

NOTICE OF AN ELECTRONIC MEETING

This meeting will be conducted via electronic videoconferencing/teleconferencing. As such, it is likely that some or all members of, and a possible quorum, may be in attendance via electronic means and not physically present.

In accordance with Wisconsin law, the meeting will remain open to the public. The public may attend in person at the location noted on the agenda.

	Public Works Committee Monday October 26, 2020 – 5:00 pm Conference Call 1.312.626.6799 Zoom Meeting ID:810 8003 1071 Passcode: 918271 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.		
<i>Any subject on this agenda may become an action item.</i>		
1	Call to order.	
2	Roll Call. (Committee & Audience)	
3	Approve the meeting agenda for October 26, 2020.	
4	Approve the minutes of October 5, 2020 meeting.	
5	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.	
6	2021 Budget County - Township 50 - 50 Bridge Funding Resolution for Projects Completed for 2020 in compliance with Wisconsin State Statute 82.08.	
7	State-County Salt Shed Rental Agreement for Highland Facility.	
8	3 rd Quarter Financial reports: A. Other Pass-thru – River Rail transit and Tri-county Airport. B. Land Conservation. C. Planning & Zoning. D. Airport. E. Highway.	
9	Highway Commissioner's Report:	

	A. 2021 State-County Routine Maintenance Agreement. B. 2021 Department Budget – Airport and Highway. C. 2020 Capital Acquisitions update. D. CDBG-Close Grant update. E. CTH BB Right of Way and Maintenance Authority Agreement update. F. CTH F Public Involvement Meeting Monday November 2, 2020 at 6PM. G. STH 23 Wisconsin River Bridge closure schedule. H. Two (2) Ultra-violet Light Decontamination Robots delivered.
9	Next Meeting Date and Adjournment: Monday November 30, 2020 at 5:00 P.M.
Posting verified by the County Clerk's Office: Date: Initials:	

The public is encouraged and requested to attend via electronic means.

You may attend via videoconference by downloading the free Zoom program to your computer at <https://zoom.us/download> At the date and time of the meeting, you log on through the Zoom program and enter the Meeting ID from the above agenda.

You may also attend via conference call by dialing the phone number listed on the agenda above.



UnAPPROVED MINUTES
Public Works Committee
Monday October 5, 2020– 6:00 pm
Health & Human Services Center – Community Room and
Electronically via Zoom Meeting
303 W. Chapel Street
Dodgeville, Wisconsin

**Iowa
County
Wisconsin**

- 1 The meeting was called to order at 6:00 P.M. by Chair Sup. Gollon
- 2 Roll Call. Present: Chair Gollon, Supervisors Butteris, Deal, Storti, and Meyers; Absent - Masters. Others Physically Present: Commissioner Hardy, Administrator Bierke. Others Present via Zoom: Land Conservation Director Abbot and Accounting Specialist Champion.
- 3 Sup. Deal moved to approve the agenda for this meeting and minutes for August 31 meeting. Sup. Storti seconded the motion. Carried unanimously.
- 4 Comments from the public or committee. Sup. Storti reported the Southwest Wisconsin River Rail Transit would meet later this week to hear an update on the project to place new continuous welded rail on the Prairie Subdivision, which runs from Prairie du Chein to Madison. No other comments.
- 5 Policy 1202 Farmland Preservation Tax Credit Program Compliance. Katie Abbot answered questions pertaining to the program. Eligibility certification must be submitted by LCD for an owner to receive the credit on taxes.
Sup. Deal moved to approve and move forward to the board. Sup. Butteris second. Carried unanimously.
- 6 Commissioner Hardy presented details about the vehicle registration fees and the use for bridge projects. The county gets about \$420,000 annually in Vehicle Registration Fees. Hardy provided a Powerpoint presentation on current and future bridge projects utilizing the funding. Bridges on CTH H and CTH II are in the design phase for 2021 and 2022 construction, respectively. Bridge projects can take approximately 4 - 6 years from start of design to finish of construction to complete.
- 7 Commissioner Hardy presented the Commissioners Report.
Hardy reviewed the biennial bridge inspection that was completed for 2020. Hardy also presented the 2021 budget with little or no changes from the August Meeting, with exception to health care cost increases. Hardy presented the updated Capital Acquisition report, reviewed the borrowing amount and planning of purchases. Administer Burke and Financial Director Bierke informed Hardy there was additional funds up to 2.1 Million. Hardy provided a listing of priorities for a potential proposal for utilizing the additional funding.
Hardy addressed the concern of a Covid outbreak within the department and seasonal road clearing. The Department is finalizing the plans for coverage in the midst of an outbreak for winter plowing.
Highway has one current vacancy for a Mechanic; which the department is in the process of filling.
Hardy informed the committee he is still awaiting an agreement from the State for the CTH BB right away and the Highland salt shed.
There is a CTH F public involvement meeting scheduled for November 2, 2020 at 6 PM.

10	The next meeting date is scheduled for Monday October 26, 2020 at 5:00 P.M.
11	Sup. Deal moved to adjourn the meeting. Sup. Storti seconded the motion. Motion carried unanimously. Meeting adjourned at 7:32 P.M.
Minutes by Accounting Specialist Champion 10/06/20	

AGENDA ITEM COVER SHEET

Title: 9-30-2020 Financial Reports for the Public Works Committee

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

9-30-2020 Preliminary financial report with a comparison of budget to actual year-do-date for the departments that report to the Public Works Committee

RECOMMENDATIONS (IF ANY):

For informational purposes only

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Preliminary 9/30/2020 Financial Statements

FISCAL IMPACT:

None, status of the 2020 budgetary balances as of 9/30/2020 - preliminary

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Roxie Hamilton

DEPT: Finance Department

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

(5)

	A	B	C	D	E	F	G	H	I
1	Iowa County Public Works Committee - Financial Statement - Includes only those Departments that report to the Committee								
2	For the Period Ending September 30, 2020 prepared 10/20/2020								
3	<u>Department</u>	<u>2020 Tax Levy Amount - Adopted & Fund Balance Applied</u>	<u>Budget Adjustments / Transfers</u>	<u>Carryovers From Prior Year</u>	<u>2020 Tax Levy + Budget Adjustments / Transfers / Carryovers</u>	<u>Revenues - other than Tax Levy</u>	<u>Expenditures</u>	<u>Excess (Deficiency) of Revenues over Expenditures</u>	<u>Notes</u>
4	<u>General Fund</u>								
5	Planning & Development included GIS	109,294		184,927	294,221	294,511	246,428	342,304	
6	Land Conservation	173,211		1,053	174,264	102,992	294,508	(17,252)	
7									
8	Total General Fund	282,505	-	185,980	468,485	397,503	540,936	325,052	
9									
10	<u>Special Revenue & Capital Funds</u>								
11	Tri County Airport	10,705			10,705	-	15,452	(4,747)	
12	Iowa County Airport - operating	76,437	50,500		126,937	122,686	252,980	(3,357)	
13	Wisconsin River Rail Transit - Expenditures	30,000			30,000	-	30,000	-	
14	Capital Projects Fund - Land Conservation Only	38,000			38,000	-	27,264	10,736	
15	Capital Projects Fund - Planning & Development Only	20,000			20,000	-	-	20,000	
16	Capital Projects Fund - Airport only	-	50,500		50,500	50,500	5,981	95,019	
17	Special Rev & Capital Funds Total	175,142	101,000	-	276,142	173,186	331,677	117,651	
18									
19	<u>Enterprise Funds</u>								
20	Highway Dept-includes 50/50 bridge aids & Hwy Debt Pmts	4,258,395			4,258,395	4,602,697	6,471,691	2,389,401	
21	Enterprise Funds Total	4,258,395	-	-	4,258,395	4,602,697	6,471,691	2,389,401	
22									
23	Total of All Funds	4,716,042	101,000	185,980	5,003,022	5,173,386	7,344,304	2,832,104	

