1. March 16, 2020 Public Works Committee Agenda
   Documents:
   
   MARCH 16, 2020 PW AGENDA.PDF

2. March 16, 2020 Public Works Committee Packet
   Documents:
   
   MARCH 16, 2020 PW PACKET.PDF
Walworth County Public Works Committee
MEETING NOTICE
Monday, March 16, 2020
3:30 PM
County Board Room 114
Walworth County Government Center
100 W. Walworth St., Elkhorn, Wisconsin

Rick Stacey, Chair          Ken Monroe, Vice-Chair
Supervisor Nancy Russell    Supervisor Jerry Grant    Supervisor William Norem

(Posted in compliance with Sec. 19.84 Wis. Stats.)

A quorum of the finance committee will be in attendance. It is possible that a quorum of the county board or any of its other committees could be in attendance at this meeting.

Agenda enclosures are available upon request from the County Administrator’s Office or on the County’s web page (www.co.walworth.wi.us). The agenda packet, including supporting documents, may be large, depending upon the number of enclosures. Downloading it will require ample computer memory and may take significant time.

A G E N D A

Note: all agenda items are subject to action.

1. Call to order
2. Roll call of committee members
3. Agenda withdrawals, if any
4. Agenda approval
5. Approval of Minutes
   a) February 17, 2020 Public Works Committee Meeting (pp. 3-5)
6. Public Comment Period
7. Consent Items
   a) Bid Awards / Contracts / Specifications
      1) Bid Award for replacement of CTH-B Bridge over Ladd Creek, Project #20-001 (p. 6)
      2) Bid Award for rehabilitation of CTH-B from Gregory Drive to Walworth Street, Project #20-002 (p. 7)
   b) Reports
      1) Construction & Project Management Report – March 2020 (pp. 8-10)
8. New business
   a) Change Order #2 for Sheriff’s Office HVAC Replacement w/ Chiller, Project #W1902 (pp. 11-12)
b) Waiver of Competition and Purchasing Report to Committee on the refurbishment of the County’s paint truck (pp. 13-15)

c) Waiver of Competition and Purchasing Report to Committee on the purchase of a Mack Tandem Axle Chassis and Henderson First Responder winter equipment (pp. 16-21)

d) Update on the Walworth County Alliance for Children (WCAC) Tree House (pp. 22-32)

e) Update on 10-year Equipment Plan (pp. 33-34)

f) Briefing on mowing and private use of County rights-of-way (pp. 35-36)

9. Reports/announcements by Chairperson

10. Set/confirm next meeting date and time — Monday, April 27, 2020 at 3:30 p.m., County Board Room 114 at the Govt. Center

11. Adjournment

Submitted by: Rick Stacey, Committee Chairperson
Richard Hough, Director of Public Works

Posted: March 12, 2020
MEMORANDUM

Date: March 11, 2020
To: Public Works Committee
Cc: Mark Luberda, County Administrator
From: Richard A. Hough, Public Works Director
Re: March 16, 2020 Public Works Committee Meeting

The following is an overview from our Public Works management team concerning items that are scheduled for the above captioned Public Works Committee meeting. Should you have any questions prior to this meeting, please feel free to contact either me or the appropriate manager.

Consent Items – Specifications / Contracts / Bid Awards

Included are a number of items on the consent agenda. If you wish to discuss any of these items in more detail, they can be pulled off of the consent agenda and addressed accordingly.

Bid Award Recommendations. We are asking for your approval of our bid award recommendations for the following projects:

1) Replacement of CTH-B Bridge over Ladd Creek, Project #20-001 (Joe Kroll)
2) Rehabilitation of CTH-B from Gregory Drive to Walworth Street, Project #20-002 (Joe Kroll)

These are all previously budgeted projects. Your approval will allow us to proceed with these projects.

Consent Items – Reports

The following reports are included on the Agenda. No action is required unless you have questions that may be placed on file.


New Business

Change Order #2 for Sheriff’s Office HVAC Replacement w/Chiller, Project #W1902 – John Miller

Please refer to the attached memo supporting our request for your approval of this change order.
Waiver of Competition and Purchasing Report to Committee on the refurbishment of the County’s paint truck – Barry Pierce
Request for Sole Source Procurement paperwork is attached for your review and approval.

Waiver of Competition and Purchasing Report to Committee on the purchase of a Mack Tandem Axle Chassis and Henderson First Responder winter equipment – Barry Pierce
Request for Waiver of Competition Procurement paperwork is attached for your review and approval.

Update on the Walworth County Alliance for Children (WCAC) Tree House – Michael Cotter
Michael Cotter has been updating the stormwater and sidewalk agreements regarding the Tree House. As a result of the sale and transfer of the old Health & Human Services building, unresolved stormwater concerns need to be addressed in a new agreement between the parties. Additionally, the County is cleaning up a sidewalk issue with Tree House by including more land in the County right-of-way. The Tree House has reviewed both the draft Stormwater Agreement and draft Quit Claim Deed. The supporting resolution is also attached. Michael will be available to answer any questions.

Update on 10-year Equipment Plan – Richard Hough
I will be available to answer any questions on the attached 10 year plan.

Briefing on mowing and private use of County rights-of-way – Richard Hough
In response to a County Supervisor’s inquiry, I have researched and prepared the attached memo concerning private use of County’s rights-of-way.
Chair Rick Stacey called the meeting to order at 3:30 p.m.

Roll call was conducted, and the following members were present: Chair Rick Stacey, Vice Chair Ken Monroe, and Supervisors Jerry Grant, William Norem and Nancy Russell. A quorum was declared.

**Others in Attendance**

County staff: County Administrator Mark Luberda; Director-Public Works Richard Hough; County Engineer Joe Kroll; Senior Project Managers John Miller and Joe Latocha; Corporation Counsel/Director of Land Use Resource Management (LURM) Michael Cotter; Superintendent of County Institutions Elizabeth Aldred; Finance Director Jessica Conley

Members of the public: David Fleming, Elkhorn Economic Development Alliance

Vice Chair Ken Monroe proposed moving Item 8.e. after Item 7.a. On motion by Vice Chair Monroe, second by Supervisor Jerry Grant, the agenda was approved as amended.

On motion by Supervisor William Norem, second by Supervisor Nancy Russell, the January 20, 2020 Public Works Committee meeting minutes were approved.

**Public comment** – There was none.

**Consent Items**

a) Bid Awards/Contracts/Specifications
   1) Summary Specifications for replacement of CTH-B Bridge over Ladd Creek, Project #20-001

   Supervisor Norem made a motion, second by Supervisor Russell, to approve the summary specifications. Motion carried 5-0.

   2) Summary Specifications for rehabilitation of CTH-B from Gregory Drive to Walworth Street, Project #20-002

   Vice Chair Monroe made a motion, second by Supervisor Russell, to approve the summary specifications. Motion carried 5-0.

- Review and approve Intergovernmental Agreement with the Village of Genoa City regarding the reconditioning of CTH-B

  County Engineer Joe Kroll said the Intergovernmental Agreement is important and related with the CTH-B Bridge and staff wanted to give the Village of Genoa City time to look into details regarding utilities. He said they received feedback on Friday from Genoa City, but it was not received in time to be included with the meeting packet. He added this item will be back at the March meeting if this is approved, and authorizing this project to bid also implies the Intergovernmental Agreement is approved as well. If approved, there will need to be a budget amendment also. The Finance Department was consulted and this will be brought to the Finance Committee, as well. Director-Public Works Richard Hough said they will be meeting with Genoa City this week and they will look through final changes. Supervisor Norem made a motion, second by Supervisor Grant, to table this item to the March Public Works Committee meeting. Motion carried 5-0.
b) Reports
   Hough said the priorities have remained consistent.

