any access needed to install and maintain said pipelines under the County Trunk Highway location noted above.
6. **PERMITTEE** and its successors and assigns shall be responsible for any and all costs incurred in

connection with the installation and maintenance of said pipelines including, but not limited to, the complete restoration of the County Trunk Highway location noted above to its condition before any installation or maintenance activities.

7. **PERMITTEE** and its successors and assigns shall be responsible for obtaining any and all state, **COUNTY** or other permits required to install the pipelines under the County Trunk highway location noted above.

8. **PERMITTEE** and its successors and assigns shall be responsible to field locate the permitted **irrigation system** for the **COUNTY** and other companies that are performing maintenance or construction within the **COUNTY** right-of-way. If **PERMITTEE** does not belong to the normal utility locating service, **PERMITTEE** assumes the risk of protecting its own **irrigation system** and holds **COUNTY** harmless for any damage to **irrigation system** incurred when **PERMITTEE'S** **irrigation system** is not identified and marked.

SECTION 3: CONSIDERATION

The consideration for the granting of this License is the covenants and conditions contained herein, and no payment of money shall be required by **PERMITTEE** to **COUNTY** for this agreement.

SECTION 4: LICENSE TO RUN WITH LAND

All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by **PERMITTEE** and **COUNTY** and their respective successors and assigns. **PERMITTEE** and any successor or assign to **PERMITTEE** as fee simple owner, easement holder or lessee of parcel shall cease to have any liability under this Agreement with respect to facts or circumstances arising, after such party has transferred their/its interest(s) in parcel to an unrelated third person or entity. Should the two parcels of land which the irrigation system join be separated in ownership, the Owner agrees to abandon and fill the piping in place with suitable non-settling materials; as mutually agreed to by the Owner and County.

SECTION 5: TERMINATION

This License may be terminated by **COUNTY** at any time upon the giving of not less than 180 days advance written notice to **PERMITTEE** or its successor or assign.

SECTION 6: GENERAL PROVISIONS

1. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

2. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

3. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in

the office of the Register of Deeds for Iowa COUNTY, Wisconsin.

4. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

5. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms and conditions of this Agreement.

6. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

Dated this _____ Day of _____, 2013.

PERMITTEE

COUNTY OF IOWA

By: _____

By: _____
Craig E Hardy, P.E./R.L.S.
Iowa County Highway Commissioner

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
 :SS
COUNTY OF IOWA)

Personally came before me this _____ day of _____, 2013 the
above-named Kallen Schwartz, in his capacity as Owner of Record of the parcels and **PERMITTEE**
to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Iowa County, Wisconsin
My Commission is permanent
or expires: _____

General Transportation Aids (GTA)

Statutory Authority: § 86.30

Admin. Rule: N/A

Objective: To provide local governments with a partial reimbursement of funds to offset the cost of county and municipal road construction, maintenance, traffic, and police costs. A local unit of government's payment is based on either a share of eligible transportation related expenditures, or a per mile payment. The mix of fund sources supporting local roads reflects the mix of benefits they provide to both highway users and property owners.

Eligibility: General Transportation Aids (GTA) funds are distributed to all Wisconsin counties, cities, villages, and towns. Payments are divided among all local governments based on either a percentage of eligible highway-related expenditures or a per-mile payment, whichever results in a higher payment. It covers a portion of the cost of such things as constructing roads, filling potholes, plowing snow, grading shoulders, marking pavement, and repairing curbs and gutters.

Description: The GTA program is the second largest line item in WisDOT's budget. Under this program, 1,925 local governments (all counties, cities, villages, and towns) receive quarterly payments based on local road mileage and aidable local costs. Aidable local costs generally include the local share of all road and street construction and maintenance costs within roadway rights of way. Expenditures on county forest roads are aided under another, separate program.