52

	A	B	C	D	E	F	G	H	I
1	Departments that Report to the Iowa County Public Works Committee								
2	For the period ending 9/30/2020 prepared 10/20/2020								
3	Revenue - Compare Budget to Actual	2020 Adopted Annual Budget including Tax Levy & Fund Balances Applied	Budget Adjustments / Transfers	Carryovers From Prior Year	2020 REVISED BUDGET	Total Department YTD REVENUES	REMAINING BALANCE	PCT OF YEAR	PCT YTD
4	100 GENERAL FUND								
5	75 PLANNING & DEVELOPMENT DEPT	330,250			330,250	294,511	35,739	69%	89%
6	84 LAND CONSERVATION DEPARTMENT	289,458			289,458	102,992	186,466	69%	36%
7									
8	TOTAL: GENERAL FUND	619,708	-	-	619,708	397,503	222,205	69%	64%
9	260 TRI COUNTY AIRPORT								
10	06 TRI-COUNTY AIRPORT	10,705			10,705	10,705	-	69%	100%
11	262 IOWA COUNTY AIRPORT								
12	07 IOWA COUNTY AIRPORT	173,472			173,472	199,123	(25,651)	69%	115%
13	263 RAILROAD								
14	08 WI RIVER RAIL TRANSIT COMM	30,000			30,000	30,000	-	69%	100%
15	400 CAPITAL PROJECTS FUND								
16	32 CAPITAL PROJECTS - Land Conservation	38,000			38,000	38,000	-	100%	100%
17	32 CAPITAL PROJECTS - Planning & Developmnt	20,000			20,000	20,000	-	100%	100%
18	32 CAPITAL PROJECTS - Airport only	-	50,500		50,500	50,500	-	100%	100%
19	710 HIGHWAY DEPARTMENT								
20	70 HIGHWAY DEPT-includes 50/50 bridge aid and Debt	9,571,916			9,571,916	8,861,092	710,824	69%	93%
21									
22	TOTAL OF ALL FUNDS	10,463,801	50,500	-	10,514,301	9,606,923	907,378	69%	91%
23									
24	Expenditure - Compare Budget to Actual	2020 ADOPTED ANNUAL BUDGET	Budget Adjustments / Transfers	Carryovers From Prior Year	2020 REVISED BUDGET	Total Department YTD Expenditures	REMAINING BALANCE	% of Year	Actual % YTD
25	100 GENERAL FUND								
26	75 PLANNING & DEVELOPMENT DEPT	\$ 439,544			\$ 624,471	\$ 246,428	\$ 378,043	69%	39%
27	84 LAND CONSERVATION DEPARTMENT	\$ 462,669			\$ 463,722	\$ 294,508	\$ 169,214	69%	64%
28									
29	TOTAL: GENERAL FUND	\$ 902,213	\$ -	\$ 185,980	\$ 1,088,193	\$ 540,936	\$ 547,257	69%	50%
30	260 TRI COUNTY AIRPORT								
31	06 TRI-COUNTY AIRPORT	\$ 10,705			\$ 10,705	\$ 15,452	\$ (4,747)	100%	144%
32	262 IOWA COUNTY AIRPORT								
33	07 IOWA COUNTY AIRPORT	\$ 173,472	\$ 50,500		\$ 223,972	\$ 252,980	\$ (29,008)	69%	113%
34	263 RAILROAD								
35	08 WISCONSIN RIVER RAIL TRANSIT	\$ 30,000			\$ 30,000	\$ 30,000	\$ -	100%	100%
36	400 CAPITAL PROJECTS FUND								
37	32 CAPITAL PROJECTS-Land Conservation	38,000			\$ 38,000	\$ 27,264	\$ 10,736	69%	72%
38	32 CAPITAL PROJECTS - Planning & Developmnt	20,000			\$ 20,000	\$ 20,000	\$ 20,000	69%	0%
39	32 CAPITAL PROJECTS-AIRPORT	-	\$ 50,500		\$ 50,500	\$ 5,981	\$ 44,519	69%	12%
40	710 HIGHWAY DEPARTMENT								
41	70 HIGHWAY DEPT-includes 50/50 bridge aid & Debt Payments	\$ 9,571,916			\$ 9,571,916	\$ 6,471,691	\$ 3,100,225	69%	68%
42									
43	TOTAL OF ALL FUNDS	\$ 10,746,306	\$ 101,000	\$ 185,980	\$ 11,033,286	\$ 7,344,304	\$ 3,688,982	69%	67%
44	Notes:								
45	YTD = Year-to-date								
46	Notes: There was a transfer of \$50,500 from the Airport Operating Fund Balance to the Airport Capital Projects account								

5b

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RESOLUTION NO. _____
COUNTY AID TOWN ROAD BRIDGE CONSTRUCTION UNDER
SECTION 82.08 OF THE STATUTES
COUNTY OF IOWA

WHEREAS the various township in the County hereinafter named have filed petitions for county aid in the construction of bridges having been performed during 2020 construction season, And

WHEREAS under Section 82.08 of the Wisconsin State Statutes, said petitions are hereby granted, and the county's share is appropriated as follows:

Town	Bridge	Total Bridge Cost to-date	Prior Payments made by Resolution	Amount Raised By Local Units	Amount of County Aid Granted
Arena	Coon Rock Road	\$9,094.68	\$0.00	\$4,547.34	\$4,547.34
Dodgeville	Survey Road *	\$53,161.01	\$10,471.27	\$21,344.87	\$21,344.87
Highland	Blue River Road *	\$95,949.69	\$92,616.37	\$1,666.66	\$1,666.66
		\$13,965.09	\$13,965.09	\$0.00	\$0.00
Pulaski	Dry Dog Road (Rirap Additn)	\$14,090.02	\$12,875.02	\$607.50	\$607.50
Ridgeway	Brotherhood Lane Bridge	\$36,761.81	\$0.00	\$18,380.91	\$18,380.90
	Dugway Road	\$11,007.68	\$9,507.68	\$750.00	\$750.00
	Hands Hill Road	\$1,326.29	\$0.00	\$663.15	\$663.14
	Pikes Peak Road	\$18,700.18	\$0.00	\$9,350.09	\$9,350.09
Waldwick	Sylvan Road	\$27,290.65	\$0.00	\$13,645.33	\$13,645.32
	SUBTOTAL	\$281,347.10	\$139,435.43	\$70,955.85	\$70,955.82
County	Highway Administrative Fee***	+4.56% *	\$141,911.67	=	\$6,471.17
	TOTAL LEVY				\$77,426.99

* - Signifies a State-Federal Surface Transportation Program - Bridge (STP-Bridge) project. These STP-Bridge projects are funded through a state level grant program, which is designed to pay 80% of the original costs for the project. The remaining 20% of project total costs are paid by the local government sponsor. Per statute 82.08, these 20% costs can then be split 50-50 or 10% Township and 10% County via this resolution. The other 80% costs of the Township project covered by the federal-state STP-Bridge grant is not illustrated here. The total costs illustrated here are the share of costs borne by the township.

*** - The County is allowed to charge an administrative fee, which shall be a fixed fee as a percentage of the total costs for administering aid and in accordance with the statute 82.08 shall not exceed the percentage the county charges the state for the Administrative Records and Reports Fee (which is established as 4.56% for 2020).

THEREFORE LET IT BE RESOLVED by the Iowa County Board of Supervisors, The County Board does hereby levy a tax to meet said appropriations of \$77,426.99 on all of the property in the county which is taxable for such purpose.

NOTICE: It is directed that provision for this levy shall be made in the county budget, but that this levy shall not be duplicated.

Dated this 26th day of October, 2020 .

