



**Marinette County
HIGHWAY DEPARTMENT**
Raymond G. Palonen
Highway Commissioner

**AGENDA
WEDNESDAY, JULY 9, 2014
9:00 A.M.
PESHTIGO HIGHWAY SHOP**

1. Call to order
2. Approve/amend agenda items
3. Approve/amend minutes of June 11, 2014 Attachment (a)
4. Public Comment – Speakers will be limited to 5 minutes
5. Discuss/consider approving a discretionary agreement with the Wisconsin Department of Transportation for sign bridge repair totaling \$1,000.00 pending Corporation Counsel review, action if any Attachment (b)
6. Discuss/consider recommend County Board approve the Performance Based Maintenance Agreement with the Wisconsin Department of Transportation on USH "8" between CTH "O" and STH "141" for a total of \$51,067.50 pending Corporation Counsel review, action if any Attachment (c)
7. Discuss/consider recommend County Board approve the Performance Based Maintenance Agreement with the Wisconsin Department of Transportation on STH "141" between USH "8" and Niagara for a total of \$31,728.82 pending Corporation Counsel review, action if any Attachment (d)
8. Discuss/consider recommend County Board approve a resolution under Trans 75.06 "refuses to maintain" (WisDOT exception 5) for bicycle and pedestrian facilities on CTH "B" between Belgium Road and CTH "W" pending Corporation Counsel review, action if any Attachment (e)
9. Discuss/consider recommend County Board approve a lease agreement with Northeast Asphalt Inc. to produce asphalt and aggregate in the "Trading Post Pit" located on Long Lake Road in the Town of Wausaukee pending Corporation Counsel review, action if any Attachment (f)
10. Discuss/consider approve transferring \$65,000.00 from the CTH "BB" (University Drive to Pond Road) project to the CTH "R" (Mine Road) project, action if any
11. Discuss/consider review of the 2015 – 2019 Highway Department Capital Improvement Plan projects funded through bonding and forward recommendation(s) to the Finance Committee, action if any Attachment (g)
12. Correspondences
13. Information: Commissioner's report
14. Informational: Report on activities by Highway Supervisors and Shop Foreman
15. Discuss/consider all Vouchers presented, action if any
16. Discuss/consider next meeting date, action if any
17. Adjourn

Please note: Agenda items may not be considered and acted upon in the order listed.

List the Members of the Committee

Chair Bousley	Supervisor Bauer	Supervisor Nichols	County Clerk	Media
Vice Chair Policello	Supervisor Kaufman	Corporation Counsel	County Administrator	



**Marinette County
HIGHWAY DEPARTMENT**

Attachment (a)

Raymond G. Palonen
Highway Commissioner

**MINUTES
Meeting of the Highway Committee
Wednesday, June 11, 2014
9:00 a.m.
Peshtigo Highway Office**

Members Present: Chairperson Bousley, Supervisors Policello, Bauer, Kaufman and Nichols

Others Present: Highway Commissioner Ray Palonen, Corporation Counsel Gail Mattison, Patrol Superintendent Joe Baranek, Northeast Asphalt Darren Story, Administrative Assistant Kellie Hartman, Peshtigo Times

1. Meeting Called to Order

Meeting called to order by Chair Bousley at 9:00 a.m.

2. Approve/amend Agenda

Motion (Policello/Nichols) to approve the agenda as presented. Motion carried.

3. Approve/correction of minutes

Motion (Bauer/Nichols) to approve the minutes from May 21, 2014 as presented. Motion carried.

4. Public Comment

Kauffman – I-Pads

5. Northeast Asphalt to furnish and install hot mix asphalt for CTH "BB", CTH "C" & CTH "V"

Motion (Nichols/Kaufman) to recommend County Board approve Northeast Asphalt to furnish and install hot mix asphalt pavement for: CTH "BB" (University Drive to Pond Road) for a total of \$1,949,100.00, CTH "C" (CTH "F" to West County Line) for \$7.47/sy and \$59.45/ton for leveling course for a total of \$537,840.00 and CTH "V" (Palmer Road to Amberg) for a total of \$1,181,180.00, pending Corporation Counsel review. Motion carried. Attachment (a)

6. 2014 construction/paving inspection services for CTH "BB", CTH "C" & CTH "V"

Motion (Policello/Bauer) to recommend County Board enter into an agreement with Robert E. Lee & Associates to furnish 2014 construction/paving inspection services for CTH "BB" (University Dr. to Pond Road), CTH "C" (CTH "F" to West County Line) and CTH "V" (Palmer Road to Amberg) with a not to exceed \$65,953.50, pending Corporation Counsel Review. Motion carried. Attachment (b)

7. **Wisconsin County Highway Association Utility Accommodation Policy**

Motion (Kaufman/Policello) to recommend County Board approve incorporating the Wisconsin County Highway Association Utility Policy into the Marinette County Code of Ordinances. Motion carried. Attachment (c)

8. **Right of Way miscellaneous work permit**

Motion (Nichols/Policello) to authorize the Commissioner to draft a miscellaneous work in the right of way permit to address miscellaneous private work or activities within the County right of way beginning January 1, 2015, pending Corporation Counsel review and to bring draft to the Committee for approval. Motion carried. Bauer – no

9. **Per diem and mileage for the 2014 Summer Highway Conference**

Motion (Kaufman/Bauer) to approve the mileage and per diem for Committee members attending the 2014 Summer Highway Conference held on June 2, 3, and 4 in Wisconsin Dells. Motion carried.