- Within a given annual funding level, the major determinants of the amount of aid a local government will receive are the road mileage under its jurisdiction (used to calculate "rate-per-mile" (RPM) payments) and the amount of its own resources it has spent on that mileage over an average of six years (used in determining "share of costs" (SOC) payments).
- The RPM rate has been \$2,202 since CY 2015.
- The SOC percentage is determined on a yearly basis during the calculation process; the total costs reported and the balance of remaining funding within the appropriation are the two primary factors.
- There are two appropriations, one for counties and one for municipalities.
- Municipalities cannot receive more than 85% of their three-year costs average regardless of whether they are RPM or SOC eligible.

- Minimum and maximum "cushions" in the formula ensure:
 - Local governments can receive increases from their previous year's payments up to 15%; and
 - For counties and municipalities, payment reductions are limited to 10% of the previous year's payment

Each spring, local governments file a Municipal Financial Report with the Department of Revenue. WisDOT uses portions of that data to determine a local government's costs and calculate the aid awards. Since the Municipal Financial Reports are based on calendar year data, there is a lag in its effect on transportation aid payments, e.g., costs incurred during 2015 were submitted in 2016 and first used in the calculation of 2017 aid amounts.

CY2016 Distribution Levels:	Counties:	\$98,400,200
	Municipalities:	\$321,260,500
	Total State:	\$419,660,700

FY2016 SEG Appropriation Levels:	Counties:	\$98,400,200
	Municipalities:	\$321,260,500
	Total State:	\$419,660,700

CY2017 Distribution Levels:	Counties:	\$98,400,200
	Municipalities:	\$321,260,500
	Total State:	\$419,660,700

FY2017 SEG Appropriation Levels:	Counties:	\$98,400,200
	Municipalities:	\$321,260,500
	Total State:	\$419,660,700

GTA Program Manager:

Tim Olusegun
 Phone: (608) 266-0254
 Email: tim.olusegun@dot.wi.gov

WISCONSIN COUNTIES - 2015 CTH MILEAGE & GENERAL TRANSPORTATION AIDS INFO.

Ranked by 6 yr. Average GTA Cost / Mile

Statewide Miles of CTH Rank	6-yr Ave GTA Costs/Mile Rank	County	2015 Miles of CTH	6-Year Ave GTA Costs (2009-2014)	2016 GTA Payment	6-yr Ave GTA Costs/Mile
65	1	Milwaukee	145	\$20,756,369	\$3,719,776	\$143,147
62	2	Racine	164	\$12,955,366	\$2,321,748	\$78,996
9	3	Waukesha	399	\$25,716,257	\$4,608,643	\$64,452
12	4	Brown	361	\$23,081,847	\$4,136,528	\$63,939
58	5	Walworth	193	\$12,116,420	\$2,171,399	\$62,779
40	6	Kenosha	258	\$15,579,484	\$2,792,019	\$60,386
59	7	Washington	186	\$11,138,820	\$1,996,202	\$59,886
55	8	Rock	212	\$11,313,193	\$2,027,452	\$53,364
51	9	Winnebago	220.14	\$11,150,652	\$1,998,323	\$50,653
63	10	Ozaukee	156	\$7,180,315	\$1,286,794	\$46,028
3	11	Dane	526	\$23,437,782	\$4,200,315	\$44,559
14	12	Outagamie	346	\$15,155,605	\$2,716,055	\$43,802
8	13	Eau Claire	421	\$16,883,108	\$3,025,634	\$40,102
66	14	Calumet	133.2	\$4,802,833	\$860,722	\$36,057
41	15	Jefferson	257	\$9,107,827	\$1,632,225	\$35,439
50	16	Adams	227	\$6,986,664	\$1,252,089	\$30,778
33	17	LaCrosse	285.34	\$8,769,220	\$1,571,543	\$30,733
5	18	Sheboygan	449	\$13,724,642	\$2,459,611	\$30,567
16	19	St. Croix	338	\$10,286,040	\$1,843,374	\$30,432
67	20	Crawford	132.57	\$3,990,274	\$715,102	\$30,099
10	21	Fond du Lac	384	\$11,430,710	\$2,048,512	\$29,767
57	22	Washburn	199	\$5,789,159	\$1,037,483	\$29,091
22	23	Wood	324	\$9,342,797	\$1,674,335	\$28,836
2	24	Dodge	541	\$15,128,201	\$2,711,144	\$27,963
19	25	Waupaca	333.79	\$9,325,323	\$1,671,203	\$27,938
61	26	Oneida	171	\$4,456,498	\$798,655	\$26,061
21	27	Polk	331	\$8,555,689	\$1,533,276	\$25,848
69	28	Ashland	91	\$2,328,193	\$417,239	\$25,585
1	29	Marathon	614	\$15,322,425	\$2,745,951	\$24,955