Respectfully Submitted by the Iowa County Public Works Committee
Chairman, Dave Gollon

DRAFT

AGENDA ITEM COVER SHEET

Title: Highland Salt Shed Agreement

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

In 2019, the Department built a county salt shed to replace the existing facility. A portion of the building was partitioned off for storage of state salt and winter materials. The proposed agreement codifies the arrangement between the state and county for said facility.

RECOMMENDATIONS (IF ANY):

Recommend to review, approve, and move to the County Board

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copy of the agreement (included in packet) and copy of WisDOT Chapter 02-15-50 of the state Highway Maintenance Manual Policy on Sodium Chloride Facility Agreements (available at the meeting).

FISCAL IMPACT:

Payment for 35% of the building structure cost to the Highway Fund for the portion of the Highland Salt Storage Facility which the state materials occupy.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5-10 mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 10-26-2020

AGENDA ITEM # 7

COMMITTEE ACTION:

Beane

LEASE AGREEMENT
Between
Iowa County, Wisconsin
And
Wisconsin Department of Transportation
Regarding
Road Salt Storage Facility

Summary: WisDOT to lease 3,600 square feet of a County-owned facility, with a 1,200-ton capacity, on County-owned land for road salt storage in accordance with this Lease.

Section 1: Lease Agreement

This lease agreement ("Lease") is made and entered into this 1st day of November 2020, by and between Iowa County ("County") and the Wisconsin Department of Transportation ("WisDOT") pursuant to WisDOT's statutory authority under Wis. Stat. §§ 84.01(13), 84.07, 84.09, and 85.15. WisDOT needs space in the County-owned 3,600 square foot facility having a total capacity allocation of 1,200 tons on the Premises ("Facility") for road salt storage. The Premises, as defined below, represents the best location for the Facility based on WisDOT's operational needs. WisDOT owns no comparable real estate suitable for this purpose. In consideration of the mutual promises and covenants contained in this Lease, County and WisDOT agree:

Section 2: Basic Lease Provisions

- 2.1 Definitions:** As used in this Lease unless the context requires another interpretation:
- 2.1.1 "Access" or "accessibility"** means the ability to freely use the allocated capacity for state salt storage.
 - 2.1.2 "Capacity allocation" or "allocated capacity"** means the agreed upon portion, measured in percentage, of the Facility's functional capacity designated for the storage of salt for use on the state trunk and interstate highway systems and the capacity allocated for the storage of salt for use on county trunk or other roadways.
 - 2.1.3 "Financed"** means the provision of funds to develop design plans, purchase land or materials, pay for construction, or any combination thereof by one party or jointly among the parties. The term "financed" does not include payments by WisDOT to County for salt storage under the routine maintenance Authority for Expenditure Agreement or the Sodium Chloride Reimbursement Policy 5.16 of the State Highway Maintenance Manual.
 - 2.1.4 "Hazardous substances"** means any substance that is toxic, ignitable, reactive, or corrosive, and whose storage, handling, disposal, or transport is regulated by federal, state, or local statute, rule, regulation, or ordinance and shall include any material or substance that is defined as "hazardous waste," "extremely hazardous waste," or "hazardous substance" pursuant to federal, state, or local statute, rule, regulation, or ordinance, including, but not

limited to, asbestos, polychlorinated biphenyls ("PCBs") and petroleum products.

- 2.1.5 "Ownership" means the land or building or equipment or any combination thereof titled or otherwise documented in the name of the county, state, or any agency thereof.
- 2.2 **County:** Iowa County, 1215 N. Bequette Street, Dodgeville, Wisconsin 53533.
- 2.3 **WisDOT:** Wisconsin Department of Transportation, 4802 Sheboygan Avenue, Madison, WI 53707.
- 2.4 **Premises:** Approximately 3,600 square feet of County property located in Iowa County, WI with a physical address of 836 Main Street, Highland, WI 53543 ("Premises") and is depicted in yellow on **Exhibit A**.
- 2.5 **Lease Term:** Forty (40) Years ("Initial Term"). Further, the parties shall have the option to renew this Lease beyond the Initial Term as described in Section 5, below.
- 2.6 **Occupancy Commencement Date:** November 1, 2020.
- 2.7 **Occupancy End Date:** December 31, 2060. County shall provide WisDOT evidence of any appropriate certificate of occupancy and use or other authorizations required by local ordinances or regulations for WisDOT occupancy and use of the Facility. No conditional use permit is required for the use of the Facility pursuant to Wis. Stat. §13.48(10).
- 2.8 **Rent:** WisDOT to pay County \$225,194.00 on November 1, 2020 for WisDOT's total capacity allocation of the Facility. This lump sum payment shall constitute the rent WisDOT pays to County. WisDOT shall occupy 35% of the tonnage of the total capacity allocation of the Facility during the Initial Term and any Renewal Term. WisDOT shall owe County no additional form of rent payment in the event County chooses not to occupy 65% of the tonnage of the total capacity allocation of the Facility at any point in the Initial Term and any Renewal Term.

Section 3: Maintenance Payment

WisDOT shall pay County a lump sum payment for maintenance of the Premises and the Facility described in Section 4.1 below on January of every year during the Initial Term and any Renewal Term. Such payments shall be calculated according to WisDOT's Highway Maintenance Manual Section 02-20-35, attached hereto as **Exhibit B**. As a matter of law applicable to WisDOT, the payment described in this Section 3 is subject to the availability of appropriated funds that may be lawfully used for such payment. WisDOT will annually or biannually obligate funds, as the case may be, for the Initial Term of this Lease upon execution of this Lease. WisDOT will annually or biannually obligate funds, as the case may be, for any Renewal Term of this Lease upon providing the notice required in Section 5, below. These obligations do not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution.

Section 4: Alteration and Relocation

- 4.1 **Alteration:** WisDOT shall have the right to make reasonable alterations to the Facility, at its expense, with the County's advance written approval (such approval not to be unreasonably withheld or delayed). WisDOT and County expect the Facility to have a projected service life of at least 50 years. County shall reserve

WisDOT's tonnage percentage of the Facility for storage of WisDOT's salt, in accordance with Section 2.8, above.

- 4.2 Discontinue Operations:** In the event County elects to discontinue operations at the Premises, County may terminate this Lease by providing thirty (30) days written notice to WisDOT. County shall provide WisDOT, at County's expense, equivalent road salt storage capacity at a mutually agreeable location(s) for the remainder of the Initial Term or the Renewal Term as the case may be or, if within 20 years of the Occupancy Commencement Date, repay the Depreciated Value calculated under Section 7.2, below.

Section 5: Renewal Term

So long as neither County nor WisDOT is in material default under this Lease or any other agreement between the parties, this Lease shall automatically renew for an additional 10 years (the "Renewal Term") as of the expiration of the Initial Term upon the same terms and conditions unless either the County or WisDOT gives not less than one hundred and eighty (180) days written notice to the other party prior to the expiration of the Initial Term that the Lease will not be renewed. Such written notice shall be made in accordance with Section 17.3, below. Upon the expiration of the Initial Term, the County may not terminate this Lease under this Section if the County continues to use the Facility for road salt storage.

At the expiration of the Renewal Term, so long as neither Party is in material default under this Lease and the County continues to use the Premises and Facility for road salt storage, the Parties agree to execute a new lease agreement (the "New Lease") upon mutually agreeable terms, allowing WisDOT's continued use of the Facility for road salt storage at no cost to WisDOT except the New Lease shall include provisions providing for maintenance payments pursuant to any applicable law, regulation, or WisDOT policy. If no such law, regulation or WisDOT policy is then in existence, appropriate maintenance payments shall be agreed upon by the Parties. If the New Lease is not fully executed at the expiration of the Renewal Term, WisDOT may hold over at no cost to WisDOT, except that WisDOT shall continue to pay maintenance costs based upon a pro rata share of the most recent prior allocation under Section 3 during the period of hold over.