10. **Correspondences**

None

11. **Information: Commissioner's report**

The Commissioner explained the new fuel system installation has been postponed until July. The Town of Wausaukee posted weight restrictions on a town road leading to the Trading Post pit where Northeast will set up its portable asphalt plant this summer.

12. **Informational: Report on activities by Highway Supervisors**

The crews have been busy preparing CTH "E" for blacktop scheduled for June 12. They also have been mowing grass and installing culverts on CTH "D".

13. **Schedule of Vouchers**

Motion (Policello/Bauer) to approve the vouchers in the amount of \$142,687.77 as presented. Motion carried.

14. **Next Meeting Date**

The next meeting date will be on July 9, 2014 beginning at 9:00 a.m.

15. **Adjournment**

Motion (Nichols/Bauer) to adjourn the meeting at 9:45 a.m. Motion carried.

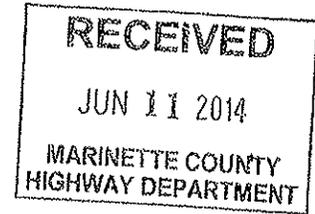
Kellie Hartman/Administrative Assistant
Date approved/correct

Attachment (b)

CORRESPONDENCE/MEMORANDUM

State of Wisconsin

Date: June 9, 2014
To: Ray Palonen, Marinette County Hwy. Commissioner
From: Margie Olejniczak, District 3 Maintenance Operations
Subject: Discretionary Maintenance Agreements



Enclosed is the Sign Bridge Repair Traffic Signing Discretionary Maintenance Agreement for your county.

Please sign the DMA document and return the complete signed document to my attention.

After the remaining signatures are complete, I will send you a copy of the signed document.

If you have any questions, I can be reached at 920-492-5644.

DISCRETIONARY TRAFFIC MAINTENANCE AGREEMENT

MARINETTE COUNTY

CALENDAR YEAR 2014

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 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 warrant 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.

PROJECT ID	COUNTY ACCT. NO.	DESCRIPTION	AMOUNT
0038-48-20	53321	TRAFFIC SIGNING	
		NON INTERSTATE	\$ 1,000
		ESTIMATED COUNTY COSTS	\$ 1,000

DATE: _____

ESTIMATED AMOUNT BUDGETED	
COUNTY LABOR	\$ 590
COUNTY EQUIPMENT	\$ 360
COUNTY MATERIALS	
ADMINISTRATIVE SUPPORT	\$ 50

County Highway Commissioner

TOTAL COUNTY COST \$ 1,000

Approved for DEPARTMENT OF TRANSPORTATION

DTSD Regional Director Date

County Highway Committee

Director, Bureau of Highway Maintenance Date

DISCRETION TRAFFIC MAINTENANCE AGREEMENT

MARINETTE COUNTY
CALENDAR YEAR 2014

PROJECT ID: 0038-48-20 (NON INTERSTATE)

SIGN BRIDGE REPAIR

HIGHWAY	LOCATION	LENGTH	UNIT PRICE	QUANTITY
SYH VARIOUS	VARIOUS STATE TRUNK HIGHWAYS COUNTY WIDE - MARINETTE COUNTY	.00	\$ 1000 / LS	1.0

STATE FURNISHED MATERIALS

COUNTY FURNISHED MATERIALS

COUNTY LABOR \$ 590

SALARY \$ 390

FRINGE \$ 200

OVERTIME

COUNTY EQUIPMENT \$ 360

ADMINISTRATIVE SUPPORT \$ 50

TOTAL PROJECT COSTS \$ 1,000
=====

CHARGES FOR THIS WORK SHALL BE SUMMARIZED BY THE FOLLOWING ACTIVITY CODES:

32 TRAFFIC CONTROL

45 TRAFFIC CONTROL FOR STRUCTURES/BRIDGE INSPECTIONS

81 PERMANENT SIGN REPAIR

Attachment (c)



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet web site: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640
E-mail: ner.dtsd@dot.wi.gov

June 19, 2014

Ray Palonen
Marinette County Highway Commissioner
501 Pine Street
Peshtigo, WI 54157

Subject: Performance Based Maintenance Agreements

Mr. Palonen,

I have enclosed two (2) updated copies of the Performance Based Maintenance Agreements for:

1. Project ID 4938-41-02 for the Asphalt Pavement Rout and Seal project on USH 141 from the USH 8 to Niagara.
2. Project ID 4938-42-02 for the Asphalt Pavement Rout and Seal project on USH 8 from CTH O to USH 141.

Please review the agreement, sign the form and return it to me.

If you have any questions please call me at (920) 492-5645.

Thank you,

A handwritten signature in cursive script that reads "Kurt Wranovsky".

Kurt Wranovsky, P.E.