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WISCONSIN COUNTIES - 2015 CTH MILEAGE & GENERAL TRANSPORTATION AIDS INFO.

Ranked by 6 yr. Average GTA Cost / Mile

Statewide Miles of CTH Rank	6-yr Ave GTA Costs/Mile Rank	County	2015 Miles of CTH	6-Year Ave GTA Costs (2009-2014)	2016 GTA Payment	6-yr Ave GTA Costs/Mile
72	30	Menominee	37	\$916,033	\$164,163	\$24,758
13	31	Columbia	357	\$8,501,099	\$1,523,493	\$23,813
70	32	Iron	67	\$1,592,127	\$285,327	\$23,763
6	33	Portage	433	\$10,266,457	\$1,839,865	\$23,710
30	34	Shawano	294.07	\$6,951,366	\$1,245,763	\$23,638
26	35	Sauk	307	\$7,238,789	\$1,297,273	\$23,579
43	36	Pierce	249	\$5,851,531	\$1,048,660	\$23,500
25	37	Grant	311	\$7,166,609	\$1,284,337	\$23,044
71	38	Florence	49	\$1,107,823	\$198,534	\$22,609
29	39	Door	294.11	\$6,623,489	\$1,166,071	\$22,520
35	40	Manitowoc	284	\$6,290,952	\$1,127,410	\$22,151
18	41	Marinette	334.28	\$7,381,200	\$1,322,794	\$22,081
54	42	Kewaunee	219	\$4,770,801	\$854,981	\$21,784
39	43	Lincoln	270.73	\$5,765,614	\$1,033,263	\$21,297
56	44	Vilas	204	\$4,291,921	\$769,161	\$21,039
34	45	Vernon	285.23	\$5,955,747	\$1,067,337	\$20,881
46	46	Juneau	234	\$4,597,604	\$823,943	\$19,648
47	47	Jackson	231	\$4,470,588	\$801,180	\$19,353
36	48	Green	278	\$5,279,144	\$946,082	\$18,990
7	49	Dunn	425	\$8,007,492	\$1,466,240	\$18,841
32	50	Barron	291	\$5,479,528	\$981,993	\$18,830
60	51	Bayfield	173	\$3,202,200	\$573,870	\$18,510
48	52	Sawyer	228.94	\$4,196,789	\$752,112	\$18,331
48	53	Green Lake	228.94	\$4,146,952	\$743,181	\$18,114
23	54	Oconto	319	\$5,439,453	\$974,811	\$17,052
15	55	Monroe	344	\$5,593,373	\$1,002,396	\$16,260
45	56	Marquette	237	\$3,775,975	\$676,697	\$15,932
31	57	Trempealeau	292	\$4,568,648	\$818,753	\$15,646
4	58	Chippewa	489	\$7,605,210	\$1,362,939	\$15,553

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WISCONSIN COUNTIES - 2015 CTH MILEAGE & GENERAL TRANSPORTATION AIDS INFO.