   2) Director’s Bi-Monthly Report – February 2020
   Hough said the overtime budget has been affected by storms taking place during the weekends, but staff has been able to accommodate for some of this and he is not concerned for the budget. He noted two brine tank inserts have been put into service and another is almost ready to be on the road.

New Business

• Change of Scope of Project #W2007 to include the purchase of a mini-van for Health & Human Services
  Supervisor of County Institutions Elizabeth Aldred said the current CIP requested two cars; this will change one of the cars to a van for the senior meal program. The van will also allow for easier movement of food and can be utilized for other department needs. **Vice Chair Monroe made a motion, second by Supervisor Norem, to approve the change of scope of Project #W2007 to include the purchase of a mini-van for Health and Human Services. Motion carried 5-0.**

• Change of Scope of Project #W2024 to include A/E Design for reconstruction of the Judicial Center parking lot and for the crack fill maintenance of the Government Center parking lot
  Hough pointed to Page 20 in the meeting packet to photos of various cracks in County parking lots. He said there will be a parking lot study done in 2020 and he noted most of our parking lots are beyond maintenance. This change of scope will shift the focus away from maintenance and towards a design project. Senior Project Manager Joe Latocha agreed with Hough and said repair costs are going to be increasing due to a lack of preventative maintenance in the past. Hough said the study will also provide a maintenance structure to prevent similar issues in the future. Latocha added some crack filling will be done in the meantime to keep the parking lots operational. **Supervisor Norem made a motion, second by Supervisor Russell, to approve the change of scope of Project #W2024 to include A/E Design for reconstruction of the Judicial Center parking lot and for the crack fill maintenance of the Government Center parking lot. Motion carried 5-0.**

• Change of Scope of Project #W2026 to include A/E Design for reconstruction of the Sheriff Office parking lot
  **Supervisor Norem made a motion, second by Supervisor Russell, to approve the change of scope of Project #W2026 to include A/E Design for reconstruction of the Sheriff Office parking lot. Motion carried 5-0.**

• Change Order #11 for the new Health & Human Services Facility, Project #18-014
  **Supervisor Russell made a motion, second by Monroe, to approve Change Order #11 for the new Health & Human Services Facility, Project #18-014. Motion carried 5-0.**

• Review and approve Intergovernmental Agreement with the Village of Genoa City regarding the reconditioning of CTH-B
  This item was discussed earlier in the meeting per the agenda amendment.

• Approving a Memorandum of Understanding and Authorizing American Legion Post 45 to Place a M60 Patton Tank and Construct a Monument in Veteran’s Park
Supervisor Grant made a motion, second by Vice Chair Monroe to approve the Memorandum of Understanding and authorizing American Legion Post 45 to place an M60 Patton tank and construct a monument in Veteran’s Park. Motion carried 5-0.

- WCEDA discussions on leveling the ground for the ice rink at Veteran’s Park

Supervisor Grant made a motion, second by Supervisor Norem to approve the proposed leveling of ground for the ice rink at Veteran’s Park. David Fleming, President of Elkhorn Economic Development Alliance explained the process they are proposing to level out the ground underneath the ice rink and stated they will be covering the costs involved. He added this will also address drainage issues. Hough advised the contract for this will need to be renewed to include the new specifications. **Motion carried 5-0.**

- Discussion regarding committee meeting times

Hough said this was discussed at the Park committee meeting and there were concerns presented over workflow changes and County Administrator Mark Luberda had expressed a desire to wait to make any changes to the schedule at this time. Hough noted the change would not impact the Public Works department for meeting preparation. **Vice Chair Monroe made a motion, second by Supervisor Norem, to recommend the Executive Committee leave the meeting schedule as it is. Motion carried 5-0.**

**Reports/Announcements by Chair** – There were none.

**Confirmation of next meeting:** The next meeting was confirmed for Monday, March 16, 2020, at 3:30 p.m.

**Adjournment**

On motion and second by Vice Chair Monroe and Supervisor Grant, Chair Stacey adjourned the meeting at 3:56 p.m.

Submitted by Betsy Stanek, Administrative Assistant. Meeting minutes are not considered final until approved by the Committee at the next regular business meeting.
Form 6-210-A: Bid Award Recommendation

Bid award recommended by:

Department name: Public Works
Department head name: Richard Hough  Initials: __________  Date: __________

Project name: CTH-B Bridge Over Ladd Creek  Bid number: 20-001

Project description:

The work under this project consists of removing and replacing the CTH-B Bridge over Ladd Creek with a new 42.6-foot long, 32.8-foot wide, single span, flat slab bridge. The work also includes excavation and grading, base aggregate-dense, HMA pavement, erosion control, beam guard, restoration and all incidental items necessary to complete the work.

Contract term:

Initial term: All work under this project shall be completed by September 11, 2020.
Number of potential renewals: N/A

Award amount:

Initial term award amount: $531,948.51
Total potential award amount, including all future renewals*: $531,948.51

Budget information:

Enter current and/or next year information if applicable. Enter N/A if not applicable.

Is there grant funding associated with this project: ☐ Yes  ☑ No

Account number: 4170B-58140-190B2

<table>
<thead>
<tr>
<th>Current year commitment</th>
<th>$531,948.51</th>
<th>Next year commitment*</th>
<th>$N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current budget available</td>
<td>$661,102.01</td>
<td>Next year budget available*</td>
<td>$N/A</td>
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</table>

*The County may terminate any contract with no penalty if the County Board fails to appropriate funds for the continuation of the contract for any ensuing fiscal year.

Bidder recommended for award: Concrete Structures Inc.

Additional bids received:

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Bid Amount</th>
<th>Acceptable</th>
<th>Rejected</th>
<th>Not Reviewed</th>
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</thead>
<tbody>
<tr>
<td>No other bids received</td>
<td>$N/A</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Number of firms who downloaded Request for Bid document: 24

Additional information (optional): none

Purchasing reviewer: Jen White, Purchasing Manager  Initials: __________  Date: 3/10/20

Awarded by: Public Works Committee  Signature: __________  Date: __________
MEMORANDUM

To: All Respondents

From: Jen White, Purchasing Manager

Date: March 9, 2020

Subject: Recommendation to award contract in response to Request for Bid #20-002 CTH-B Gregory Drive to Walworth Street

Bids were being solicited for CTH-B Gregory Drive to Walworth Street and were due Friday, March 6, 2020. Walworth County will exercise its right to not recommend an award due to budgetary concerns.

The County may re-issue this procurement at some point in the future. However, this decision will be based on the best interests of the County and the County does not guarantee that any additional solicitation will be issued.