Wisconsin Department of Transportation
**AGREEMENT FOR PERFORMANCE BASED MAINTENANCE
 2014 PILOT PROGRAM**



County Marinette	Agreement Amount \$31,728.82	Project ID(s) : 4938-41-02
Highway Location(s) Asphalt Pavement Rout and Seal – USH 141		
Start Date July 1, 2014	Completion Date November 14, 2014	

The State of Wisconsin Department of Transportation (DEPARTMENT) authorizes the maintenance project herein described, and the above designated COUNTY, represented by its County Highway Committee and/or Highway Commissioner, agrees to perform such operations and furnish such materials as listed in the schedule below and complete the work by the date indicated above. It is understood that the highway maintenance services as authorized under this Agreement shall be accomplished in compliance with state and federal law. It is acknowledged that this Agreement will be consistent with Section 5, Performance Based Maintenance as agreed to under the Memorandum of Understanding between the Department, WCHA and WTBA dated August, 2013. Authorization for the payment of this work is found under s. 84.07 (2) (b). Payment for services and materials provided under this Agreement shall be made within 30 days of presentation of final county invoice and mutually agreed measurement of quantities and acceptance by the department of work performed.

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 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.

It is understood all work performed by the COUNTY as authorized under this agreement shall adhere to the guidelines, procedures, and standards set forth by the DEPARTMENT in the Special Provisions for the PBM 2014 Pilot Program, Standard Specifications for Highway and Structure Construction, the Highway Maintenance Manual, and the supplemental special provisions as stated for each project within this contract. If there is a discrepancy between documents the supplemental special provisions shall govern. If there is a discrepancy between the remaining documents the governing order is as outlined in 105.4 of the Standard Specifications for Highway and Structure Construction. Both the Department and the County recognize that based upon unit price reimbursement the County may generate revenues over expenditures or may have expenditures over revenues.

Work not listed in the below schedule will not be subject to reimbursement unless such work has been formally authorized and approved by an appropriate project change order. The unit prices quoted for the work items are agreed to be the prices used in extending the quantities for work performed. A change order is the written authorization by the DEPARTMENT covering work not otherwise provided for in the Agreement. This may include: work that does not appear in the Agreement as a specific work item accompanied by a unit price, differing site conditions, significant changes in the character of work, additions of work, deletion of work, and revisions or amendments to the Agreement. The work items and units agreed upon and listed in the schedule below may vary from planned quantity by up to 15% without requiring a change order to the Agreement.

The DEPARTMENT may terminate this Agreement before expiration for reasons beyond control of the DEPARTMENT or default. Once determining that termination is in the DEPARTMENT'S or public interest, the DEPARTMENT will provide a written termination notice specifying the extent of termination and the effective date. In the event the agreement is terminated by the DEPARTMENT, the COUNTY shall be paid the reasonable value for services and materials rendered to the DEPARTMENT up to the time of termination. Cause for default shall be the COUNTY'S failure to perform work with sufficient workers, equipment, or materials, or complete work within the agreement time specified.

The COUNTY may terminate before expiration of this Agreement for "good cause" or default. Upon termination for good cause by the County, the County must continue service until the DEPARTMENT secures a replacement provider, which the DEPARTMENT will seek and pursue immediately upon receiving a written termination notice from the COUNTY. If the DEPARTMENT does not secure a replacement provider within 45 days the COUNTY is relieved of its service. The County must compensate the DEPARTMENT for any harm caused by early termination. Cause for default shall be the DEPARTMENT'S failure to make payments to the COUNTY as required by this Agreement.

Approved for County Highway Department

Approved for Department of Transportation

County Highway Commissioner Date

Regional Director Date

Director, Bureau of Highway Maintenance Date

Highway Committee Date

Scope of Work:

4938-41-02: This work includes routing, cleaning and sealing of asphalt pavement cracks within the roadway travel lanes and paved shoulders.

Limits of Work:

4938-41-02: USH 141, USH 8 to Niagara

Supplemental Special Provisions:

1. Holiday work hours for the 4th of July holiday. No work is allowed from 12:00 PM Thursday July 3rd, 2014 through 6:00 AM Monday July 7th, 2014.
2. Holiday work hours for the Labor Day holiday. No work is allowed from 6:00 AM Friday August 29th, 2014 through 6:00 AM Tuesday September 2nd, 2014.
3. Overbanding is required on all sealant placed.
4. Where interconnecting cracks have formed and where overbanding of the cracks would form slick areas with no contact with the paved surface, fill only the main crack. If none can be determined skip this area.
5. The County shall apply paper, sand, or anti-tracking solution to any warm sealants prior to opening to traffic to prevent tracking on the roadway.
6. Sealing of longitudinal separations at the centerline will not require routing.
7. Any/all lane closures will require a three (3) day notice to allow time for information to be entered into the Department's Lane Closure System (LCS).
8. Any pavement markings damaged shall be reapplied. Payment shall be incidental to the Station price.