Ranked by 6 yr. Average GTA Cost / Mile

Statewide Miles of CTH Rank	6-yr Ave GTA Costs/Mile Rank	County	2015 Miles of CTH	6-Year Ave GTA Costs (2009-2014)	2016 GTA Payment	6-yr Ave GTA Costs/Mile
68	59	Forest	109	\$1,569,096	\$281,200	\$14,395
52	60	Price	220.05	\$3,112,819	\$557,852	\$14,146
44	61	Taylor	248	\$3,446,863	\$617,717	\$13,899
17	62	Douglas	337	\$4,633,053	\$830,295	\$13,748
20	63	Waushara	333	\$4,565,074	\$818,113	\$13,709
52	64	Burnett	220.05	\$2,836,750	\$508,378	\$12,891
11	65	Iowa	365	\$4,638,994	\$834,735	\$12,710
42	66	Rusk	255	\$3,209,769	\$575,227	\$12,587
37	67	Lafayette	272	\$3,326,831	\$596,206	\$12,231
38	68	Langlade	271.09	\$3,260,544	\$584,326	\$12,028
24	69	Buffalo	318	\$3,624,306	\$649,517	\$11,397
27	70	Clark	301	\$3,424,316	\$613,676	\$11,376
64	71	Pepin	155	\$1,685,311	\$302,027	\$10,873
28	72	Richland	297	\$3,093,162	\$554,330	\$10,415

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WISCONSIN COUNTIES 2012 - 2017 CTH MILEAGE & GENERAL TRANSPORTATION AIDS INFO.

Ranked by 6 yr. Average GTA Cost / Mile

6-Yr Ave GTA Costs/Mile Ranking	Mileage Maintained Ranking	LG Name	WISLR Miles	SixYearAvgCost	6Yr Ave / Mileage	GTA 2019 Amount - GTA\$ / Mileage
1	65	Milwaukee County	141.02	26,101,299.43	185,089.34	4,979,950.08 \$ 35,313.79
2	62	Racine County	164.77	14,238,473.93	86,414.24	2,716,603.81 \$ 16,487.25
3	12	Brown County	360.85	24,647,675.07	68,304.49	4,702,608.45 \$ 13,032.03
4	9	Waukesha County	407.38	26,107,501.23	64,086.36	4,981,133.34 \$ 12,227.24
5	59	Washington County	182.02	11,598,011.97	63,718.34	2,212,821.66 \$ 12,157.02
6	42	Kenosha County	252.72	15,942,511.40	63,083.69	3,041,722.54 \$ 12,035.94
7	58	Walworth County	193.21	11,422,507.20	59,119.65	2,204,077.33 \$ 11,407.68
8	55	Rock County	213.30	12,020,611.80	56,355.42	2,293,450.82 \$ 10,752.23
9	3	Dane County	521.44	28,908,529.93	55,439.80	5,515,550.53 \$ 10,577.54
10	51	Winnebago County	220.27	10,604,849.57	48,144.77	2,023,333.04 \$ 9,185.70
11	63	Ozaukee County	155.55	7,464,913.27	47,990.44	1,424,254.59 \$ 9,156.25
12	14	Outagamie County	344.02	16,405,587.87	47,687.89	3,130,074.38 \$ 9,098.52
13	8	Eau Claire County	420.53	17,833,786.10	42,407.88	3,402,564.87 \$ 8,091.13
14	40	Jefferson County	257.27	10,454,958.03	40,638.08	1,994,734.75 \$ 7,753.47
15	66	Calumet County	133.49	5,145,909.90	38,549.03	981,804.54 \$ 7,354.89
16	22	Wood County	324.41	11,501,590.27	35,453.87	2,194,425.05 \$ 6,764.36
17	57	Washburn County	198.75	6,925,701.43	34,846.30	1,321,376.64 \$ 6,648.44
18	10	Fond Du Lac County	384.05	13,367,386.63	34,806.37	2,550,406.28 \$ 6,640.82
19	17	Saint Croix County	336.07	11,363,617.57	33,813.25	2,168,100.80 \$ 6,451.34
20	5	Sheboygan County	449.30	14,546,447.33	32,375.80	2,775,363.03 \$ 6,177.08
21	71	Florence County	49.12	1,577,922.17	32,123.82	301,056.80 \$ 6,129.01
22	19	Waupaca County	333.69	10,503,376.27	31,476.45	2,003,972.62 \$ 6,005.49
23	67	Crawford County	132.43	4,107,745.33	31,018.24	783,729.82 \$ 5,918.07
24	72	Menominee County	36.51	1,127,868.13	30,892.03	215,189.55 \$ 5,893.99
25	35	La Crosse County	282.09	8,516,611.83	30,191.12	1,624,911.51 \$ 5,760.26
26	50	Adams County	226.67	6,664,889.40	29,403.49	1,271,615.48 \$ 5,609.99
27	21	Polk County	331.37	9,577,611.67	28,903.07	1,827,343.05 \$ 5,514.51
28	43	Pierce County	248.65	6,994,579.80	28,130.22	1,334,518.16 \$ 5,367.05
29	61	Oneida County	171.22	4,665,155.73	27,246.56	890,079.93 \$ 5,198.46
30	2	Dodge County	538.61	14,584,221.57	27,077.52	2,782,570.10 \$ 5,166.21
31	1	Marathon County	614.48	16,538,018.70	26,913.84	3,155,341.28 \$ 5,134.98
32	6	Portage County	434.00	11,408,382.73	26,286.60	2,176,641.69 \$ 5,015.30
33	13	Columbia County	357.23	8,806,249.13	24,651.48	1,680,172.33 \$ 4,703.33
34	18	Marquette County	334.28	8,112,998.70	24,270.07	1,547,904.87 \$ 4,630.56
35	26	Sauk County	308.31	7,357,821.03	23,865.01	1,403,822.12 \$ 4,553.28
36	30	Shawano County	293.87	6,936,835.40	23,605.12	1,323,500.93 \$ 4,503.70
37	60	Bayfield County	172.81	4,008,243.10	23,194.51	764,745.47 \$ 4,435.35
38	34	Manitowoc County	283.60	6,574,239.27	23,181.38	1,254,320.06 \$ 4,422.85
39	39	Lincoln County	270.73	6,198,337.37	22,894.90	1,182,600.53 \$ 4,368.19
40	25	Grant County	310.87	7,024,912.13	22,597.59	1,340,305.37 \$ 4,311.47
41	70	Iron County	67.24	1,425,130.70	21,194.69	271,905.23 \$ 4,043.80
42	29	Door County	295.55	6,201,585.90	20,983.20	1,183,220.33 \$ 4,003.45
43	69	Ashland County	91.35	1,885,146.33	20,636.52	359,673.07 \$ 3,937.31