Section 6: Permitted Use

Subject to any applicable federal, state, and local laws and regulations, County and WisDOT shall use the Premises and the Facility for storing sand and/or a sand/salt mixture as designated by WisDOT, at its sole discretion, in furtherance of highway maintenance operations. Premises and Facility shall not be open to the public.

Section 7: Customary Maintenance and Repair, Depreciation, and Capacity Allocation

- 7.1 Customary Maintenance and Repair:** County shall customarily maintain and repair the Facility with reasonable dispatch with the funds it receives under Section 3, above.
- 7.2 Depreciated Value:** The parties agree that the Facility's projected service life is 50 years and the Facility is worth \$643,412.15. Depreciation shall be calculated using

a straight-line formula for 20 years following the Occupancy Commencement Date according to each party's capacity allocation stated in Section 7.3 below ("Depreciated Value").

- 7.3 WisDOT's and County's Capacity Allocation:** WisDOT shall occupy 35% of the capacity allocation of the Facility during the Initial Term and any Renewal Term. County shall occupy 65% of the capacity allocation of the Facility during the Initial Term and any Renewal Term.

Section 8: Utilities

County shall pay or cause to be paid all charges for water, sewerage, gas, electricity, waste disposal, heat or other fuel or power or any other utility or serviced delivered to or used in connection with the Premises and Facility or WisDOT's occupancy of the Facility. WisDOT shall reimburse the County for charges incurred under this Section according to WisDOT's Highway Maintenance Manual Section 02-20-35.

Section 9: Insurance and Related Liability

- 9.1 County's Insurance:** County shall obtain and carry at all times during the Initial Term and any Renewal Term of this Lease a policy for bodily injury and property damage liability insurance, to the satisfaction of WisDOT, insuring the Facility at its full replacement value. All insurance must be procured from insurance companies licensed or approved to do business in the State of Wisconsin. County shall furnish WisDOT with a certificate of insurance establishing that such insurance is in effect before execution of this Agreement.
- 9.2 WisDOT's Insurance:** WisDOT is self-insured. WisDOT's Self-Funded Liability and Property Programs protect WisDOT. County employees may not file workers' compensation claims against WisDOT's insurance policy.
- 9.3 County's Liability:** If the Facility (or any part) is damaged or destroyed, County will be held fully liable and financially responsible, in accordance with Section 10, below.
- 9.4 WisDOT's Liability:** Wisconsin Stat. § 895.46 provides that WisDOT pays for certain negligence claims against WisDOT's employees and agents. WisDOT as the contracting entity maintains sovereign immunity. WisDOT cannot waive sovereign immunity, indemnify, or waive subrogation or liability in any manner.

Section 10: Damage or Destruction

If the Facility (or any part) is damaged or destroyed or County performs negligently highway maintenance operations which are covered by required insurance, then this Lease shall remain in full force and effect; and County shall fully repair or restore the Facility (or any part) with reasonable dispatch. If the Facility (or any part) is damaged or destroyed or County performs negligently highway maintenance operations which are not covered by required insurance, then WisDOT may terminate and cancel this Lease by giving written notice to County within sixty (60) days after the occurrence of such damage or destruction or engage in a substantive refurbishment of the Facility as provided agreed to by WisDOT and County in writing.

Section 11: Taxes

- 11.1 Personal Property Taxes:** WisDOT is not subject to personal property taxes as provided in Wis. Stat. § 70.11(1). WisDOT shall respond to any claims that it has failed to pay, before delinquency, all taxes, assessments, license fees, and other charges ("taxes") that are mistakenly levied and assessed against WisDOT's personal property installed or located on the Premises or in the Facility and that are alleged to become payable during the term of this Lease.
- 11.2 Real Property Taxes:** WisDOT is not subject to real property taxes as provided in Wis. Stat. § 70.11(1).

Section 12: Default

- 12.1 WisDOT's Default:** All of the following shall be considered events of WisDOT's default:
- 12.1.1.** WisDOT shall fail to perform any of the covenants or conditions herein contained on the part of WisDOT, and such default shall continue for thirty (30) days after County gives WisDOT written notice thereof (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such thirty (30) day period, and provided WisDOT commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion); or
- 12.1.2.** If this Lease shall, by act of WisDOT or by operation of law or otherwise, pass to any party other than WisDOT without consent of County.
- 12.2 County's Remedies:** If WisDOT defaults, as set forth in Section 12.1, subject to the applicable cure periods stated therein, County shall have and may exercise the following rights:
- 12.2.1.** County may elect, but shall not be obligated, to make any payment required of WisDOT herein or comply with any agreement, term, or condition required hereby to be performed by WisDOT, and County shall have the right to correct or remedy any such default.
- 12.2.2.** County may enter Premises and Facility immediately and remove the WisDOT's property and store said property in a public warehouse or at a place selected by County until WisDOT cures its default.
- 12.2.3.** On termination, but only to the extent permitted by law applicable to WisDOT, County may seek remedies from WisDOT relating to the breach.
- 12.3 County's Default and WisDOT's Remedies:** If County shall fail to perform any of the covenants or conditions required to be performed by it under this Lease, and such default shall continue for thirty (30) days after WisDOT gives County written notice thereof (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such thirty (30) day period, and provided County commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion), WisDOT

may, but shall not be obligated to, remedy such default. Upon WisDOT's demand, County shall pay WisDOT all reasonable sums expended or obligations incurred by WisDOT in connection therewith. Notwithstanding the foregoing, WisDOT shall have and may exercise any and all rights provided in law or equity.

- 12.4 Waiver of Failure to Declare Default:** A waiver by either party of a breach or default by the other under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default, nor of any other term or condition of this Lease, and the failure of a party to assert any breach or to declare a default by a party shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

Section 13: Duty to Keep Premises Free of Liens

WisDOT shall not permit any mechanics', laborers', material-mans', or other liens to stand against Premises and Facility, and the equipment for any labor or material furnished to Premises and Facility, in connection with work of any character performed or claimed to have been performed on Premises and Facility, whether such work performed or materials furnished prior to or subsequent to the commencement of this Lease. WisDOT and County shall properly and fully pay and discharge any and all claims on which a lien against Premises and Facility may or could be based.

Section 14: Termination

- 14.1.** This Lease shall terminate upon the earlier of the following:
- 14.1.1.** Expiration of the Initial Term if either County or WisDOT provides the written notice required in Section 5 indicating it does not wish to automatically renew this Lease. However, County may not terminate this Lease under this provision if the County continues to use the Facility for road salt storage;
 - 14.1.2.** Upon WisDOT's election, after having given County sixty (60) day notice prior written notice; or
 - 14.1.3.** As otherwise provided in this Lease.

Section 15: Indemnity

- 15.1. Indemnification of County:** Wisconsin law prohibits WisDOT from entering into any indemnification agreements whereby WisDOT would indemnify County (or any of its directors, shareholders, officers, members, managers, employees, agents, or representatives).
- 15.2. Indemnification of WisDOT:** County shall indemnify, defend, and hold WisDOT (and its directors, shareholders, officers, employees, agents, and representatives) harmless from and against all claims, actions, damages, liability, and expenses (including reasonable attorney's fees and actual costs) arising from, out of, or in connection with the loss of life, personal and bodily injury, and damage to property arising from any accident or occurrence upon Premises and Facility, caused in whole or in part by any act or omission of County, its contractors, agents, or

employees. WisDOT shall have no liability for any presence of any hazardous substances existing at or affecting Premises and Facility prior to the Occupancy Commencement Date of this Lease, nor be responsible for any presence of any hazardous substances that may, at any time, percolate into, onto, or under said location from a source located upon adjacent property not caused by WisDOT. County shall indemnify and hold WisDOT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for the settlement of claims, attorney's fees, and consultant and expert fees) arising from the presence, disposal, or release of any hazardous substances at Premises and Facility existing at or affect Premises and Facility as of the Occupancy Commencement Date of this Lease or which may occur following the Occupancy Commencement Date of this Lease as a result of any act or omission of County, its contractors agents, or employees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Section 16: Environmental Matters