SCHEDULE OF WORK ITEMS

<u>Work Item No.</u>	<u>Item Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Item Cost</u>
PROJECT ID(S) 4938-41-02					
305.9506.M	Aggregate Shoulder – Installation	STA	0	\$ -	\$ -
305.9507.M	Aggregate Shoulder – Material	TON	0	\$ -	\$ -
492.9010.M	Asphalt Pavement Rout and Seal – Installation	STA	580.8	\$ 33.00	\$ 19,166.40
492.9020.M	Asphalt Pavement Rout and Seal – Material	LB	2523	\$ 0.540	\$ 1,362.42
502.9300.M	Bridge Deck Crack Sealing	GAL	0	\$ -	\$ -
502.9350.M	Bridge Deck Protective Surface Treatment	SF	0	\$ -	\$ -
990.1000.M	Bridge Deck Cleaning	SF	0	\$ -	\$ -
619.9100.M	Mobilization	EACH	1	\$ 7,400.00	\$ 7,400.00
643.9520.M	Traffic Control, Mobile Operation on the Shoulder	EACH	0	\$ -	\$ -
643.9530.M	Traffic Control, Mobile Operation on a Two-Lane Road	EACH	0	\$ -	\$ -
643.9540.M	Traffic Control, Mobile Operation on a Two-Lane Road Using Flaggers	EACH	1	\$ 3,800.00	\$ 3,800.00
634.9550.M	Traffic Control, Mobile Operation on a Multi-Lane Road	EACH	0	\$ -	\$ -
643.9560.M	Traffic Control, Half Road Closure on Multi-Lane Roadway	EACH	0	\$ -	\$ -
643.9570.M	Traffic Control, Lane Closure – Intersection	EACH	0	\$ -	\$ -
643.9580.M	Traffic Control, Shoulder Closure on Divided Roadway	EACH	0	\$ -	\$ -

SCHEDULE OF WORK ITEMS

643.9590.M	Traffic Control, Work on Shoulder	EACH	0	\$ -	\$ -
643.9600.M	Traffic Control, Lane Closure on Divided Roadway	EACH	0	\$ -	\$ -
643.9610.M	Traffic Control, Lane Closure with Temporary Signals	EACH	0	\$ -	\$ -
643.9620.M	Traffic Control, Non-standard Working Hours	EACH	0	\$ -	\$ -
	TOTAL PROJECT COSTS				\$ 31,728.82
	TOTAL AGREEMENT COSTS				\$

 Wisconsin Department of Transportation AGREEMENT FOR PERFORMANCE BASED MAINTENANCE 2014 PILOT PROGRAM 		
County Marinette	Agreement Amount \$51,067.50	Project ID(s) : 4938-42-02
Highway Location(s) Asphalt Pavement Rout and Seal – USH 8		
Start Date July 1, 2014	Completion Date November 14, 2014	

The State of Wisconsin Department of Transportation (DEPARTMENT) authorizes the maintenance project herein described, and the above designated COUNTY, represented by its County Highway Committee and/or Highway Commissioner, agrees to perform such operations and furnish such materials as listed in the schedule below and complete the work by the date indicated above. It is understood that the highway maintenance services as authorized under this Agreement shall be accomplished in compliance with state and federal law. It is acknowledged that this Agreement will be consistent with Section 5, Performance Based Maintenance as agreed to under the Memorandum of Understanding between the Department, WCHA and WTBA dated August, 2013. Authorization for the payment of this work is found under s. 84.07 (2) (b). Payment for services and materials provided under this Agreement shall be made within 30 days of presentation of final county invoice and mutually agreed measurement of quantities and acceptance by the department of work performed.

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It is understood all work performed by the COUNTY as authorized under this agreement shall adhere to the guidelines, procedures, and standards set forth by the DEPARTMENT in the Special Provisions for the PBM 2014 Pilot Program, Standard Specifications for Highway and Structure Construction, the Highway Maintenance Manual, and the supplemental special provisions as stated for each project within this contract. If there is a discrepancy between documents the supplemental special provisions shall govern. If there is a discrepancy between the remaining documents the governing order is as outlined in 105.4 of the Standard Specifications for Highway and Structure Construction. Both the Department and the County recognize that based upon unit price reimbursement the County may generate revenues over expenditures or may have expenditures over revenues.

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The DEPARTMENT may terminate this Agreement before expiration for reasons beyond control of the DEPARTMENT or default. Once determining that termination is in the DEPARTMENT'S or public interest, the DEPARTMENT will provide a written termination notice specifying the extent of termination and the effective date. In the event the agreement is terminated by the DEPARTMENT, the COUNTY shall be paid the reasonable value for services and materials rendered to the DEPARTMENT up to the time of termination. Cause for default shall be the COUNTY's failure to perform work with sufficient workers, equipment, or materials, or complete work within the agreement time specified.

The COUNTY may terminate before expiration of this Agreement for "good cause" or default. Upon termination for good cause by the County, the County must continue service until the DEPARTMENT secures a replacement provider, which the DEPARTMENT will seek and pursue immediately upon receiving a written termination notice from the COUNTY. If the DEPARTMENT does not secure a replacement provider within 45 days the COUNTY is relieved of its service. The County must compensate the DEPARTMENT for any harm caused by early termination. Cause for default shall be the DEPARTMENT's failure to make payments to the COUNTY as required by this Agreement.