WISCONSIN COUNTIES 2012 - 2017 CTH MILEAGE & GENERAL TRANSPORTATION AIDS INFO.									
Ranked by 6 yr. Average GTA Cost / Mile									
6-Yr Ave GTA Costs/Mile Ranking	Mileage Maintained Ranking	LG Name	WISLR Miles	SixYearAvgCost	6YrAve / Mileage	GTA 2019 Amount	GTA\$ / Mileage		
44	36	Green County	277.86	5,619,447.43	20,224.02	1,072,152.28	\$ 3,858.61		
45	56	Vilas County	204.17	4,107,258.70	20,116.86	783,636.97	\$ 3,838.16		
46	47	Jackson County	231.24	4,642,380.27	20,076.03	885,734.52	\$ 3,830.37		
47	46	Juneau County	234.18	4,594,922.97	19,621.33	876,679.99	\$ 3,743.62		
48	49	Green Lake County	228.27	4,206,183.13	18,426.35	802,511.08	\$ 3,515.62		
49	7	Dunn County	425.12	7,775,034.27	18,289.03	1,483,423.56	\$ 3,489.42		
50	4	Chippewa County	489.25	8,480,159.37	17,332.98	1,617,956.62	\$ 3,307.01		
51	16	Douglas County	336.72	5,735,945.60	17,034.76	1,094,379.34	\$ 3,250.12		
52	54	Kewaunee County	219.06	3,724,500.67	17,002.19	710,609.35	\$ 3,243.90		
53	32	Barron County	290.90	4,917,614.13	16,904.83	938,247.27	\$ 3,225.33		
54	23	Oconto County	318.51	5,371,289.37	16,863.80	1,024,805.41	\$ 3,217.50		
55	15	Monroe County	343.58	5,664,149.47	16,485.68	1,080,681.12	\$ 3,145.36		
56	48	Sawyer County	228.94	3,706,012.50	16,187.70	738,658.99	\$ 3,226.43		
57	45	Marquette County	237.28	3,722,671.93	15,688.94	710,260.44	\$ 2,993.34		
58	33	Vernon County	285.22	4,421,086.93	15,500.62	876,975.65	\$ 3,074.73		
59	31	Trempealeau County	291.90	4,436,260.93	15,197.88	846,408.36	\$ 2,899.65		
60	52	Burnett County	220.05	3,278,042.43	14,896.81	625,428.16	\$ 2,842.21		
61	44	Taylor County	248.37	3,664,454.00	14,754.01	699,152.85	\$ 2,814.96		
62	41	Rusk County	255.13	3,719,759.00	14,579.86	709,704.67	\$ 2,781.74		
63	20	Waushara County	333.46	4,591,978.90	13,770.70	876,118.28	\$ 2,627.36		
64	53	Price County	220.05	2,998,213.87	13,625.15	572,038.78	\$ 2,599.59		
65	27	Clark County	300.91	4,074,267.47	Ave = 2017 Amount 6,117,064	777,342.47	\$ 2,583.31		
66	11	Iowa County	364.75	4,746,089.00	Ranks 55th	905,521.44	\$ 2,482.58		
67	68	Forest County	109.06	1,354,195.97	Add \$1M @ Yr6	258,371.36	\$ 2,369.08		
68	38	Langlade County	271.09	3,283,688.40	\$ 7,117,064	626,505.37	\$ 2,311.06		
69	37	Lafayette County	272.15	3,257,451.27	Ranks 48th	621,499.51	\$ 2,283.67		
70	24	Buffalo County	317.89	3,571,675.80		681,451.41	\$ 2,143.67		
71	64	Pepin County	154.72	1,650,611.77		314,925.48	\$ 2,035.45		
72	28	Richland County	296.50	3,087,754.07		589,122.44	\$ 1,986.92		
If we continue the \$400K Vehicle Registration Fee, \$600K Annual ST Borrowing, and \$680K HHS note Borrowing in 5 years our average will raise to \$6.12M									
If we add \$1M in borrowing for roadway improvements, at 6 years our average would raise to \$7.12M									