The County appreciates your firm’s interest in doing business with the County. If you have any questions, please submit them via email to jwhite@co.walworth.wi.us
MEMORANDUM

Date: March 10, 2020

To: Walworth County Public Works Committee

CC: Walworth County Administrator - Mark Luberda

From: Richard Hough - Public Works Director

Subject: Construction and Project Management Summary Report - March 2020

Director's Top Five Projects: (including $1M+ Projects)

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Status</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Works Master Plan</td>
<td>WG Pending</td>
<td>Internal review space utilization</td>
</tr>
<tr>
<td>2</td>
<td>Lakeland School</td>
<td>Gather bids</td>
<td>Sustain project in summer</td>
</tr>
<tr>
<td>3</td>
<td>Treasurer's Office Upgrades</td>
<td>Gather bids</td>
<td>PM as General Contractor</td>
</tr>
<tr>
<td>4</td>
<td>CTH ES and G</td>
<td>Design Phase</td>
<td>MLS Pending</td>
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<tr>
<td>5</td>
<td>Facilities Management Policy</td>
<td>Review</td>
<td>Developing protocols</td>
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Change Orders (see attached Form 2-101 for additional details)

<table>
<thead>
<tr>
<th>Project # Title</th>
<th>CO #</th>
<th>Value $</th>
<th>% Change To Date</th>
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</thead>
<tbody>
<tr>
<td>Sheriff Office HVAC Project</td>
<td>2</td>
<td>$7,540</td>
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</table>

County Engineer Project Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Summary</th>
<th>Remarks</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>Total Unique Projects</td>
<td>16</td>
<td>2018 3</td>
<td>2019 2</td>
</tr>
<tr>
<td>Project Status</td>
<td>## Pending</td>
<td>Pre-Design 2</td>
<td>In Design 2</td>
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<tr>
<td>Budget Totals</td>
<td>$20M</td>
<td>Comment: $15M - HHS Construction</td>
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</table>

Senior Project Manager Summary

<table>
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<tr>
<th>Carry Forward in Progress</th>
<th>Total #</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
<td>Projects Scheduled / Planned for Current Year - CIP</td>
<td>81</td>
<td>Forward (1) 13, (2) 17, (10) 18, (25) 19</td>
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<tr>
<td>Current Year Budget</td>
<td>43</td>
<td></td>
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<tr>
<td>Plus Carry Forward</td>
<td>38</td>
<td></td>
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<tr>
<td>Currently Progressing (Beyond Milestone A)</td>
<td>46</td>
<td>(46) in progress, (12) scheduled, (6) in design, (5) study only</td>
</tr>
<tr>
<td>Milestone A (A/E Planning)</td>
<td>16</td>
<td></td>
</tr>
</tbody>
</table>
Milestone J (On-Hold) | 4 | CDEB Additional Storage
SO RTU Replacement
SO Heating Coil Upgrade
Dispatch Com Study
LHCC Security Cameras

Projects Completed | 1 |

Proposed Projects (Next Year); on Five-Year Plan | TBD Budget Admin Review |

Proposed New Projects (Next Year) | |

Sole Source Requests (To Date) | 4 | W1923- DPW Brine System upgrade
W1917- JC A/C Unit Replacement in Data Center
W1911- CDEB Gym Divider

**Recent or Ongoing Projects** *(Report any recent activity)*

<table>
<thead>
<tr>
<th>Milestones&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Dept.</th>
<th>Code</th>
<th>Title</th>
<th>Budget</th>
<th>Balance</th>
<th>ECD</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>CDEB</td>
<td>W1810</td>
<td>Classroom reconfiguration A/E</td>
<td>$30,000.00</td>
<td>$2,608.00</td>
<td>Nov</td>
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<tr>
<td>A</td>
<td>CDEB</td>
<td>W1811</td>
<td>Additional Storage A/E</td>
<td>$5,500.00</td>
<td>$1,000.00</td>
<td>Indef</td>
<td>W1810 Design needs to be done first</td>
</tr>
<tr>
<td>B</td>
<td></td>
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<tr>
<td>E</td>
<td>JC</td>
<td>W1733</td>
<td>External Entrance Upgrades</td>
<td>$420,000.00</td>
<td>$415,930.00</td>
<td>June 2020</td>
<td>Construction Complete, spring restoration</td>
</tr>
<tr>
<td>E</td>
<td>LHCC</td>
<td>C1802</td>
<td>Parking Lot reconstruction</td>
<td>$908,391.00</td>
<td>$896,160.00</td>
<td>June 2020</td>
<td>Construction Complete, spring restoration</td>
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<tr>
<td>E</td>
<td>CDEB</td>
<td>W1803</td>
<td>Aquatic Center Upgrades (pool filters)</td>
<td>$425,000.00</td>
<td>$17,865.00</td>
<td>Dec</td>
<td>Time Critical-after Christmas completion</td>
</tr>
<tr>
<td>E</td>
<td>LHCC</td>
<td>C1903</td>
<td>Out Door Egress Lighting</td>
<td>$110,000.00</td>
<td>$1,000.00</td>
<td>June 2020</td>
<td>Construction Complete, spring restoration</td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td>E</td>
<td>SO</td>
<td>153530 52805</td>
<td>Skylight Replacement</td>
<td>Dec</td>
<td>In Progress</td>
<td></td>
<td></td>
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<tr>
<td>E</td>
<td>SO</td>
<td>156530 52805</td>
<td>Heating upgrades</td>
<td>Dec</td>
<td>In Progress</td>
<td></td>
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<tr>
<td>E</td>
<td>SO</td>
<td>W1853</td>
<td>RTU Replacement</td>
<td>$84,764.00</td>
<td>2020 HVAC Replacement</td>
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<tr>
<td>E</td>
<td>DPW</td>
<td>W1944</td>
<td>Finance Office Renovation</td>
<td>$15,000.00</td>
<td>Dec Planning Stage</td>
<td></td>
<td></td>
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<tr>
<td>F</td>
<td></td>
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</tr>
<tr>
<td>G</td>
<td>JC</td>
<td>W1735</td>
<td>JC Lobby Elevator Cameras/Storage</td>
<td>$35,000.00</td>
<td>$0.00 May Complete</td>
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<td></td>
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<tr>
<td>G</td>
<td>LHCC</td>
<td>C1913</td>
<td>Water heater Replacement</td>
<td>$9,500.00</td>
<td>$166.00 Jun Complete</td>
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<tr>
<td>G</td>
<td>LHCC</td>
<td>C1909</td>
<td>Concrete Floor for Pole Barn</td>
<td>$18,500.00</td>
<td>$500.00 May Complete</td>
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<tr>
<td>G</td>
<td>SO</td>
<td>W1861</td>
<td>Generator Replacement</td>
<td>$135,300.00</td>
<td>$1,174.00 Apr Complete</td>
<td></td>
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</tr>
<tr>
<td>I</td>
<td>CDEB</td>
<td>W1803</td>
<td>Aquatic Center Upgrades (pool filters)</td>
<td>$17,865.00</td>
<td>TBD Sep 2020 Additional funding in CIP for 2020 to complete project</td>
<td></td>
<td></td>
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<tr>
<td>I</td>
<td>DPW,LS,HHS,GC,JC,LHCC</td>
<td>W1912</td>
<td>Key Management System</td>
<td>$72,000.00</td>
<td>$72,000.00 June 2020 Awaiting implementation of AssetWorks Key Valet/Motor Pool</td>
<td></td>
<td></td>
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<tr>
<td>J</td>
<td>CDEB</td>
<td>W1804</td>
<td>CDEB Boiler Replacement</td>
<td>$45,000.00</td>
<td>$45,000.00 Indef Repairs made, monitoring</td>
<td></td>
<td></td>
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<tr>
<td>J</td>
<td>SO</td>
<td>W1904</td>
<td>Dispatch / Com Center Study</td>
<td>$50,000.00</td>
<td>$49,950.00 Indef SO Taking Lead</td>
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<td></td>
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<tr>
<td>J</td>
<td>LHCC</td>
<td>C1922</td>
<td>Security Cameras</td>
<td>$4,750.00</td>
<td>$4,750.00 Indef Per Director</td>
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</tr>
</tbody>
</table>

1 Milestones: (A) A/E Planning; (B) Pricing; (C) Purchase Order Issued; (D) Contract routing; (E) Work in Progress; (F) Substantial Completion; (G) Completed; (H) Contingency; (I) Carry-Forward; and (J) On-Hold - Must Report
Walworth County Change Order Request

SO HVAC Replacement W/Chiller
Project  41130-58130-W1902

Walworth County
Change Order Number  #2

Description of Change Order, Impact & Alternatives

Building automation communication wiring.