Approved for County Highway Department

Approved for Department of Transportation

County Highway Commissioner Date

Regional Director Date

Director, Bureau of Highway Maintenance Date

Highway Committee Date

<p>Scope of Work: 4938-42-02: This work includes routing, cleaning and sealing of asphalt pavement cracks within the roadway travel lanes and paved shoulders.</p>
<p>Limits of Work: 4938-42-02: USH 8, CTH O to USH 141</p>
<p>Supplemental Special Provisions:</p> <ol style="list-style-type: none">1. Holiday work hours for the 4th of July holiday. No work is allowed from 12:00 PM Thursday July 3rd, 2014 through 6:00 AM Monday July 7th, 2014.2. Holiday work hours for the Labor Day holiday. No work is allowed from 6:00 AM Friday August 29th, 2014 through 6:00 AM Tuesday September 2nd, 2014.3. Overbanding is required on all sealant placed.4. Where interconnecting cracks have formed and where overbanding of the cracks would form slick areas with no contact with the paved surface, fill only the main crack. If none can be determined skip this area.5. The County shall apply paper, sand, or anti-tracking solution to any warm sealants prior to opening to traffic to prevent tracking on the roadway.6. Sealing of longitudinal separations at the centerline will not require routing.7. Any/all lane closures will require a three (3) day notice to allow time for information to be entered into the Department's Lane Closure System (LCS).8. Any pavement markings damaged shall be reapplied. Payment shall be incidental to the Station price.

SCHEDULE OF WORK ITEMS

<u>Work Item No.</u>	<u>Item Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Item Cost</u>
PROJECT ID(S) 4938-42-02					
305.9506.M	Aggregate Shoulder -- Installation	STA	0	\$ -	\$ -
305.9507.M	Aggregate Shoulder -- Material	TON	0	\$ -	\$ -
492.9010.M	Asphalt Pavement Rout and Seal Installation	STA	443.5	\$ 73.00	\$ 32,375.50
492.9020.M	Asphalt Pavement Rout and Seal -- Material	LB	4800	\$ 0.540	\$ 2,592.00
502.9300.M	Bridge Deck Crack Sealing	GAL	0	\$ -	\$ -
502.9350.M	Bridge Deck Protective Surface Treatment	SF	0	\$ -	\$ -
990.1000.M	Bridge Deck Cleaning	SF	0	\$ -	\$ -
619.9100.M	Mobilization	EACH	1	\$ 9,600.00	\$ 9,600.00
643.9520.M	Traffic Control, Mobile Operation on the Shoulder	EACH	0	\$ -	\$ -
643.9530.M	Traffic Control, Mobile Operation on a Two-Lane Road	EACH	0	\$ -	\$ -
643.9540.M	Traffic Control, Mobile Operation on a Two-Lane Road Using Flaggers	EACH	1	\$ 6,500.00	\$ 6,500.00
634.9550.M	Traffic Control, Mobile Operation on a Multi-Lane Road	EACH	0	\$ -	\$ -
643.9560.M	Traffic Control, Half Road Closure on Multi-Lane Roadway	EACH	0	\$ -	\$ -
643.9570.M	Traffic Control, Lane Closure -- Intersection	EACH	0	\$ -	\$ -
643.9580.M	Traffic Control, Shoulder Closure on Divided Roadway	EACH	0	\$ -	\$ -

SCHEDULE OF WORK ITEMS

643.9590.M	Traffic Control, Work on Shoulder	EACH	0	\$ -	\$ -
643.9600.M	Traffic Control, Lane Closure on Divided Roadway	EACH	0	\$ -	\$ -
643.9610.M	Traffic Control, Lane Closure with Temporary Signals	EACH	0	\$ -	\$ -
643.9620.M	Traffic Control, Non-standard Working Hours	EACH	0	\$ -	\$ -
	TOTAL PROJECT COSTS				\$ 51,067.50
	TOTAL AGREEMENT COSTS				\$

Resolution No. _____

Exception for Pedestrian and Bikeway Accommodations on CTH-B

WHEREAS, the County of Marinette has entered into an agreement with the Wisconsin Department of Transportation (WisDOT) through the Local Road Improvement Program (LRIP) to repave a portion of County Trunk Highway B (CTH-B) from Belgium Road to CTH -W; and

WHEREAS, the Marinette County Board has determined that the proposed road improvement project meets the conditions outlined in Wisconsin Administrative Code Trans 75.06 (Refuses to Maintain) exception (WisDOT Exception 5) for pedestrian and bikeway accommodations on CTH-B

NOW, THEREFORE BE IT RESOLVED, by the Marinette County Board that the proposed road improvement meets the conditions outlined in Wisconsin Administrative Code, Trans 75.06 "Refuses to Maintain" Exception (WisDOT Exception 5) for pedestrian accommodations (installation of sidewalks) and bikeway accommodations.

Hereby granted this _____ day of _____ 2014 by a majority of a quorum of the Marinette County Board of Supervisors.

Vilas Schroeder, Chair

Kathy Brandt, County Clerk

Recommended: Highway Committee – _____, 2014

Marinette County Finance Department
Fiscal Impact Statement

Number _____

Ordinance

Resolution

Exception for Pedestrian and Bikeway Accommodations on CTH-B

Fiscal Impact Statement:

No fiscal impact.

