



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 06/07/2023

The following documents are included in the packet for the Highway Committee on 06/14/2023:

- 1) Agenda
- 2) Minutes of 05/10/23
- 3) Intergovernmental Agreement Between Green Lake County and the Village of Marquette for the Reconstruction of CTH H
- 4) Commissioner's Report



GREEN LAKE COUNTY HIGHWAY DEPARTMENT

Office: 920-294-4060
FAX: 920-294-4066

Highway Committee Meeting Notice

Date June 14, 2023, Time: 3:00 pm

Location: Green Lake County Government Center, County Board Room 571 County Rd A, Green Lake WI

AGENDA

Committee Members

Bill Boutwell
Chuck Buss
Dennis Mulder
Robert Schweder
Charlie Wielgosh

Becky Pence,
Secretary

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Approval of Minutes 05/10/23
5. Public Comment (3minute limit)
6. Intergovernmental Agreement Between Green Lake County and the Village of Marquette for the Reconstruction of CTH H
7. Ad hoc Highway Committee Update Regarding New Highway Facility
8. Financials
9. Commissioner's Report
10. Future Meeting Date
 - Regular Meeting 07/12/2023
11. Future Agenda items for action & discussion
12. Adjourn

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 223 152 487 615

Passcode: R7Ra3r

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Or call in (audio only)

[+1 920-250-7494,,58264023#](#) United States, Green Bay

Phone Conference ID: 582 640 23#

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Kindly arrange to be present, if unable to do so, please notify our office 920-294-4060. Sincerely, Becky Pence

HIGHWAY COMMITTEE MEETING
May 10, 2023

The meeting of the Highway Committee was called to order by Chair Dennis Mulder at 3:00 PM on Wednesday, May 10, 2023, in the County Board Room, Green Lake County Government Center, Green Lake, WI. The meeting was held both in person and via Microsoft Teams. The requirements of the open meeting law were certified as being met. The Pledge of Allegiance was recited.

Present: Dennis Mulder
Chuck Buss
Bill Boutwell
Bob Schweder

Absent: Charlie Wielgosh

Other County Employees Present: Derek Mashuda Highway Commissioner; Becky Pence Administrative Assistant; Cate Wylie County Administrator; Corporation Counsel Jeff Mann; Sheriff Mark Podoll

APPROVAL OF MINUTES 03/08/23 and 04/12/23

Motion/second (Buss/Boutwell) to approve the minutes of 03/08/23 and the Special Highway/Judicial Law minutes of 04/12/23. Motion carried with no negative vote.

PUBLIC COMMENT – None

Discussion on Automatic License Plate Reading Cameras in the County Right of Way

Sherriff Podoll explained the use of the cameras would be for helping apprehend wanted or suspected persons using license plate recognition software on a statewide network database. The company Flock Safety has been contracted by the sheriff's department to install the cameras on breakaway poles along the county roadways in specific locations. Podoll explained that once the camera systems are up and installed, they are the property of the sheriff's department, and the highway department has no financial obligation to them if they were to be damaged in any way.

Motion/second (Schweder/Buss) to support the use of the License Plate Reading Cameras in the County Road Right of Way. Motion Carried with no negative vote.

Discussion on New Hire for Additional Town of Mackford Plow Route

Commissioner Mashuda explained what is needed as a minimum for Highway to take on another winter maintenance route for the Town of Mackford, which includes guaranteed summer maintenance work to hire additional help. Administrator Wylie noted that a request for contingency funds would be needed as money is not currently budgeted for in 2023 but will be budgeted for in 2024.

Discussion on Future Highway Facility

Supervisor Mulder explained a new highway facility is definite need. An Ad Hoc Committee is needed to explore all the options regarding the facility and location. Administrator Wylie is in favor of a new facility and indicated now is the time to start the process.

Resolution To Authorize the Creation Of An Ad Hoc Committee To Explore The Creation Of A New Highway Department Facility

Motion/second (Schweder/Boutwell) to approve the Resolution to Authorize the Creation of an Ad Hoc Committee to Explore the Creation of a New Highway Department Facility and forward to County Board for approval. Motion Carried with no negative vote.

RAILROAD CONSORTIUM

The Railroad Consortium meeting was canceled for 5/10/23.

Financials

Committee Members reviewed the financials.

COMMISSIONER’S REPORT

Highway Commissioner Derek Mashuda provided an update on current and upcoming projects within the department.