Amount of Change Order  $7,540.00

Type of Change Order  A & B

Change Order Origination
Public Works Director

Change Order Types:

* Type A
The work outlined in this request has already been performed. Failure to proceed with the change order would have resulted in cessation of work and financial loss.

* Type B
Proposed work is beyond the original scope of work.

* Type C
Proposed work could not have been reasonably foreseen by architect, contractor or owner.

Comments regarding Type D Change Orders caused by contractor or architect error or omission

Review Process checklist:

✓ Written quotations were received
✓ Proposed change is reasonable
✓ Alternative methods were discussed and proposed
✓ Change order is the most reasonable alternative

A/E Mgt.
Team

Public Works
Director

County Administrator’s Comments, Recommendations, and Approval (if any)

Signature:  

Internal Routing Checklist:

✓ Finance Dept. verification of adequate budget balance:

315/20

✓ Administrator’s approval to proceed to Committee:

2-6-20

✓ Public Works Committee approval:

✓ Public Works Director initiation of Contract Change Order:

Project Status:

Project Status as of  3/5/2020

Project Budget  $ 5,725,000

Original Contingency  $ 302,500

Contingency Available  $ 120,383

Pending Commitments  $7,540.00

Contingency Remaining  $ 112,843

Est % of Project Complete  

Form 2-101
MEMORANDUM

Date: February 18, 2020

To: Richard Hough, Director Public Works
To: Walworth County Public Works Committee

Cc: Walworth County Administrator – Mark Luberta

From: John Miller, Senior Project Manager

Subject: SO HVAC Replacement W/ Chiller 41130-58130-W1902, CO #2

Purpose: Recommend approval of Change Order #2

Change Order #2 is to provide communication cabling for the Sheriff’s Office Building Automation System (BAS).

During the course of the replacement of the Roof Top Units (RTU), the BAS communication wires for the booster coils in several areas was lost. Discussion with the vendor, Lee Mechanical, and our engineer, Harwood Engineering, resulted led to developing a plan to provide communication cabling for Automated Logic Controls (ALC) and Johnson Controls (JCI) BAS system. Initially the JCI communication cabling will enable the Maintenance Technicians to operate the booster coils through the existing Metasys software. The next phase of this conversion will require the replacement several pneumatic control valves with electronic control valves that will operate on the new ALC BAS system. The cost of the communication wiring, including installation is $7540.

Original Project Budget - $5,325,000

Current Contract with Lee - $4,959,116.73
Change Order #2 - 7,540.00

Total Contract with Lee - $4,966,656.73

Balance of Project Budget - $358,343.27

APPROVED BY THE:
Public Works Committee
Vote: ____________
Date: ____________
Form 6-225-A: Waiver of Competition

Section 1: Requesting Department

Waiver of competition (WOC) category:  ☒ Sole Source  ☐ Non-Competitive

Date of request: 2/13/2020

Requesting department: Public Works  Department contact: Barry Pierce

Description of good or service: Paint Truck Refurbishment

Vendor information:  
Name: EZ Liner  
City, State, Zip: 1920 Albany Place, SE Orange City, IA 51041  
Website address (if available): ezliner.com

If the good is a brand name or proprietary to one manufacturer, can more than one distributor provide the product to the County?  ☐ Yes  ☒ No  ☐ N/A

Total cost, including all options for renewal or extension: Estimated cost of $119,325 to $141,840

Requested term of WOC: ☒ One-time purchase  ☐ Recurring purchase/contract  
Contract term: N/A

If recurring purchase, describe anticipated future purchases, including on-going maintenance: N/A

Uniqueness, Special Circumstance and/or Time Constraints

Explanation of uniqueness of good or service: Original equipment vendor is best suited to perform the work. Due to the nature of planned refurbishment work and to cover unexpected and unforeseen issues the vendor response was in the form of a cost range rather than a defined number.

How are unique features essential to department: Original equipment vendor is best suited to perform the work, understands what should be upgraded to provide at least an additional 10 year of usable life and can make repairs to existing equipment since they operate their equipment as well.

Special circumstance and/or time constraints, if any: The repairs are anticipated and required to be completed prior to the 2020 painting season.

Alternative Sources

An alternatives sourcing search was conducted consisting of (check all that apply):

☐ Market research  ☒ Contacted other vendors  ☐ Other

Describe the alternative sourcing efforts: Purchasing searched for additional refurbishment vendors and checked with other vendors to assess their capabilities. A determination was made to move forward with EZ Liner.
List all alternative sources that were investigated and reason good/service does not meet need:

1. An alternative source was found by Purchasing and was contacted by Deputy Director of Fleet (Dennis Clark). That company was hesitant to work on EZ Liner equipment at that time. Logistical issues relating to the cost of equipment transport and corresponding employee labor costs for delivery are also a factor in this determination.

Cost Analysis

Cost has been fairly and reasonably established by (check all that apply):

☐ Comparison to public sector contract pricing
☐ Discount off of published price
☐ Comparison to previous comparable pricing
☐ Market survey of other vendors
☐ Other

Department explanation of above efforts ensuring fair and reasonable pricing: Internal discussion of refurbishment package between Purchasing and Public Works included the identification of an alternate vendor in Montana. It was agreed that the alternate vendor would not be a good fit for this refurbishment and that moving forward with EZ Liner was the preferred option.

Did planning/timing contribute to the need for this waiver of competition: ☒ Yes ☐ No

To some extent, as the time line for this refurbishment was AFTER the 2019 painting season with completion scheduled BEFORE the 2020 painting season.

I signify that my department requests and I approve of this waiver of competition.

_________________________  ______________________
Department Head Signature  Date

Section 2: Purchasing Division (final approver if under $24,999)

Buyer initials and date: SF  2/13/2020

Approving official name: gen White

Action: ☒ Approved  ☐ Disapproved  ☐ Request further justification

If recurring, expiration date: N/A

Comments:

_________________________  ______________________
Signature  Date

☒ If approved, requires completion of Form 6-163-B Purchasing Report to Committee

Sole Source No. 20-07
Section 3: County Administrator (if over $24,999)

Action: ☒ Approved   □ Disapproved   □ Request further justification

Comments: For action previously taken & near complete. Completing paperwork.

Mark W. Fields
Signature

2-24-2020
Date
Form 6-120-B: Purchasing Report to Committee

Committee: ☑ Finance  ☑ Public Works

County Department: Public Works  Department Contact: Barry Pierce

Why is this being reported?