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IOWA
County GOVERNMENT
WISCONSIN

Craig Hardy, Highway Commissioner

www.iowacounty.org

January 31, 2019

NOTICE OF AWARD

2019 Tri Axle Trucks, Boxes and related Snow Equipment

SUCCESSFUL BIDDER(S)

Tri-Axle Truck Chassis – Western Star – I-State Truck Center; Windsor, Wisconsin
Tri-Axle Truck Boxes – Monroe Truck Equipment; Monroe, Wisconsin
Snow Plows and Sanders – Monroe Truck Equipment; Monroe, Wisconsin

Dear Vendor(s):

After careful review, the Iowa County Highway Department has awarded the above listed truck, dump body, and winter equipment bids. The final bid tabulation results are as follows for the equipment to be ordered:

Trucks

I-State Truck Center – Windsor, Wisconsin
Tri-Axle Chassis – Western Star 4700 - \$118,013.00 including cab upgrades, warranty items, and software as specified.

Total Base Bid Price = 3 Units at \$354,039.00 +/-

Equipment

Monroe Truck Equipment – Monroe; Wisconsin
Tri-axle Dump Body – \$68,688.00 plus additional upgrades as specified/clarified.
11' Front Plow – Monroe - \$9,822.00 as specified.
9' Rt. Wing Plow – Monroe - \$9,890.00 as specified including special glide wing post mount.
Tailgate Sander – \$4,801.00 as specified 6-inch auger.

Additional Bid clarifications = \$736.00

Total Base Bid price = \$93,937.00 * 3 Units = \$281,811.00 +/-

If you have any questions, please contact Craig Hardy at 608-935-3381 X605 or e-mail craig.hardy@iowacounty.org.