- 16.1. Obligations of County and WisDOT:** To the extent legally applicable, the parties shall comply with all federal, state, and local environmental laws and regulations in the conduct of the use of Premises and Facility, including, but not limited to, Wis. Stat. § 85.17 and Wis. Admin. Code ch. Trans 277. Except as required in the ordinary course of its business, the parties shall not permit or conduct either the generation, treatment, storage, or disposal of any hazardous substance on Premises and Facility, and to the extent permitted by law, will perform all remedial actions reasonably necessary as a result of the presence of any hazardous substances on, at, or near Premises and Facility, which such hazardous substances are located on or beneath the surface of Premises and Facility, as a result of an act or omission of the parties made pursuant to this Agreement. Any required remediation shall be paid for by WisDOT and County according to the ratio provided in WisDOT's Highway Maintenance Manual Section 02-20-35. The County will maintain the reports required under Wis. Admin. Code § Trans 277.05. The foregoing covenants shall survive the expiration of the Initial Term and any Renewal Term.
- 16.2. Notice of Claim:** County and WisDOT agree to provide the other party with any notice of an environmental claim made by third parties or any governmental entity related to Premises and Facility immediately after receipt of any such claim.
- 16.3. Pre-Existing Environmental Condition:** WisDOT shall have no liability for any presence of any hazardous substances existing at or affecting Premises and Facility prior to the Occupancy Commencement Date, nor be responsible for any presence of any hazardous substances that may, at any time, percolate into, onto, or under said location from a source located upon adjacent property not caused by WisDOT or its agents. County shall indemnify and hold WisDOT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for the settlement of claims, attorney's fees, and consultant and expert fees) arising from the presence, disposal, or release

of any hazardous substances at Premises and Facility existing at or affecting Premises and Facility prior to the Occupancy Commencement Date or which may occur following said date as a result of any act of County, its contractors, agents, or employees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Section 17: Miscellaneous Provisions

- 17.1. **Governmental Regulations:** County and WisDOT shall operate the Facility in full compliance with the requirements of all governing federal, state, and local authorities.
- 17.2. **Successors and Assigns:** Unless occurring as a result of operation of law by the State of Wisconsin, this Lease may not be assigned without the written consent of the parties. All of the covenants, agreements, terms, and conditions contained in this Lease shall inure to and be binding upon County and WisDOT and their respective heirs, executors, administrators, successors, and permitted assigns.
- 17.3. **Notices:** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by either United States Certified Mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, at the address listed in Sections 2.2 or 2.3, above, as the case may be, or such other address as one party shall have designated in writing to the other party hereto.
- 17.4. **Binding Effect.** The covenants, agreements, and obligations herein contained, except as otherwise specifically provided herein, shall extend to, bind, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns (but in the case of assigns, only to the extent that assignment is permitted herein). This Lease shall remain in full force and effect regardless of whether County provides maintenance to WisDOT's state trunk and interstate highway system.
- 17.5. **Force Majeure:** If either party is delayed from the performance of any act required herein by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war, or like reasons not the fault of the party delayed, then the period of performance of the act shall be extended for a period equivalent to the period of delay.
- 17.6. **Surrender of Premises:** At the expiration of the Initial Term (if this Lease is not renewed) or Renewal Term (if this Lease is renewed) or if this Lease is terminated, WisDOT shall surrender the keys to County and shall inform County of all combinations on locks, safes, and vaults on Premises and Facility.
- 17.7. **Governing Law:** The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Lease, with application of conflict of law principles.
- 17.8. **Invalidity of a Single Provision:** The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

- 17.9. **Languages Inclusive:** Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- 17.10. **Captions:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or paragraphs of this Lease, nor in any way affect this Lease.
- 17.11. **Quiet Enjoyment and Accessibility:** County hereby covenants and agrees that if WisDOT shall not then be in default beyond any period for the cure thereof, WisDOT shall, at all times during the term of this Lease, have peaceable and quiet enjoyment and possession of the Facility without any manner of molestation or hindrance from County or any other person, firm, or corporation. WisDOT shall have unimpeded access to Premises and Facility throughout the Initial Term and, if exercised, any Renewal Term to realize the permitted use described in Section 6, above.
- 17.12. **Recordable Lease:** County agrees that upon WisDOT's request, County will promptly cause a memorandum or short form lease in accordance with the terms hereof to be recorded with the Office of the Register of Deeds for Iowa County. WisDOT shall submit a form of such memorandum or short form lease in recordable form to County for its approval, with such approval not to be unreasonably withheld.
- 17.13. **Survival:** All representations, warranties, and other agreements described in this Lease shall survive the expiration or termination of this Lease.
- 17.14. **Right of Entry:** County shall have unimpeded access to Premises and Facility throughout the Initial Term and, if applicable, any Renewal Term to realize the permitted use described in Section 6, above. Only properly authorized County personnel or contractors shall store, handle, or remove sand or salt on or from Premises and Facility.
- 17.15. **Entire Agreement:** This Lease and the exhibits referenced in it contain the entire agreement between the parties and shall not be modified in any manner except by written amendment attached to this Lease and signed by both parties.

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

County:

WisDOT:

Iowa County Commissioner

Wisconsin Department of Transportation
Regional Operations Manager

By: Craig Hardy

By: John Steiner

Dated this ____ day of _____, 2020.

Dated this ____ day of _____, 2020.

Wisconsin Department of Transportation

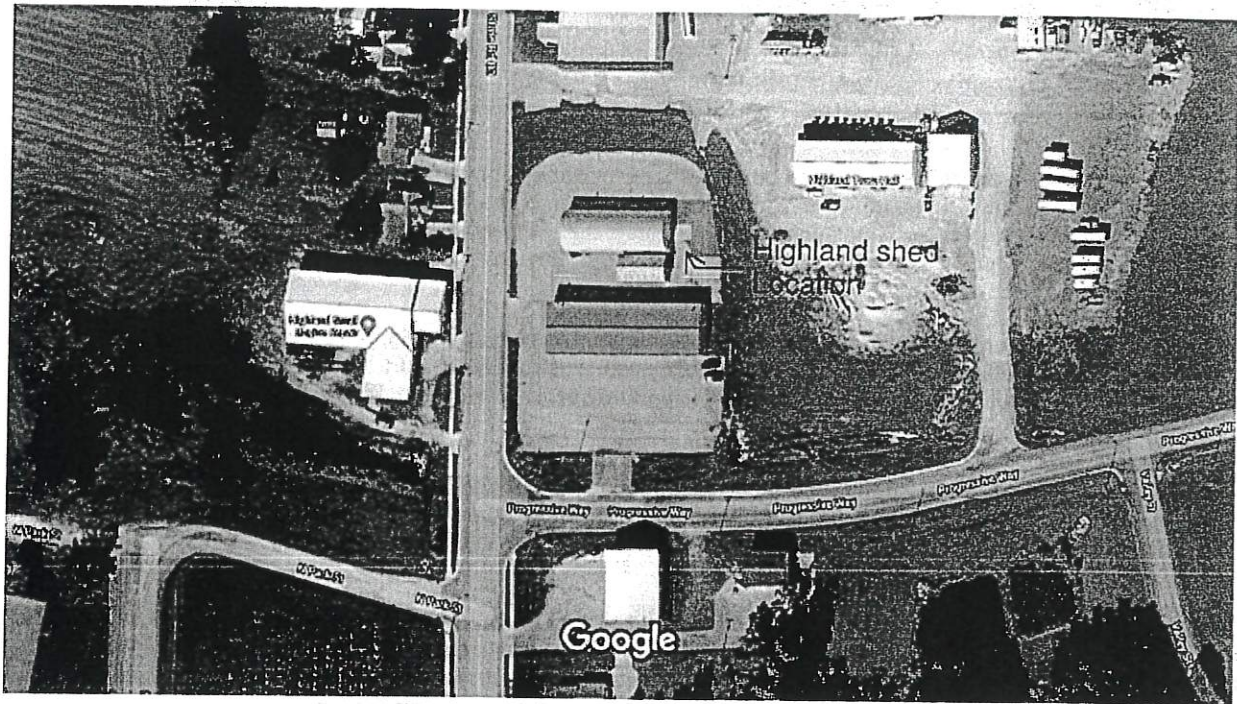
Statewide Maintenance Engineer

By: James Hughes

Dated this ____ day of _____, 2020.