☐ Ordinance Exempt Procurement: Purchase is exempt from standard purchasing methods due to Ordinance: Not Applicable

☒ Waiver of Competition (per Ordinance 17-25) ☒ Sole Source  ☐ Non-competitive

(Attach approved WOC form 6-225-A to this form for further explanation when competition may not be in the best interest of the County)

☐ Emergency Procurement (per Ordinance 17-26)

(Attach memo regarding emergency for further explanation.)

Start Date: February 17, 2020  End Date: March 31, 2020

Name of Vendor: EZ Liner

Total Amount of Purchase: $119,325 to $141,840

Summary of Goods/Services Purchased: The vendor is performing a refurbishment of the County's paint truck. The refurbishment should allow for another 10-years of usable life for the paint truck.

Additional Comments: Waiver of Competition (Form 6-225-A) attached. The original equipment vendor is the best suited to perform the refurbishment. Additional refurbishment vendors were researched, yielding limited results. The end result is the original equipment vendor being the best fit.

________________________________________  _____________
Department Head Signature  Date

________________________________________
Department Head Name

Date Presented to Committee

Approved
Enacted 12/06/2019
Committee Awards and Reports
Form 6-225-A: Waiver of Competition

Section 1: Requesting Department

Waiver of competition (WOC) category:  □ Sole Source  ☒ Non-Competitive

Date of request: 2/26/2020

Requesting department:  Public Works  Department contact:  Barry Pierce

Description of good or service: Combination of Mack Tandem Axle Chassis and Henderson First Responder winter equipment

Vendor information:  Name: Henderson Products
                       City, State, Zip:  Huntley, IL  60142
                       Website address (if available):
                       http://www.hendersonproducts.com/

If the good is a brand name or proprietary to one manufacturer, can more than one distributor provide the product to the County?  □ Yes  ☒ No  □ N/A

Total cost, including all options for renewal or extension: $685,000 in 2020

Requested term of WOC:  ☒ One-time purchase  □ Recurring purchase/contract

Contract term:

If recurring purchase, describe anticipated future purchases, including on-going maintenance: N/A

Uniqueness, Special Circumstance and/or Time Constraints
Explanation of uniqueness of good or service: Consistent with previous years Tandem Axle truck purchases, the selected vendor - in this case Henderson Products - acts as the general contractor on the purchase of the Mack Tandem Axle Chassis – coordinating with the manufacturer to ensure timely delivery of the completed equipment to Walworth County. During 2018 & 2019 an established working group spent more than 6 months evaluating different winter maintenance equipment capable of moving the County towards a more hybrid brine/ granular stance. The output of the working group resulted in the selection of Henderson First Responder Unit as the optimal piece of winter maintenance equipment to achieve the desired hybrid liquid/ granular results. As such, the Director of Public Works opted to move forward with the purchase of these proprietary pieces of equipment.

How are unique features essential to department: In this case, the issue is two-fold in nature. First, the Mack Tandem Axle Chassis for each truck is consistent with purchases made by the County since 2004. This move toward composing the fleet solely of Mack Chassis' allowed for the necessary repair parts inventory to be streamlined, presented the opportunity to have more capable mechanics familiar with chassis pain points, and increased the operator experience with system controls. Second, the Henderson First Responder was selected as the primary piece of winter maintenance equipment to achieve desired hybrid liquid/ granular results for the Highway division. This unit is proprietary technology singular to Henderson Products and composed of a self-contained, slide out unit with a liquid capacity of 1300 gallons while also allowing for application of 8 ton of granular material as well. They also have proprietary direct-cast spinner technology that allows operators to direct granular application to an intended area rather than broadcasting the entire roadway. The First Responder unit is removable during non-winter seasons allowing for year-long use of dump body. It is a self-contained, removable unit containing hybrid liquid/ granular abilities that are consistent with our goal in Highway winter operations at this time.

Special circumstance and/or time constraints, if any: None at this time. Henderson’s build time for the First Responder unit is well before the arrival of winter in 2020/2021 season.

Alternative Sources

An alternatives sourcing search was conducted consisting of (check all that apply):

☐ Market research  ☒ Contacted other vendors  ☐ Other

Describe the alternative sourcing efforts: Alternate Henderson Products dealers were contacted to receive price quotes for the First Responder Units on Mack Tandem Axle Chassis'. Their response indicated that the Huntley, Illinois location is the designated Henderson IDC (Installation and Distribution Center) for this portion of the country and that the Manchester location would neither provide us a price quote on our two units, nor would they service our equipment upon purchase.

List all alternative sources that were investigated and reason good/service does not meet need:

1. Henderson Products out of Manchester, Iowa was contacted for a price quote on two (2) First Responder Units with direct cast spinners on Mack Tandem Axle Chassis'. They indicated that the IDC for this region of the country is Huntley, Illinois and that is where we should direct our requests for quotes.
Cost Analysis

Cost has been fairly and reasonably established by (check all that apply):

☐ Comparison to public sector contract pricing  ☐ Discount off of published price  ☒ Market survey of other vendors
☐ Comparison to previous comparable pricing  ☐ Other

Department explanation of above efforts ensuring fair and reasonable pricing: The only other vendor of the selected product was contacted for pricing – Henderson Products out of Manchester, Iowa. They indicated that the Huntley, Illinois location is the IDC for this region of the country.

Did planning/timing contribute to the need for this waiver of competition:  ☐ Yes ☒ No

N/A

I signify that my department requests and I approve of this waiver of competition.

_________________________________  26 Feb 20
Department Head Signature  Date

Section 2: Purchasing Division (final approver if under $24,999)

Buyer initials and date:  SF  2/26/2020

Approving official name:  Jen White

Action: ☒ Approved  ☐ Disapproved  ☐ Request further justification

If recurring, expiration date:  N/A

Comments:

_________________________________  3/31/20
Signature  Date

☒ If approved, requires completion of Form 6-103-B Purchasing Report to Committee

Sole Source No.  20-12

Section 3: County Administrator (if over $24,999)

Action: ☒ Approved  ☐ Disapproved  ☐ Request further justification

Comments:

_________________________________  3-9-20
Signature  Date
Form 6-104-A: Request to Initiate Purchase

Department Section
(To be completed by requesting department.)

General Information:

Department Information:

<table>
<thead>
<tr>
<th>Requesting dept:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept purchasing contact:</td>
<td>Barry Pierce</td>
</tr>
</tbody>
</table>

Budget Information:

<table>
<thead>
<tr>
<th>Est. total purchase cost:</th>
<th>$685,000</th>
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<tbody>
<tr>
<td>Budget available:</td>
<td>$685,000</td>
</tr>
<tr>
<td>Account Number:</td>
<td>Org: 5545</td>
</tr>
<tr>
<td></td>
<td>Object: 58150</td>
</tr>
<tr>
<td></td>
<td>Project: W2028</td>
</tr>
</tbody>
</table>

Additional Information:

<table>
<thead>
<tr>
<th>Was market research/department needs assessment performed by the department for this purchase?</th>
<th>☒ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are grant funds being used? ☐ Yes ☒ No If yes, list any requirements: N/A</td>
<td></td>
</tr>
<tr>
<td>Was a previous County solicitation performed for this good/service? ☐ Yes ☒ No</td>
<td></td>
</tr>
<tr>
<td>Previous/Existing Contract # (if applicable): 1806-1</td>
<td></td>
</tr>
<tr>
<td>Is this a public work? As defined in administrative procedure 6-135. ☐ Yes ☒ No</td>
<td></td>
</tr>
</tbody>
</table>

Purchase/Project Details:

General scope of product/services required and desired outcome (summary of project goals and work that must be performed):

Two (2) Mack Chassis, Tandem Axle Trucks up-fit with Henderson First Responder Winter Maintenance units with direct cast spinners. In this case, as in previous tandem axle purchases, the selected vendor acts as the general contractor for the truck build – working with the chassis vendor on defined Walworth County equipment specifications and build timelines – delivering the final product upon completion. The First Responder Unit is a self-contained, slide-in winter maintenance tool with 1300 gallon liquid capacity and 8 ton granular capacity which fits with Highway’s current hybrid stance on winter maintenance.