Respectfully Submitted,

Craig E Hardy
Iowa County Highway Commissioner
Enclosure

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Transportation Stakeholder Task Force



MEMBERSHIP

Tom Bressner
Wisconsin Agribusiness Association

Donna Brown-Martin
Milwaukee County Department of Transportation

Andrew Davis
Metropolitan Milwaukee Association of Commerce

County Executive Jonathan Delagrave
Racine County

Jerry Deschane
League of Wisconsin Municipalities

Carrie Diamond
Greater Wisconsin Agency on Aging Resources, Inc.

Dan Fedderly
Wisconsin County Highway Association

Dean Haen
Wisconsin Commercial Ports Association

Mayor Tim Hanna
City of Appleton

Senator Dave Hansen
Senate Committee on Transportation, Veterans and Military Affairs

Jim Holte
Wisconsin Farm Bureau Federation

Sheldon Johnson
Northwest Regional Planning Commission

Tracy Johnson
Commercial Association of Realtors Wisconsin

Robb Kahl
Construction Business Group

Chris Klein
American Council of Engineering Companies

Jeff Knight
Association of Wisconsin Tourism Attractions

Mike Koles
Wisconsin Towns Association

Representative Debra Kolste
Assembly Committee on Transportation

Representative Bob Kulp
Assembly Committee on Transportation

Ken Lucht
Wisconsin & Southern Railroad

Senator Howard Marklein
Senate Committee on Transportation, Veterans and Military Affairs

Ashwat Narayanan
1000 Friends of Wisconsin

Mark O'Connell
Wisconsin Counties Association

John Parkyn
Wisconsin Association of Railroad Passengers

Senator Jerry Petrowski
Senate Committee on Transportation, Veterans and Military Affairs

Doug Rebout
Wisconsin Corn Growers Association

Steve Rhode
Schneider National

Patrick Sake
City Brewery

Henry Schienebeck
Great Lakes Timber Professionals Association

Dave Schlabowske
Wisconsin Bike Fed

John Schmitt
Wisconsin Laborers District Council

Abe Weber
Wisconsin Airport Managers Association

Jeremy Wesso
Menominee County

Curt Witynski
League of Wisconsin Municipalities

Transportation Stakeholder Task Force



DRAFT AGENDA

January 31, 2019

9:30 a.m. to 4:15 p.m.

Hill Farms State Office Building
4822 Madison Yards Way, Madison, WI
Conference Room S156

Time	Agenda Item	Presenters
9:00 - 9:30 a.m.	Registration and Networking	
9:30 - 10:00 a.m.	Opening Remarks	• Governor Tony Evers (invited) • Secretary Craig Thompson
10:00 - 10:15 a.m.	Meeting Overview and Introductions	• WisDOT Staff
10:15 - 10:45 a.m.	Transportation Budget Overview - Presentation	• WisDOT Office of Management and Budget (OMB)
10:45 - 11:15 a.m.	Transit and Bicycle/Pedestrian Programs - Presentation	• WisDOT Division of Transportation Investment Management (DTIM)
11:15 - 12:00 p.m.	Transit and Bicycle/Pedestrian Programs - Tabletop Discussion	• Task Force • WisDOT Staff
12:00 - 12:30 p.m.	Lunch	
12:30 - 1:15 p.m.	Freight and Passenger Railroads, and Harbor Assistance Programs - Presentation	• WisDOT DTIM
1:15 - 1:30 p.m.	Aeronautics Program - Presentation	• WisDOT DTIM
1:30 - 2:15 p.m.	Freight and Passenger Railroads, Harbor Assistance, and Aeronautics Programs - Tabletop Discussion	• Task Force • WisDOT Staff
2:15 - 2:30 p.m.	Break	
2:30 - 3:00 p.m.	Local Programs - Presentation	• WisDOT DTIM
3:00 - 3:45 p.m.	Local Programs - Tabletop Discussion	• Task Force • WisDOT Staff
3:45 - 4:00 p.m.	Transportation Funding Alternatives - Introduction	• WisDOT OMB
4:00 - 4:15 p.m.	Summarization/Day Two Schedule/Closing Remarks	• Secretary Craig Thompson