Patrick Kass

Patrick Kass
Finance Director

June 25, 2014

Date

DOCUMENT NO. LEASE AGREEMENT

This Lease Agreement is made this 20th day of May, 2012, by and between Marinette County (hereafter called "OWNER") and Northeast Asphalt, Inc. (hereafter called "LESSEE").

OWNER, in consideration of the covenants, conditions and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby leases to LESSEE the following described premises:

W/2 of the NE 1/4 of section 22, Town 34 North, Range 20 East Town of Wausaukee, Marinette County Wisconsin

W/2 of the NW 1/4 of Section 13, Town 37 North, Range 20 East, Town of Pembine, Marinette County, Wisconsin, including access acceptable to Lessee to the premises from a public right of way ("Premises").

THIS SPACE RESERVED FOR RECORDING DATA
NAME AND RETURN ADDRESS
Mark E. Filmanowicz
Northeast Asphalt, Inc.
PO Box 1632
Waukesha, WI 53187

- 1. This Lease will commence on the above referenced date and terminate on November 1, 2012. 2015
2. OWNER grants and conveys to LESSEE the non-exclusive use of the Premises to excavate, process and remove any and all limestone, rock, sand, gravel or other aggregate ("Aggregate")...
3. LESSEE may install such equipment as it may elect upon the Premises for the exploring for, extraction, removal, working and processing of such Aggregate...
4. Work performed outside of the boundaries of Marinette County for which LESSEE desires to use material from leased location must be approved in advance by OWNER...
5. All topsoil must remain on the Premises. LESSEE will use gravel pit strippings to berm the south and east property lines...
6. Upon completion, LESSEE must complete the following reclamation: slope the berm on the south property line, place topsoil and seed, slope the east berm in the area where the pit is depleted...
7. LESSEE is responsible for and will hold OWNER harmless from any and all accidents, injuries, or damages, including any environmental contamination, resulting from LESSEE'S operations on the Premises...
WORKERS COMPENSATION INSURANCE: LESSEE shall provide statutory workers compensation insurance coverage for its employees...
AUTO LIABILITY INSURANCE: Minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle...
GENERAL LIABILITY INSURANCE: Minimum limit of \$1,000,000 per occurrence. This shall be broad form coverage.

Remaining Stockpiles shall be stored in a mutually agreed location upon completion of the work so not to interfere w/ future pit access.

Lessee will restore Hillside Rd, 38 Rd, and Long Lake Rd to the town of Wausaukee satisfaction upon completion of hot mix and aggregate production in 2015.

8. OWNER warrants and represents that OWNER has good and sufficient title to the Premises and has the right, power, and authority to execute this Lease.

9. LESSEE must keep accurate records of the total tons of Aggregate that are removed from the Premises. Based on these records, LESSEE agrees to pay to OWNER \$1.50/cyd for all Aggregate removed from the Premises. Cubic yards will be calculated on the basis of dividing the number of ton (based off scale records) by 1.5. *that are used on local municipal projects and WisDOT projects*
10. All royalty payments shall be made to OWNER at OWNER'S address designated in paragraph 15 herein, or at such other location as is designated by OWNER. Royalties will be paid to OWNER within 30 days from the completion of LESSEE'S operations. LESSEE will provide OWNER with a monthly statement of activity.
11. This Lease contains all of the agreements of the parties hereto and there are no representations, agreements, or conditions other than those expressly included herein.
12. This Lease is binding upon the heirs, successors, legal representatives and assigns of the parties hereto for the term (including renewals) of this Lease.
13. LESSEE agrees, at LESSEE'S expense, to apply for and pursue all necessary permits required for its operation, including a Marinette County Reclamation Permit. Owner agrees to cooperate with LESSEE in acquiring any such permits
14. Prior to commencing operations, LESSEE agrees to provide OWNER the following: a Pollution Incident Control Plan or other mining best practices plan; a list of names and emergency contact information for LESSEE personal who are available at all times for emergency contact; and execute a Certification of WisDot Exemption form from the Land Information Office. LESSEE further agrees to meet with OWNERS representatives on an as needed basis, but not less than monthly.
15. All notices required herein shall be in writing and the sending of any notice shall be sufficient if it is by certified mail with postage prepaid and addressed as follows:

gate?

To the OWNER

Marinette County *Pete Villas*
 Attn: ~~John Scott~~, Forest & Parks Administrator
 1926 Hall Avenue *501 Pine St.*
 Marinette, WI-54143 *Preshtigo WI, 54157*

To the LESSEE

Northeast Asphalt, Inc.
 Attn: Mark E. Filmanowicz
 PO Box 1632
 Waukesha, WI 53187

16. LESSEE agrees to pave, at no cost to OWNER, an approximately 1/4 mile section of Epitohorn Lane, used to haul asphalt material from the Premises. Paving will consist of 2" depth asphalt across the 20' wide roadway. Paving to be completed by 2012, unless LESSEE'S asphalt plant remains at the Premises until 2013, in which case it must be completed prior to November 1, 2013.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first written above.