Minimum product/service specifications: (specific requirements - project goals, deliverables, features, functions, tasks, quantities, warranty etc. - what needs to be achieved and the work that must be performed):

The Mack Tandem axle chassis shall be built according to defined Walworth County equipment specifications. The First Responder Unit shall be a self-contained, slide-in winter maintenance tool with 1300 gallon liquid capacity able to direct apply brine over 3 lanes at once, and 8 ton granular capacity which fits with Highway’s current hybrid stance on winter maintenance. Also, these units will come equipped with proprietary direct-cast spinners allowing for select distribution of granular material. The unit is removable during non-winter months allowing for year round use of the tandem dump body.

Are County provided documents required for vendor to properly bid/propose (site plans, drawings, photos, etc.):

☐ Yes ☒ No

If yes, are documents currently available? ☐ Yes ☒ No

If no, date items will be: N/A

Mandatory minimum vendor qualifications (licenses, certifications, experience, etc.):

Must be an approved vendor on Sourcewell co-op in the Winter Maintenance category

Approved 12/06/2019

General Purchasing Processes and Requirements
Detail any regulations/laws particular to this purchase that affect this solicitation:
No

Detail any sense of urgency or deadlines associated with the schedule of purchase:
We would like delivery of these units prior to onset of Winter 2020/2021 – which we have been assured from the vendor.

Department proposed solicitation method:
- Request for Quotation (RFQ)
- Request for Bid (RFB)
- Request for Proposal (RFP)
- Cooperative Procurement (Co-op)

Additional comments: After 6 months of research and corresponding Working Group in 2018/2019 – this unit was selected as the primary focus for the division to achieve desired hybrid liquid/granular winter maintenance applications. These units also fit with the WisDOT request to find any and all abilities to reduce annual salt usage while not sacrificing roadway safety.

Purchasing Section
(To be completed by Purchasing.)

Purchasing contact: Choose an item.

Date form received from department: Click or tap to enter a date.

Purchasing comments (if applicable): Click to enter additional comments or type none.

Purchasing suggested solicitation method:
- Request for Quotation (RFQ)
  - To be performed by Purchasing
  - To be performed by Department
- Request for Bid (RFB)
- Request for Proposal (RFP)
- Cooperative Procurement (Co-op)
- Waiver of Competition (WOC)
  - Sole Source
  - Non-Competitive
- Ordinance Exempt Procurement Choose an Ordinance Exempt Procurement Type.

Suggested solicitation type reasoning: Click or tap here to enter text.

Purchasing Manager or Purchasing Supervisor review:

______________________________  ________________________________
Purchasing Manager/Supervisor  Date
THIS STORM WATER DRAINAGE EASEMENT AGREEMENT ("Agreement"), is made this __ day of April, 2020, between WALWORTH COUNTY, a quasi-municipal corporation with offices located at 100 West Walworth Street, Elkhorn, Wisconsin 53121 ("County"), and TREE HOUSE CHILD AND FAMILY CENTER, INC., a Wisconsin non-stock corporation, with offices located at W4063 County Trunk Highway NN, Elkhorn, Wisconsin 53121 ("Tree House").

RECITALS

WHEREAS, County is the owner of certain real property, commonly known as W3905, W3913, and W4097 County Trunk Highway NN, Elkhorn, Wisconsin 53121, approximately 291.584 acres, more particularly described in the attached Exhibit A incorporated herein ("County Property"); and

WHEREAS, Tree House is the owner of certain real property adjacent and contiguous to the County Property, commonly known as W4063 County Trunk Highway NN, Elkhorn, Wisconsin 53121, approximately 5.203 acres, more particularly described in the attached Exhibit B incorporated herein ("Tree House Property"), on which it operates a stand-alone child advocacy facility in reasonable proximity to governmental agencies that provide services to the persons also served by Tree House; and

WHEREAS, Tree House provides an important public service for the Walworth County community, and may expand the improvements on the Tree House Property, resulting in additional storm water drainage; and

WHEREAS, in recognition of such service and potential expansion, the Walworth County Board of Supervisors, at its April, 2020, regular meeting, has authorized the entry into this Agreement to allow the additional storm water resulting from any expansion of the Tree House Property improvements to drain into the existing storm water drainage basin on the County Property, which has been designed and constructed to accommodate such additional storm water ("Basin"), using surface and underground storm water drainage facilities to be designed and constructed by Tree House across portions of the Tree House Property and the County Property (such facilities, collectively, "Storm Water Management Facilities"); and

WHEREAS, the parties desire the grant of a nonexclusive, perpetual easement for the transport and storage of such additional storm water using the Storm Water Management Facilities and the Basin, pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and restrictions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the following grants, agreements, covenants, and restrictions are hereby made:

1. **Incorporation.** The Preamble and Recitals above are incorporated herein.
2. **Easement Grant.** County hereby grants, conveys, and releases to Tree House, its successors and assigns, as an easement appurtenant to the Tree House Property, a perpetual, nonexclusive easement to collect, transport, and store collected storm water drainage from the Tree House Property through the portion of the Storm Water Management Facilities to be located on the County Property into the Basin (“Storm Water Easement”). To accommodate runoff from future planned Tree House facilities, the County designed additional capacity into the Basin to provide 80% total suspended solids and peak discharge control for 1.11 acres runoff from the Tree House property with a curve runoff number of 76. The County recognizes that shared stormwater management facilities are a more efficient use of the county-owned property that surrounds the Department of Public Works vehicle maintenance facility and that the majority of the eventual site runoff (approximately 69%) comes from county facilities. The County wishes to support the ongoing work and activities performed for county residents by the Tree House. See Walworth County DPW Vehicle Maintenance Facility Erosion Control and Stormwater Management Report dated August 17, 2015 drafted by Angus-Young Associates.

3. **Construction Expense.** Tree House shall pay the cost of all design, governmental permitting, excavation, construction, and installation of the Storm Water Management Facilities as and when it expands its Tree House Property improvements. The location, design and construction of the Storm Water Management Facilities on the County Property shall be approved in writing by the County, as part of its permitting process for such improvements.

4. **Repair and Maintenance Expense.** Tree House shall, at its sole cost and expense, maintain and repair the Storm Water Management Facilities in perpetuity. County, at its sole cost and expense, shall maintain and repair the Basin in perpetuity, providing sufficient capacity, at a minimum, to accommodate the storm water drainage from the Tree House Property and the County Property.

5. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits, burdens, obligations, and indemnities, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Tree House, County and their respective successors and assigns. The Storm Water Easement is an easement appurtenant to the Tree House Property, and shall not be transferred separately from, or severed from, title to the Tree House Property. The benefits of the Storm Water Easement shall not extend to any properties or organizations other than the Tree House without the consent of County.

6. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

7. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties hereto and may not be changed except by a written document executed and acknowledged by the parties and duly recorded in the Office of the Register of Deeds for Walworth County, Wisconsin.

8. **Notices.** All notices to either party hereto 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 notified party’s property tax bills are sent.
Any party may change its address for notice by providing written notice to the other parties pursuant to this Section 8.

9. **Invalidity.** 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.

10. **Waiver.** 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 or conditions of this Agreement.

11. **Counterparts.** This Agreement may be executed electronically and/or in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

*(Signature pages follow)*
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WALWORTH COUNTY, a quasi-municipal corporation

By: ____________________________
    Nancy Russell, County Board Chair

Attest: ____________________________
    Kimberly S. Bushey, County Clerk

Approved as to form:

______________________________
Michael P. Cotter, Walworth County
Corporation Counsel

STATE OF WISCONSIN )
COUNTY OF WALWORTH) ss.

Personally came before me this _____ day of ______________, 2020, the above-named Nancy Russell, Kimberly S. Bushey, and Michael P. Cotter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

______________________________
Notary Public, Walworth County, Wisconsin
My Commission Expires: __________________

This instrument was drafted by:

James P. Howe
GODFREY, LEIBSLE, BLACKBOURN & HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin  53121
Telephone: (262) 723-3220
Email: jhowe@godfreylaw.com
TREE HOUSE CHILD AND FAMILY CENTER, INC.,
a Wisconsin non-stock corporation

By: __________________________________________
   Heidi Lloyd, President

STATE OF WISCONSIN   )
COUNTY OF WALWORTH) ss.

Personally came before me this _____ day of March, 2020, the above-named Heidi Lloyd,
to me known to be the person who executed the foregoing instrument and acknowledged the same.

______________________________________________
Notary Public, Walworth County, Wisconsin
My Commission Expires: __________________________
EXHIBIT A
LEGAL DESCRIPTION OF COUNTY PROPERTY

The Southeast 1/4 and the Southwest 1/4 of Section 4, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin.

EXCEPTING THEREFROM THE FOLLOWING THREE PARCELS:

(1) A part of the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 2 North, Range 17 East, described as commencing at the south quarter corner of said Section 4; thence East along the South line of said Section 680.00 feet; thence North 465 feet to the point of beginning of the hereinafter described parcel; thence continue North 100.00 feet; thence East 100.00 feet; thence South 100.00 feet; thence West 100.00 feet to the point of beginning of the herein described parcel, to be used as a sewerage lift station forever. Together with an easement for ingress and egress over a parcel of land 60 feet in width the east line of which begins at the point of beginning of the heretofore described parcel and runs north to the south right-of-way line of County Trunk Highway "NN".

(2) A part of the Southwest 1/4 of Section 4, Town 2 North, Range 17 East, Town of Geneva. Commencing at the West 1/4 corner of Section 4, Town 2 North, Range 17 East, Town of Geneva; thence North 89°50'00" East, 1,234.71 feet along the East-West 1/4 line of said Section 4 to the point of beginning of the lands herein described; thence South 0°49'35" East 444.06 feet; thence South 89°49'35" West, 197.79 feet; thence South 0°13'40" East, 99.49 feet; thence North 89°49'30" East, 210.02 feet; thence South 0°44'00" East, 458.90 feet; thence North 89°54'22" East, 765.13 feet; thence North 0°46'10" West, 632.88 feet; thence South 89°15'10" West, 49.45 feet; thence North 0°20'20" West, 371.02 feet to the East-West line of said Section 4; thence South 89°50'00" West, 729.90 feet along said East-West line to the point of beginning, said tract of land being in the North 1/2 of Section 4, Town 2 North, Range 17 East, Walworth County, State of Wisconsin.

(3) Lot 1 of Certified Survey Map No. 4415 recorded in the office of the Register of Deeds for Walworth County, Wisconsin, on May 9, 2012, in Volume 28 of Certified Survey Maps, Pages 314, 315 and 316, as Document No. 837909, located in the Northwest 1/4 of the Southwest 1/4 of Section 4, Town 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin.
EXHIBIT B
LEGAL DESCRIPTION OF TREE HOUSE PROPERTY

Lot 1 of Certified Survey Map No. 4415 recorded in the office of the Register of Deeds for Walworth County, Wisconsin, on May 9, 2012, in Volume 28 of Certified Survey Maps, Pages 314, 315 and 316, as Document No. 837909, located in the Northwest 1/4 of the Southwest 1/4 of Section 4, Town 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin (end of legal description).

Property Index Number: JA441500001
THIS DEED, made between TREE HOUSE CHILD AND FAMILY CENTER, INC., a Wisconsin non-stock corporation, ("Grantor," whether one or more), and WALWORTH COUNTY, a quasi-municipal corporation, ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in WALWORTH County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):
A parcel of land that contains the northern most 27 feet of Lot 1 of Certified Survey Map No. 4415, recorded in Vol. 28 of Certified Survey Maps of Walworth County on Page 314 and located in the Northwest ¼ of the Southwest ¼ of Section 4, Town 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin.

These lands are to be attached to and included as part of the County highway plat. Exempt from fee and return pursuant to § 77.25(2), Wis. Stats.

Together with all appurtenant rights, title and interests.

Dated ____________________________.

(SEAL) (SEAL)

* ____________________________

(SEAL) (SEAL)

* ____________________________

AUTHENTICATION

Signature(s) ____________________________
authenticated on ____________________________.

* ____________________________

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF WISCONSIN )
)
COUNTY ) ss.

Personally came before me on ____________________________, the above-named ____________________________, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* ____________________________

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 3-2003

(Signatures may be authenticated or acknowledged. Both are not necessary.)

* Type name below signatures.
Resolution No. ** - 04/20
Supporting a Storm Water Drainage Easement Agreement and Quit Claim Deed Between Walworth County and the Tree House Child and Family Center, Inc.

Moved/Sponsored by: Public Works Committee

WHEREAS, Walworth County is the owner of certain real property, commonly known as W3905, W3913, and W4097 County Trunk Highway NN, Elkhorn, Wisconsin 53121, consisting of approximately 291.584 acres (“County Property”); and,

WHEREAS, Tree House Child and Family Center, Inc. (“Tree House”) is the owner of certain real property adjacent and contiguous to the County Property, commonly known as W4063 County Trunk Highway NN, Elkhorn, Wisconsin 53121, consisting of approximately 5.203 acres, on which it operates a stand-alone child advocacy facility in reasonable proximity to governmental agencies that provide services to the persons also served by Tree House; and,

WHEREAS, Tree House provides an important public service for the Walworth County community and may expand the improvements on the Tree House Property, resulting in additional storm water drainage; and,

WHEREAS, As part of the Walworth County Department of Public Works Vehicle Maintenance Facility construction, Walworth County constructed a wet detention pond on the County Property; and,

WHEREAS, Walworth County designed capacity into the wet detention pond to serve the County’s existing building, the Tree House property, and future expansion of the Tree House property to provide 80% total suspended solids and peak discharge control for 1.11 acres of runoff from the Tree House property with a curve runoff number of 76; and,

WHEREAS, Tree House shall pay the cost of all design, governmental permitting, excavation, construction, and installation of the Storm Water Management Facilities as and when it expands its Tree House Property improvements. The location, design and construction of the Storm Water Management Facilities on the County Property shall be approved in writing by the County, as part of its permitting process for such improvements; and,

WHEREAS, Walworth County further seeks to acquire the northern most twenty-seven feet of the Tree House property to complete a portion of the County Road NN Transportation Project Plat; and,

WHEREAS, Walworth County previously installed a sidewalk and planted trees on this property; and,

WHEREAS, Tree House agrees to transfer this land to Walworth County at no cost to either party; and,
WHEREAS, Walworth County will accept a Quit Claim Deed to complete this transfer of ownership.