Exhibit A (Site Location)

Google Maps 836 Main St



Imagery ©2020 Maxar Technologies, Map data ©2020 50 ft

Google Maps 836 Main St Highland Salt Shed,
Iowa County



Imagery ©2020 TerraMetrics, Map data ©2020 2 mi

Exhibit B



Highway Maintenance Manual

Bureau of Highway Maintenance

Chapter 02 Administration

January 2020

Section 20 Eligible Costs

Subject 35 Sodium Chloride Storage

1.0 Authority

All sodium chloride storage sheds located on county property, financed by the department, shall upon installation become and remain the property of the county. (The department shall agree with the county annually to reserve its square footage of any shed for storage of state salt.) The county will insure and maintain these facilities. The county shall be responsible for communicating with the vendor concerns about warranty items related to the facilities.

The department shall pay a portion of the costs of maintenance, repairs, regulatory fees, and depreciation of storage facilities for sodium chloride. The payment calculation is dependent upon who funded the construction of the facility. The 2020 reimbursement will be paid in January based on the 2018 costs.

2.0 Definition of Cost

1. For all sodium chloride storage facilities located on county property, the maintenance and repair costs shall be shared using the ratio of department sodium chloride purchased (in tons) to the total of all sodium chloride purchased by the department and county based on the average of the prior calendar years, 2018 and 2017.
2. The department shall share in the depreciation costs for facilities when the department's sodium chloride purchases for the year exceed the department-financed capacity in the county. The share is determined by multiplying depreciation costs by the ratio of department purchases (in tons) exceeding department-financed capacity to total purchases less department financed capacity.

3.0 Replacement of State Financed Winter Maintenance Equipment

Once the state financed equipment is taken out of service, if the county chooses to purchase replacement equipment, the acquisition and O & M costs of the replacement equipment will be initially paid for by the county and then reimbursed by the state through the normal equipment rate formula.

In those instances where a unit of State financed equipment is past the end of its originally projected service life, the department will recognize the substantive refurbishment of the existing unit of state financed equipment by the county as an equipment replacement. A substantive refurbishment means major repairs and maintenance. It is further defined as repairs costing in excess of the equipment's remaining residual value or typically 15% of the original purchase price of the equipment.

The county will finance the substantive refurbishment and will recover its investment by charging the state or another county a mutually agreed upon rate for the use of this equipment. This non-standard equipment rate will be determined jointly by the department and the county and is subject to normal equipment rate review by the Machinery Management Committee.

AGENDA ITEM COVER SHEET

Title: 3rd Quarter Financial Reports

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Review of the 3rd quarter 2020 financials for the departments reporting to the Public Works committee.

RECOMMENDATIONS (IF ANY):

For information

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☒ No

If yes, please list below:

Will be distributed at the meeting; or separately prior to.

FISCAL IMPACT:

None, budgetary

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 10-26-2020

AGENDA ITEM # 8

COMMITTEE ACTION:

Blank

ROUTINE MAINTENANCE AGREEMENT

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

The State of Wisconsin Department of Transportation (hereafter called the Department) authorizes the maintenance project herein described, and the above designated County, represented by its County Highway Committee and Highway Commissioner, agrees to perform such operations and furnish such materials as listed below. It is understood that the maintenance services authorized under this agreement shall be accomplished in compliance with state and federal law, the Highway Maintenance Manual and under the general direction of the Department. Payment for services provided under this agreement shall be made to the county based on actual labor, including fringe benefit costs, machinery allowances as specified in the current MAINTENANCE MANUAL, CHAPTER 2, and material purchases authorized by the Department. Such payment shall be made upon presentation of accounts itemized and verified in accordance with regulations of the Department.

In connection with the services provided under this agreement, the County agrees not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in s.51.05(5), sexual orientation, or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County further agrees to post in a conspicuous place, available for employees and applicants for employment, notices setting forth these provisions.

The disclaimer language as contained in the State Highway Maintenance Manual is included in this agreement by reference. The County is obligated to provide services under this agreement only to the extent it receives Department funding for the same. The Department recognizes that the County does not warranty that maintenance funds provided by the Department are sufficient to provide for a uniform level of service or standard of state highway maintenance applicable to all situations. Certain factors, including but not limited to, weather restrictions and funding or labor shortages, may make universal, year-round compliance with the goals expressed within this manual impossible to achieve.

Estimated county costs		
By asset class project ID		
Asset class project ID	Asset class description	Estimated county costs
0025-01-01	Roadways - Asphalt	\$230,000
0025-01-03	Roadways - Concrete	\$100,000
0025-01-05	Roadways - Shoulders	\$100,000
0025-01-07	Miscellaneous Maintenance	\$25,000
0025-01-11	Winter	\$650,000
0025-01-21	Structures-RMA	\$45,000
0025-01-23	84.10	
0025-01-31	Roadsides - Facilities	\$85,000
0025-01-33	Roadsides - Vegetation	\$240,000
0025-01-35	Roadsides-TIC/Rest Area	\$16,500
0025-01-40	Administration Non Patrol Supervision	\$130,000
0025-01-41	Administration Patrol Supervision	\$75,000
0025-01-50	Border-Iowa	
0025-01-51	Border-Minnesota	
0025-01-52	Border-Michigan	
0025-01-53	Miscellaneous	
0025-01-61	Traffic Sign Repair	\$12,000
Total		\$1,708,500

Approvals

Total estimated county costs	
By expenditure category	
COUNTY LABOR	\$776,500
COUNTY EQUIPMENT	\$527,500
COUNTY MATERIALS	\$224,800
ADMINISTRATIVE SUPPORT	\$179,700
Total	\$1,708,500

ROUTINE MAINTENANCE AGREEMENT

Roadways - Asphalt

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-01

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 4 and 5 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY WILL MAINTAIN STH 80 FROM IOWA GRANT RD TO USH 18

GRANT COUNTY WILL MAINTAIN STH 80 FROM COUNTY LINE ROAD TO IOWA GRANT RD

Activity codes	Descriptions
001	Asphalt Spot Repair/Pothole Repair
002	Asphalt Crack Sealing
003	Asphalt Seal Coating
004	Asphalt Wedging/Rut Filling
005	Asphalt Milling/Bump Removal
008	Asphalt Thin Resurfacing
009	Traffic Control Roadway Asphalt

Job Id	County in which work will be done	Highway Number	Asset ID	Location	Earliest Start Date	Latest End Date	Attachment specific to this work?	Estimated County Costs
	25 - IOWA	STH 80		CTH P to STH 133	04/01/2021	10/31/2021		\$40,000
Work Description: Rout and Seal								

Estimated county costs	
For Roadways - Asphalt	
COUNTY LABOR	\$130,000
COUNTY EQUIPMENT	\$50,000
COUNTY FURNISHED MATERIALS	\$40,700
ADMINISTRATIVE SUPPORT	\$9,300
Total	\$230,000

ROUTINE MAINTENANCE AGREEMENT

Roadways - Concrete

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-03

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 4 and 5 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