OWNER

MARINETTE COUNTY

20/20/12
Katherine K. Brandt
 Marinette County Clerk

LESSEE

NORTHEAST ASPHALT, INC.

By: *Mark E. Filmanowicz*
 Mark E. Filmanowicz
 Its: Executive Vice President

ACKNOWLEDGMENT

STATE OF Wisconsin

COUNTY OF _____

Personally came before me this *20th* day of *May*, 2012, the above-named *Katherine K. Brandt* who executed this document for the reasons stated therein.

Becky S. Chenevix Dep Ror
 Notary Public, State of Wisconsin

My Commission Expires *Jan 1, 2013*

Becky S. Chenevix Dep Ror

THIS INSTRUMENT WAS DRAFTED BY
 Attorney Mark E. Filmanowicz
 PO Box 1632
 Waukesha, WI 53187

ACKNOWLEDGMENT

STATE OF Wisconsin

COUNTY OF WAUKESHA

Personally came before me this 26th day of April, 2012 the above-named Mark E. Filmanowicz, Executive Vice President of Northeast Asphalt, Inc. who executed this document for the reasons stated therein.

Stacy Slattery
 Notary Public, State of Wisconsin

My Commission Expires *12/28/14*

Stacy Slattery
 Notary Public
 State of Wisconsin

Estimate 12199-2014

Estimated Cost:\$264,403.77

Contingency: 0.00%

Estimated Total: \$264,403.77

Base Date: 06/23/14

Spec Year: 03

Unit System: E

Work Type: ASPHALT PAVING

Highway Type: UNDIVIDED, COLLECTOR (MINOR)

Urban/Rural Type: Rural

Season: SUMMER

County: MARINETTE

Latitude of Midpoint: 453848

Longitude of Midpoint: 875114

District:

Federal/State Project Number: 9239-09-71

Prepared by Steven Friberg on 06/23/14

Line #	Item Number	Description	Quantity	Units	Unit Price	Extension
<u>Supplemental Description</u>						
Group 0000: Initial Group						
0010	305.0120	BASE AGGREGATE DENSE 3/4-INCH	2,400.000	TON	\$12,500.00	\$30,000.00
0020	305.0110	BASE AGGREGATE DENSE 3/4-INCH	375.000	TON	\$19.00000	\$7,125.00
0040	460.1101	IMPAVEMENT TYPE 1	1,406.000	TON	\$61.00000	\$85,766.00
0050	643.0100	TRAFFIC CONTROL (PROJECT)	1.000	EACH	\$8,000.00000	\$8,000.00
0070	205.0100	EXCAVATION COMMON	600.000	CY	\$13.00000	\$7,800.00
0080	306.0115	SALVAGED ASPHALTIC PAVEMENT BASE	1,450.000	CY	\$10.25000	\$14,862.50
0090	490.0100	SALVAGED ASPHALTIC PAVEMENT	7,934.000	SY	\$2.50000	\$19,585.00
0100	628.1504	SILT FENCE Erosion Control (Project)	6,000.000	LF	\$1.90000	\$11,400.00
0110	619.1000	MOBILIZATION	1.000	EACH	\$25,000.00000	\$25,000.00
0120	455.0105	ASPHALTIC MATERIAL PG58-28	87.000	TON	\$283.00000	\$24,621.00
0130	455.0605	TAR COAT	219.000	GAL	\$6.00000	\$1,278.00
0140	350.0104	SUBBASE	400.000	TON	\$12.00000	\$4,800.00
0150	625.0500	SALVAGED TOPSOIL	3,500.000	SY	\$1.50000	\$5,250.00
0160	627.0200	MULCHING	3,500.000	SY	\$0.31000	\$1,085.00
0170	630.0120	SEEDING MIXTURE NO. 20	95.000	LB	\$7.25000	\$688.75
0180	628.1520	SILT FENCE MAINTENANCE	6,000.000	LF	\$0.65000	\$3,900.00
0200	624.0100	WATER	500.000	M GAL	\$25.43500	\$12,722.50

Total for Group 0000:\$264,403.77

2015 Capital Project 5-Year Outlook Summary
As of April 14, 2014

Key for Funding Source:
0 = Debt Service G = Grants and Aids O = Operating Revenues M = Municipal Funds P = Property/Tax S = Sales Tax