NOW, THEREFORE, BE IT RESOLVED Walworth County may enter into a Storm Water Drainage Easement Agreement with the Tree House; and

BE IT FURTHER RESOLVED by the Walworth County Board of Supervisors that Walworth County may accept a Quit Claim Deed from the Tree House to include the northernmost twenty-seven feet of the Tree House property to be attached to the Transportation Project Plat of County Road NN; and

BE IT FURTHER RESOLVED the appropriate Walworth County Officials may sign the corresponding documents needed to complete these transactions.

____________________________     _____________________________
Nancy Russell                 Kimberly S. Bushey
County Board Chair            County Clerk

County Board Meeting Date:  April 23, 2020

Action Required:  Majority Vote __X__  Two-thirds Vote ______  Other ______

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

____________________________     _____________________________
Michael P. Cotter               Jessica Conley
Corporation Counsel            Finance Director

____________________________
Mark W. Luberda
County Administrator

If unsigned, exceptions shall be so noted by the County Administrator.
I. **Title:** Supporting a Storm Water Drainage Easement Agreement and Quit Claim Deed Between Walworth County and the Tree House Child and Family Center, Inc.

II. **Purpose and Policy Impact Statement:** This resolution authorizes a Storm Water Agreement between Walworth County and the Tree House. Furthermore, this resolution also authorizes the transfer of the northernmost twenty-seven feet of the Tree House Property to Walworth County.

III. **Budget and Fiscal Impact:** Passage of this resolution will not impact the County budget.

IV. **Referred to the following standing committees for consideration and date of referral:**

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<tr>
<th>Committee: Public Works</th>
<th>Meeting Date: March 16, 2020</th>
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Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached ordinance.

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<th>Michael P. Cotter</th>
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**OTHER EQUIPMENT:**
- W1813 TANDEM AXLE PATROL TRUCKS 735,000.00
- W1815 SERVICE TRUCK REPLACEMENT 705,000.00
- W1817 OFF CTR/TRAINING ROOM EQUIPMENT 39,436.00
- W1927 TANDEM AXLE PATROL TRKS 2 453,350.34
- W1928 PAINT TRUCK REFURBISHMENT 173,711.00
- W1929 ONE TON PATROL TRUCK REPL - 2 61,604.00
- W1932 BRINE STORAGE TANK REPLCMNT 8,235.00

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**10-YEAR DPW Highway Equipment PLAN**

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**Estimated Yearly Equipment Budget:**

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**5-YEAR PLAN DIFFERENCE:** $1,523,311

**10-YEAR PLAN DIFFERENCE:** $5,187,500
MEMORANDUM

Date: 9 March 2020

To: Public Works Committee

Cc: Walworth County Administrator – Mark Luberda

From: Richard Hough – Public Works Director

Subject: Private Use of County Right of Way & Maintenance

The purpose of this correspondence is to provide the Public Works Committee a summary of policies relating to and concerning private use of County right of way, agriculture, and mowing, as it relates to highway operations, and in response to a County Supervisor’s request.

Wisconsin State Statutes:

Chapters 59 & 66 of Wisconsin State Statutes outline the responsibility of the County to maintain the transportation system and right of way. Under these statutes a person who “owns or leases land abutting a state trunk highway may, without the consent of the DOT, cut or trim grass that is within the highway right of way that is located along the land’s frontage with the highway right of way or within 200 feet of a driveway.” However, this “does not permit a person to cut or trim grass without the consent of the DOT if any of the following applies”:

- The highway is a freeway or expressway
- The person farms or harvests the grass
- The grass is located in an area prohibited to pedestrians
- The grass is located only by crossing a traffic lane
- The grass is located within 50 feet of a sign.

And, 86.021 Wis. Stats., Highway, cultivation of; injury by farm machinery, provides that “No person shall, within the limits of any public highway, plow, cultivate or otherwise work any lands in such manner as to interfere with or obstruct the drainage in any public highway ditch, nor shall any person operate any farm or other machinery on, over, along or across any public highway in such manner as to materially damage the said highway.”

Walworth County Ordinance(s):

Chapter 16, Section 25(j)(2) outlines that the County is not responsible for damage to private property “caused to any fences, headwalls, trees, shrubs, plantings and other structures that are improperly located within the public right of way.” NOTE: this includes crops.
Chapter 16, Section 16-16 *Harvested Wood*, recently updated, outlines a permit process for adjacent homeowners to collect wood from County right-of-way, in some circumstances.

Chapter 11 & 74, references mowing and maintenance standards for land conservation and residential zoning, but, these ordinances do not effect County right-of-way maintenance by Public Works.

And, Chapter 16, Section 24(a), recently updated, outlines: “(a) *Highway maintenance and improvement standards.* Unless otherwise noted in County ordinances or County administrative procedures the Wisconsin Department of Transportation Highway Maintenance Manual will serve as a guide for County program strategies, standards, and processes relating to the management and maintenance of Walworth County trunk highway system.”

The WisDOT Highway Maintenance Manual (HMM) is a comprehensive manual by which County maintenance crews reference standards, permit requirements, and general rules. Considering its breadth I recently proposed the adoption of this manual, within Chapter 16 of County Ordinances, as a guide for otherwise unstated procedures for County highway maintenance. Considering its adoption as a guide for maintenance of roadways, the corresponding two sections of the HMM are applicable, they include:

HMM 06-05-35 *Mowing.* Outlines Best Management Practices (BMP’s) to minimize mowing and doing so in optimal windows of time to mitigate the spread of invasive species, protect various species of plant and animal life, while addressing trafficability and safety concerns. Additionally, it outlines how counties will coordinate their mowing activities through state officials, and, in limited circumstances, “other governmental entities or private individuals” may mow on state right of way under the Maintenance and Operations Sponsorship Policy (HMM 07-01-45).

And, HMM 07-25-20 *Farming.* In general any “agricultural crops encroaching on the right of way should be removed in accordance with HMM 07-25-45, Encroachments and Restricted Activities. The exception is hay which may be planted and harvested if the Governor declares a drought emergency, but a permit must be granted by DOT.

In summary, there are numerous rules and regulations regarding public maintenance and private use of trunk highway systems in the State of Wisconsin. Walworth County adheres to these standards, for the most part, with respect to the County Trunk Highway System. While farmers often plant crops in County right of way, and others use the right of way for other purposes, it is often, technically, in violation of above statutes, ordinance, and highway maintenance standards. There are 1100 lane miles of roadway to maintain, and, it would not be in our best interest to police private use nor seek a singular approach to maintenance; some areas are maintained at a higher level, others may be ignored. When a maintenance worker advises a private property owner of a violation, I must believe that having done so was in the best interest of our County maintenance strategies and/or in the performance and enforcement of the laws and guidelines above.