Activity codes	Descriptions
011	Emergency Repair of Concrete Pavement
012	Non-emergency Repair of Concrete Pavement
013	Repair of Distressed Concrete Pavement
014	Traffic Control Roadway Concrete

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For Roadways - Concrete	
COUNTY LABOR	\$37,500
COUNTY EQUIPMENT	\$16,000
COUNTY FURNISHED MATERIALS	\$42,400
ADMINISTRATIVE SUPPORT	\$4,100
Total	\$100,000

ROUTINE MAINTENANCE AGREEMENT

Roadways - Shoulders

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-05

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 4 and 5 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY WILL MAINTAIN STH 80 FROM IOWA GRANT RD TO USH 18

GRANT COUNTY WILL MAINTAIN STH 80 FROM COUNTY LINE ROAD TO IOWA GRANT RD

Activity codes	Descriptions
021	Gravel Shoulders
022	Paved Shoulders
024	Sweeping Shoulders
025	Traffic Control Roadway Shoulders

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For Roadways - Shoulders	
COUNTY LABOR	\$45,000
COUNTY EQUIPMENT	\$25,000
COUNTY FURNISHED MATERIALS	\$25,900
ADMINISTRATIVE SUPPORT	\$4,100
Total	\$100,000

ROUTINE MAINTENANCE AGREEMENT

Miscellaneous Maintenance
Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-07

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 and 7 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY WILL MAINTAIN STH 80 FROM IOWA GRANT RD TO USH 18
GRANT COUNTY WILL MAINTAIN STH 80 FROM COUNTY LINE ROAD TO IOWA GRANT RD

Activity codes	Descriptions
019	Non Winter Storm Emergency Repair Measures
020	Non Winter Storm Permanent Restoration
031	Sweeping Pavement
032	Miscellaneous Traffic Control
033	Surveillance
035	Hazardous Debris Removal
036	Site Preparation for New Salt Shed Facility
037	Construction of Salt Shed Facility

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For Miscellaneous Maintenance	
COUNTY LABOR	\$15,000
COUNTY EQUIPMENT	\$8,000
COUNTY FURNISHED MATERIALS	\$1,000
ADMINISTRATIVE SUPPORT	\$1,000
Total	\$25,000

ROUTINE MAINTENANCE AGREEMENT

Winter

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-11

The Winter Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 and 6 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY WILL MAINTAIN STH 80 FROM IOWA GRANT RD TO USH 18
GRANT COUNTY WILL MAINTAIN STH 80 FROM COUNTY LINE ROAD TO IOWA GRANT RD

Activity codes	Descriptions
070	Trucking Brine
071	Plow & Apply Chemicals
072	Non Storm Related Winter Activities
073	Apply Liquid Anti-Icing Chemicals
077	Alternate Chemicals
078	Trucking Salt: Shed to Shed within County
079	Trucking Salt: Depot to User County Shed OR County to County
097	Traffic Control for Winter Work

There is no identified work for this Maintenance Project ID.

Estimated county costs	
<i>For Winter</i>	
COUNTY LABOR	\$270,000
COUNTY EQUIPMENT	\$310,000
COUNTY FURNISHED MATERIALS	\$43,700
ADMINISTRATIVE SUPPORT	\$26,300
Total	\$650,000

ROUTINE MAINTENANCE AGREEMENT

Structures-RMA

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-21

The routine bridge and structures maintenance and operation program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The IOWA County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and structures located on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY WILL MAINTAIN STH 80 FROM IOWA GRANT RD TO USH 18
GRANT COUNTY WILL MAINTAIN STH 80 FROM COUNTY LINE ROAD TO IOWA GRANT RD

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

There is no identified work for this Maintenance Project ID.

Estimated county costs	
<i>For Structures-RMA</i>	
COUNTY LABOR	\$25,000
COUNTY EQUIPMENT	\$8,000
COUNTY FURNISHED MATERIALS	\$10,200
ADMINISTRATIVE SUPPORT	\$1,800
Total	\$45,000

ROUTINE MAINTENANCE AGREEMENT

84.10

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-23

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The IOWA County Highway Department shall provide the labor, equipment and authorized materials needed to perform routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in IOWA County with the following exceptions:

IOWA COUNTY DOES NOT MAINTAIN ANY BRIDGES ON BEHALF OF THE STATE OF WISCONSIN THAT MEET STATE STATUTE 84.10.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railfing
069	Approach

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For 84.10	
Total	\$0

ROUTINE MAINTENANCE AGREEMENT

Roadsides - Facilities

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-31

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5, 6 and 7 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY WILL MAINTAIN STH 80 FROM IOWA GRANT RD TO USH 18
GRANT COUNTY WILL MAINTAIN STH 80 FROM COUNTY LINE ROAD TO IOWA GRANT RD

Activity codes	Descriptions
051	Clean/Repair/Replace Drainage Structure
052	Maintain Roadside Drainage
055	Maintain Safety Appurtenances
058	Traffic Control Roadside Facilities

There is no identified work for this Maintenance Project ID.

Estimated county costs	
<i>For Roadsides - Facilities</i>	
COUNTY LABOR	\$35,000
COUNTY EQUIPMENT	\$17,500
COUNTY FURNISHED MATERIALS	\$29,100
ADMINISTRATIVE SUPPORT	\$3,400
Total	\$85,000

ROUTINE MAINTENANCE AGREEMENT
Roadsides - Vegetation
Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-33

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 and 7 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY WILL MAINTAIN STH 80 FROM IOWA GRANT RD TO USH 18
GRANT COUNTY WILL MAINTAIN STH 80 FROM COUNTY LINE ROAD TO IOWA GRANT RD

Activity codes	Descriptions
041	Mowing
042	Litter Pickup
043	Woody Vegetation
044	Control of Unwanted Vegetation
045	Urban Mowing
046	Emerald Ash Borer Tree Removal
047	Pollinator Best Management Practices
048	Traffic Control Roadside Vegetation

There is no identified work for this Maintenance Project ID.

Estimated county costs For Roadsides - Vegetation	
COUNTY LABOR	\$130,000
COUNTY EQUIPMENT	\$85,000
COUNTY FURNISHED MATERIALS	\$15,300
ADMINISTRATIVE SUPPORT	\$9,700
Total	\$240,000

ROUTINE MAINTENANCE AGREEMENT
Roadsides-TIC/Rest Area
Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-35

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 and 7 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

Activity codes	Descriptions
053	Maintain/Repair Buildings
054	Maintain Facility Grounds

There is no identified work for this Maintenance Project ID.

Estimated county costs For Roadsides-TIC/Rest Area	
COUNTY LABOR	\$10,000
COUNTY EQUIPMENT	\$4,000
COUNTY FURNISHED MATERIALS	\$1,800
ADMINISTRATIVE SUPPORT	\$700
Total	\$16,500

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ROUTINE MAINTENANCE AGREEMENT

Administration Non Patrol Supervision

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-40

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 2 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

Activity codes	Descriptions
017	Training
018	Back Pay
091	Fixed Costs Reimbursements

There is no identified work for this Maintenance Project ID.