DRAFT

2015 EXECUTIVE BONDING PROPOSAL AND CAPITAL IMPROVEMENTS PROGRAM (CP)

DIVISION/ DEPARTMENT	Miles	FUNDING SOURCE	Funding %	PROJECT DESCRIPTION	2015	2016	2017	2018	2019	TOTAL	
Highway	4.0	County	100%	CTH BB (Curve 2.7 Miles SE of B to Pond Road) - Recondition	820,000	-	-	-	-	820,000	0
Highway	0.0	County	20%	CTH BB Little River Bridge Replacement	60,000	-	-	-	-	60,000	WisDOT Paying 80% of cons
Highway	7.0	County	67%	CTH B (Belgium Road to CTH W) - Recondition	1,022,000	-	-	-	-	1,022,000	Total Project = \$1,475,000 (
Highway	3.5	County	100%	CTH Q (Pound Eastward to STH "64") - Overlay	594,000	-	-	-	-	594,000	
Highway	4.7	County	100%	CTH Q (USH 141 Westward to STH "64") - Overlay	725,000	-	-	-	-	725,000	
Highway	6.6	County	100%	CTH X (Wasco Road to Old Rail Road) - Overlay	976,000	-	-	-	-	976,000	
Highway	0.0	County	100%	Civitz Shop Concrete Floor And Floor Drain Repairs	75,000	-	-	-	-	75,000	
Highway	25.8			Equipment Purchases	635,000.00	-	-	-	-	635,000	
Highway	3.3	County	100%	CTH B (West Co. Line to USH 141) - Recondition	-	644,000	-	-	-	644,000	0
Highway	3.2	County	100%	CTH B (Dahl Road to CTH T) - Recondition	-	624,000	-	-	-	624,000	
Highway	3.4	County	100%	CTH F (Oconoco Co. Line to CTH Q) - Recondition	-	663,000	-	-	-	663,000	
Highway	2.6	County	100%	CTH N (City of Niagara to Florence Co. Line) - Recondition	-	507,000	-	-	-	507,000	
Highway	7.0	County	100%	CTH R (USH 141 to Mine Road) - Overlay	-	1,113,000	-	-	-	1,113,000	
Highway	11.5	County	100%	CTH W (STH "64" to UTH "141") - Recondition	-	2,243,000	-	-	-	2,243,000	
Highway	31.0			Equipment Purchases	-	610,000.00	-	-	-	610,000	
Highway	4.8	County	100%	CTH G (CTH W to East Spur Road) - Recondition	-	-	936,000	-	-	936,000	0
Highway	8.0	County	100%	CTH P (CTH S to USH "141") - Recondition	-	-	1,560,000	-	-	1,560,000	
Highway	4.6	County	100%	CTH S (CTH 64 to CTH P) - Recondition	-	-	897,000	-	-	897,000	
Highway	5.3	County	100%	CTH W (Osmanek Road to Parkway Rd.) - Recondition	-	-	1,034,000	-	-	1,034,000	
Highway	22.7			Equipment Purchases	-	-	430,000.00	-	-	430,000	
Highway	8.7	County	100%	CTH C (CTH "F" to CTH "A") - Recondition	-	-	-	1,697,000	-	1,697,000	0
Highway	5.4	County	100%	CTH H (USH 8 to Forest Co. Line) - Overlay	-	-	-	859,000	-	859,000	
Highway	5.3	County	100%	CTH P (USH "141" to CTH W) - Recondition	-	-	-	1,034,000	-	1,034,000	
Highway	7.0	County	100%	CTH W (Reif Road to STH "64") - Recondition	-	-	-	1,365,000	-	1,365,000	
Highway	26.4			Equipment Purchases	-	-	-	735,000.00	-	735,000	
Highway	1.0	County	100%	CTH "Y" (CTH "M" - South Co. Line) - Recondition	-	-	-	-	195,000	195,000	\$195,000.00 Cost/Mile Aver
Highway	2.8	County	100%	CTH "RW" (Peshigo Limits - STH "64") - Recondition	-	-	-	-	546,000	546,000	\$195,000.00 Cost/Mile Aver
Highway	10.5	County	100%	CTH "M" (USH "41" - STH "141") - Overlay	-	-	-	-	1,669,500	1,669,500	\$159,000.00 Cost/Mile Aver
Highway	6.9	County	100%	CTH "O" (USH "8" - CTH "OO") - Recondition	-	-	-	-	1,345,500	1,345,500	\$195,000.00 Cost/Mile Aver
Highway	21.2			Equipment Purchases	-	-	-	-	650,000.00	650,000	

Highway Total 4,907,000 6,404,000 4,427,000 5,590,000 4,211,000 15,738,000

HIGHWAY
2015 CAPITAL EQUIPMENT 5-YEAR OUTLOOK SUMMARY

2015

2 Tri-Axle Dump Trucks	\$350,000
1 One-ton Truck	\$ 50,000
2 4WD Pickup Trucks	\$ 50,000
1 Refurbish Sign Truck	\$ 50,000
1 Shouldering Machine (Used)	\$ 50,000
1 Mechanic Service Truck (Peshtigo)	<u>\$ 85,000</u>
	\$635,000

2016

2 Tri-Axle Dump Trucks	\$350,000
1 Mechanic Service Truck (Crivitz)	\$ 60,000
2 One-ton Trucks	\$100,000
1 Crack Filling Machine	<u>\$100,000</u>
	\$610,000

2017

2 Tri-Axle Dump Trucks	\$350,000
1 One-ton Truck	\$ 50,000
1 4WD Pickup Truck	<u>\$ 30,000</u>
	\$430,000

2018

1 Refurbish Crivitz Scale	\$ 35,000
1 Paint Truck	\$350,000
2 Tri-Axle Trucks	<u>\$350,000</u>
	\$735,000

2019

1 Grader	\$250,000
1 One-Ton Truck	\$ 50,000
2 Tri-Axle Trucks	<u>\$350,000</u>
	\$650,000