COMMITTEE DISCUSSION

Future meeting date: Regular meeting – June @ 3:00 PM

Future agenda items:

ADJOURNMENT

Chair Mulder adjourned the meeting at 3:30 PM.

Submitted by,

Becky Pence
Highway Committee Secretary

DRAFT

INTERGOVERNMENTAL AGREEMENT
BETWEEN
GREEN LAKE COUNTY
AND
THE VILLAGE OF MARQUETTE
FOR THE RECONSTRUCTION OF CTH H

This Agreement is made by and between Green Lake County, with its principal place of business and county seat located at 571 County Road A, Green Lake, WI, hereinafter (“County”) and the Village of Marquette with its principal place of business located at 127 E 4th Street, Marquette, WI 53947, hereinafter (“Village”), both of which are municipal corporations in the State of Wisconsin.

RECITALS

WHEREAS, the County is planning for the reconstruction of CTH H in construction year 2025, of approximately 2.64 miles of rural cross section and urban cross section to current standards as part of Trans 205; and,

WHEREAS, the Project will include various road and infrastructure improvements that will be funded by the County and the Village; and,

WHEREAS, the improvements are in the public interest and further the public purpose of providing an efficient transportation network.

WHEREAS, the County and the Village agree to enter into this mutually beneficial agreement to construct and maintain improvements and other items current with and under the same contracts as the Project; and,

WHEREAS, Wisconsin law encourages and authorizes inter-governmental agreements. Sec. 66.0301, Wis. Stats.

Now, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Project and estimated costs.
 - a. The project consists of reconstruction of approximately 2.64 miles of CTH H from Puckaway Rd. to CTH KK/B in Green Lake County. Approximately 0.47 miles will be an urban cross section consisting of two (2) 11-foot lanes, one side of reject Type A & D curb, and the opposite side a 2 ft shoulder. The remaining 2.17 miles will consist of a rural cross

Intergovernmental Agreement
For the Reconstruction of CTH H

- section to current standards meeting Trans 205, two (2) 11-foot lanes with 2 ft shoulders on each lane.
- b. The County agrees to reconstruct the portion of CTH H through the Village of Marquette with the Village paying for the curb and gutter system to fix the drainage next to the roadway as to prevent damage to the new roadway surface and underlying subgrade.
 - c. The Village will pay the County Highway Department a one-time, lump sum of \$75,000 to cover the costs of a curb and gutter system to provide proper drainage, avoid making the ditches unmowable and maintain aesthetics throughout the Village.
 - d. The Village agrees to allow the County to fill excess material in the Village's road right-of-way as to prevent hauling costs to the County and to provide uniform, safe road slopes to the Village.
 - e. The County highway department will manage the project, bidding, and subcontractors, as well as preform all grading, base, and pavement work.
 - f. The county highway commissioner shall have the final say on all project related activities.
 - g. Project estimate attached.
2. Hold Harmless. The County and Village will each save and hold each other harmless from any and all liability, claims, damages and expenses that may result from either party's intentional or negligent wrongdoing during the construction of these improvements. Notwithstanding the foregoing, neither party waives Wis. Stat. 893.80 or any other liability limiting statute.
 3. Assignment. No party may assign its rights under this Agreement or any of its rights or duties without the written consent of the other party.
 4. Approval. Each party has read the Agreement and certifies that the official executing the Agreement has lawful authority and formal approval to bind that party.
 5. Binding Effect. This Agreement shall become effective on the latest date of execution. All terms of this Agreement shall be binding upon and inure to the benefits of the legal representative, successors and executors. No rights under this Agreement may be transferred to a third party. This Agreement creates no third-party enforcement rights.
 6. Entire Agreement. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this written Agreement shall be valid or binding.

Intergovernmental Agreement
For the Reconstruction of CTH H

7. Modification. This Agreement may not be enlarged, modified, or altered unless it is in writing and signed by each party after formal approval thereof.
8. Prohibition on Discrimination. All parties will specifically comply with all state, federal, and local laws prohibiting discrimination by reason of age, race, color, religion, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, and national origin.
9. Compliance. Each party shall abide in all respects with state, federal, and local laws, rules and regulations which concern the construction and improvement of roadways.
10. Intergovernmental Agreement. This Agreement is an official intergovernmental contract authorized under s. 66.0301, Wis. Stats.
11. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.
12. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
13. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
14. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or emailed to the heads of each government.
15. The Project is contingent on the Village and County's ability to fully fund their respective portion of the project. If the funds are not available to either party for the completion of the project, that party shall provide written notice to the other by the end of the calendar year 2024 resulting in contract/project termination.
16. If the Village withdraws from the Project, it will reimburse the County for any costs incurred on behalf of the Project.