Reimbursement costs	
For Administration Non Patrol Supervision	
Equipment Storage Reimbursement	\$66,000
GPL Insurance	\$5,500
Radio	\$3,000
Salt Storage Reimbursement	\$6,000
Winter Readiness	\$34,500
Total	\$115,000

Estimated county costs	
For Administration Non Patrol Supervision	
COUNTY LABOR	\$11,000
COUNTY EQUIPMENT	\$2,000
COUNTY FURNISHED MATERIALS	\$1,400
ADMINISTRATIVE SUPPORT	\$115,600
Total	\$130,000

ROUTINE MAINTENANCE AGREEMENT

Administration Patrol Supervision
Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-41

The supervision and direction of IOWA County Highway Department personnel performing maintenance on the State Trunk Highway System in IOWA County shall be the Patrol Superintendent(s) responsibility under the supervision of the County Highway Commissioner and the overall direction of the Wisconsin Department of Transportation. Reimbursement for the Patrol Superintendent(s) as prescribed in chapter 2 of the HMM for time, travel, and other incidents shall be outlined below:

IOWA COUNTY HIGHWAY DEPARTMENT

Since the State requires approximately 60.0 percent of 1 Patrol Superintendent(s) time to supervise and direct the county maintenance forces performing work for the State, the State agrees to pay 60.0 percent of the county's cost for the following items:

1. Salary and fringe Benefits
2. Transportation Costs at the per mile rate for Class 120 - Patrol Superintendent(s) Vehicles
3. Meals & Lodging, if appropriate
4. Training or Conferences, if approved by the DTSD Regional Director

Activity codes	Descriptions
093	Supervision/Engineering
094	Training
095	Back Pay

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For Administration Patrol Supervision	
COUNTY LABOR	\$60,000
COUNTY FURNISHED MATERIALS	\$11,800
ADMINISTRATIVE SUPPORT	\$3,200
Total	\$75,000

ROUTINE MAINTENANCE AGREEMENT

Border-Iowa

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-50

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The IOWA County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY DOES NOT MAINTAIN ANY BRIDGES ON BEHALF OF THE STATE OF WISCONSIN THAT BORDER THE STATE OF IOWA:

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For Border-Iowa	
Total	\$0

ROUTINE MAINTENANCE AGREEMENT

Border-Minnesota

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-51

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The IOWA County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY DOES NOT MAINTAIN ANY BRIDGES ON BEHALF OF THE STATE OF WISCONSIN THAT BORDER THE STATE OF MINNESOTA.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For Border-Minnesota	
Total	\$0

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ROUTINE MAINTENANCE AGREEMENT

Border-Michigan

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-52

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The IOWA County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY DOES NOT MAINTAIN ANY BRIDGES ON BEHALF OF THE STATE OF WISCONSIN THAT BORDER THE STATE OF MICHIGAN.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For Border-Michigan	
Total	\$0

ROUTINE MAINTENANCE AGREEMENT

Miscellaneous

Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-53

The routine bridge and ferry maintenance and operation program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The IOWA County Highway Department shall provide the labor, equipment and authorized materials needed to complete routine maintenance and/or operation of bridges and ferry located on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY DOES NOT MAINTAIN ANY BRIDGES ON BEHALF OF THE STATE OF WISCONSIN THAT SHOULD BE BILLED UNDER THIS PROJECT ID.

Activity codes	Descriptions
059	Paint
060	Deck
061	Maintain/Repair Superstructure
062	Maintain/Repair Substructure
063	Waterway/Slope Repair
064	Ferry Operations
065	Traffic Control for Structures/Bridge Inspections
066	Joint
067	Bearing
068	Railing
069	Approach

There is no identified work for this Maintenance Project ID.

Estimated county costs

For Miscellaneous

Total	\$0
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ROUTINE MAINTENANCE AGREEMENT
Traffic Sign Repair
Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

0025-01-61

The Routine Maintenance program on the State Trunk Highway System in IOWA County shall be performed as indicated below:

IOWA COUNTY HIGHWAY DEPARTMENT

The county highway department shall provide the labor, equipment and authorized materials needed to complete routine maintenance activities as prescribed in chapter 5 of the HMM on the State Trunk Highway System in IOWA County with the following additions, clarifications and/or exclusions as defined by the Region:

IOWA COUNTY WILL MAINTAIN STH 80 FROM IOWA GRANT RD TO USH 18
GRANT COUNTY WILL MAINTAIN STH 80 FROM COUNTY LINE ROAD TO IOWA GRANT RD

Activity codes	Descriptions
081	Permanent Sign Repair
085	Temporary/Emergency Sign Repair
087	Traffic Control for Traffic Work

There is no identified work for this Maintenance Project ID.

Estimated county costs	
For Traffic Sign Repair	
COUNTY LABOR	\$8,000
COUNTY EQUIPMENT	\$2,000
COUNTY FURNISHED MATERIALS	\$1,500
ADMINISTRATIVE SUPPORT	\$500
Total	\$12,000

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Statewide Addendum for RMA
ROUTINE MAINTENANCE AGREEMENT
Wisconsin Department of Transportation

Calendar year 2021

IOWA COUNTY

(1) In the event that County makes a good faith determination that County's adherence to the guidelines, procedures, and standards set forth in the Wisconsin Department of Transportation's ("WisDOT") State Highway Maintenance Manual, as in effect and updated during the term of this Agreement (the "Maintenance Manual") in the maintenance, upkeep, and/or repair of State highways pursuant to this Agreement may, directly or indirectly, expose County to liability for damages related to Section 893.83, Stats., County may, in the exercise of County's discretion, contact WisDOT and present it with a written summary of the facts and circumstances concerning County's specific maintenance/repair request (the "Maintenance/Repair Authorization Request").

(2) In the event that County presents WisDOT with a Maintenance Repair Authorization Request, WisDOT shall review the Maintenance Repair Authorization Request and shall provide County with WisDOT's written specifications and decision (the "WisDOT Maintenance Decision") within three (3) business days of its receipt concerning County's execution of any and all work set forth in the Maintenance Repair Authorization Request. WisDOT's Maintenance Decision represents its official, governmental decision and shall be a directive to County, requiring that County's actions shall conform to the written specifications set forth in the WisDOT Maintenance Decision.

(3) WisDOT's Maintenance Decision renders it solely WisDOT's decision for County to proceed or refrain from proceeding with the maintenance work set forth in the Maintenance Repair Authorization Request. County and WisDOT expressly acknowledge that the foregoing procedure is intended to conform to the Wisconsin Court of Appeals' holding in *Estate of Lyons v. CNA Insurance Companies and Strand Associates, Inc.* and *Donna K. Waller*, 207 Wis. 2d 446 (1996).

(4) WisDOT shall reimburse County for its Actual Costs (as defined below) incurred in defending any lawsuits initiated against County on or after January 1, 2021, as a result of County's adherence to WisDOT's Maintenance Decision in the following amounts: (a) in an amount not to exceed Fifty Thousand and 00/100 (\$50,000.00) Dollars per occurrence (the "Per-Occurrence Cap"), and (b) up to a combined annual amount for all Seventy Two (72) state counties in an amount not to exceed One Million and 00/100 (\$1,000,000.00) Dollars (the "Annual Cap"). For purposes of this Addendum, "Actual Costs" are defined as all actual expenses incurred by County for legal representation and investigative services in defending any lawsuits initiated against County on or after January 1, 2021, as a result of County's adherence to WisDOT's Maintenance Decision.

(5) The specific procedures for WisDOT's reimbursement of County pursuant to paragraph (4), including but not limited to County's submission to WisDOT of appropriate documentation of County's legal and/or investigation expenses, shall be set forth in the Maintenance Manual.

(6) County shall not be eligible for reimbursement of its Actual Costs until such a time as (a) legal proceedings have been instituted against County in the form of County being served with a Summons and Complaint, and (b) notice of such legal proceedings and a copy of the Summons and Complaint has been delivered by certified mail to WisDOT, Office of General Counsel, 4822 Madison Yards Way, Room S922, P.O. Box 7910, Madison, WI 53707-7910. In the event that County is served with a Summons and Complaint and WisDOT has been properly notified.

(7) In accordance with this paragraph, County shall be eligible for reimbursement of Actual Costs incurred retroactive to the date of filing of any formal Notice of Claim which preceded service of the Summons and Complaint.

(8) The reference to Section 893.83(1) of this Addendum notwithstanding, it is WisDOT's position that the provisions of Section 893.83(1) are not applicable to the County's performance of maintenance on the Wisconsin state trunk highway system pursuant to the Routine Maintenance Agreement, entered into between WisDOT and County pursuant to Subsection 84.07(1), Stats.