Intergovernmental Agreement
For the Reconstruction of CTH H

BY: Green Lake County

BY: Village of Marquette

Derek Mashuda, Highway
Commissioner

Arthur Cybul, President

Date: _____

Date _____

Cate Wylie,
County Administrator

Date: _____

Controlling Item Cost Estimate for Roadway Project						
Project ID:		Road:	CTH H	Limits:		
Project Length (miles):	2.6	Road Width (ft):	22	Thickness(in.):	8	
Project Length (ft):	13728	Base agg. Thickness (in.):	4	Thickness (in.):	2	
asphalt(lbs/sy/in):	112	tack rate of app. (gals/SY)	0.06	Thickness (in):		
1 1/4" gravel (ton/cy):	2	3/4" gravel (ton/cy):	2.2	gravel (ton/cy):	1.8	
Truck (ton/load/hr)	18	*depending on where pit is located time will vary, used 1 loa				
ESTIMATE						
Item	Unit	Quantity	Unit Price	Cost	Remarks	
Earthwork						
Common Excavation	CY	8,000	\$6.89	\$55,120.00		
Marsh Ex	CY		\$8.05	\$0.00		
Select Borrow	CY		\$9.64	\$0.00		
Labor & Equipment	HR	650	\$105.00	\$68,250.00		
Pulverize						
Full Depth	SY	33,557	\$1.91	\$64,094.51		
Aggregate						
Crushed Agg. Base Course 1 -1/4"	ton	7,457	\$6.05	\$45,115.97		
Base Trucking	HR	375	\$120.00	\$45,000.00		
Recycled Asphalt	ton		\$14.10	\$0.00		
Crushed Agg. Shoulder 3/4"	ton	4,474	\$6.10	\$27,293.30		
Shouldering Trucking	HR	155	\$120.00	\$18,600.00		
Shoulder machine/labor&equipme	per hr.	15.0	\$270.00	\$4,050.00		
3"-6" Clear	ton	2,130.0	\$8.00	\$17,040.00	Under single slope sections "curb" 6"	
Breaker Run 3"	ton		\$5.95	\$0.00		
Breaker Run 6"	ton		\$7.30	\$0.00		
Screenings	ton		\$6.80	\$0.00		
Asphalt						
Asphaltic Pavement - Binder	ton	4,228	\$56.70	\$239,740.30	19mm E3	
Asphaltic Pavement - Binder Inter.	ton			\$0.00	19mm E3	
Asphaltic Pavement - Surface	ton	3,289	\$56.70	\$186,464.68	12.5mm E3	
Asphaltic Pavement - Surface Inter	ton			\$0.00	12.5mm E3	
tack coat	gal	2,013	\$3.20	\$6,443.01		
Trucking	HR	379	\$120.00	\$45,480.00		
Mobilization	each	1	\$2,000.00	\$2,000.00		
6" Head Curb X 36" Type D Reject	LF	2,500	\$30.00	\$75,000.00		
4" Concrete Sidewalk	SF		\$5.22			
Signing & Marking						
Permanent Signs-blk/wh culverts	each		\$17.00	\$0.00		
Locate No Passing Zone	MI		\$1,120.00	\$0.00		
Permanent Marking	Ln Ft.	41,184	\$0.50	\$20,592.00		
Traffic Control	lump sum	1	\$10,000.00	\$10,000.00		
Subtotal				\$930,283.76		
Add 15% for Contingency				\$139,542.56		
Grand Total				\$1,069,826.33		



GREEN LAKE COUNTY HIGHWAY COMMISSION

Derek Mashuda
Highway Commissioner

Office: 920-294-4060

Fax: 920-294-4066

Email: dmashuda@greenlakecountywi.gov

Commissioner's Report

June 14th, 2023

Previous month review

- Rubber Sealing
- Mastic
- Chip Seal
- Shoulders
- Patching
- Guardrail Installation
- CTH EF Slopes
- Shop Cleanup/Maintenance
- Mowing Facilities

Upcoming activities

- Village of Marquette
- Town of Marquette
- Town of Mackford
- Town of Seneca
- CTH EF Project
- CTH J Project
- Patching
- Ditch Mowing
- New Employees
- Summer Road School