



Administration Building

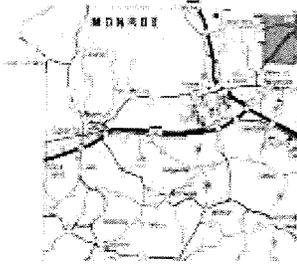
MONROE COUNTY HIGHWAY DEPARTMENT

JACK DITTMAR, P.E., Highway Commissioner

803 Washington Street, Sparta, WI 54656

Phone: (608) 269-8740 Fax: (608) 269-8831

e-mail: jack.dittmar@co.monroe.wi.us



NOTICE OF MEETING

COMMITTEE: Highway
TIME: 9:00 A.M.
PLACE: Highway Administration Building
803 Washington Street, Sparta, WI
DATE: Friday, March 18, 2016

SUBJECT MATTER TO BE CONSIDERED

[all items are subject to Discussion & (except public comment) Action]

1. Period of Public Comment
2. Last Meeting Minutes
3. Review Payroll
4. Review Vouchers & Credit Card Charges
5. Commissioner's Report (copy attached)
Projects, Equipment, Facilities, Budget, & Personnel
6. Proposed ATV/UTV Routes (continued) – Road Runners ATV/UTV Club of Monroe County –
Application Revisions Based on County Sheriff Concerns
7. County Board Resolution – Resolution Approving Wilton Water Main Easement (copy of
resolution & draft agreement attached)
8. Nominal Payment Parcel Report – WDOT Project I.D. 5119-00-02, CTH M Bridge Replacement
9. Nominal Payment Parcel Report – WDOT Project I.D. 5126-00-01, CTH N Bridge Replacement
10. Notice of Budgetary Adjustment – City of La Crosse old paver for \$18,500 (copy attached)
11. County Board Resolution – Designating the Week of April 11-15, 2016 as Work Zone Safety
Awareness Week in Monroe County
12. County Board Resolution – Amending Chapter 38 Article III Division 1 of the Monroe County
General Code of Ordinances – Temporary Speed Limits
13. Future Agenda Items

Date Notice Posted: March 14, 2016

PLEASE NOTE: A quorum of the Monroe County Board or other committees may be present at this meeting. No business of the County Board or other committees will be conducted at this meeting, only the business noted above.

February 19, 2016 meeting of the Monroe County Highway Committee

Meeting called to order at 9:00 a.m., by Chairman James Schroeder.

Members present: James Schroeder, David Pierce, Gail Chapman and Nodji VanWychen.

Members absent: Wade Blackdeer

Others present: Highway Commissioner – Jack Dittmar, County Administrator – Catherine Schmit (Items V. thru IX. only), Office Manager – Becky Pitel, Town of Tomah Chairman – Howard Hanson (Items I. thru VII. only), Town of Greenfield Supervisor – Scott Berg (Items I. thru IV. & VI. only), Universal Truck Equipment Owner – Donnie Bjorge (Item VIII. only), Monroe Truck Equipment Sales Manager – Wade Neville (Items I. thru VI. & VIII. only), Highway Shop Superintendent – Bill Pieper (Item VIII. only), and all remaining for Item VII. only: [Road Runners ATV/UTV Club of Monroe County President – Judy Ziebell, Road Runner Vice President & County Employee – Mike Pierce, Joint County ATV Council President - Roger Bean, Bear Bluff ATV Club President - Gary Everts, Kendall Mustang Riders Inc. Members – Ron Leis & Buck Switz, Monroe County Residents – Dale Haney & Neil Friske, Town of Grant Supervisor – Al Roof, Village of Norwalk President – Mary Beth Hanson, and Monroe County Sheriff – Scott Perkins],

- I. Period of Public Comment – None at this time.
- II. Motion to approve the minutes of the January 15, 2016 regular meeting made by Gail Chapman, seconded by David Pierce. All ayes, motion carried.

III. Payroll presented as follows:

Check Date: 1/21/2016

• Field Personnel	\$78,615.34
• Administration	<u>\$12,593.81</u>
• Total	\$91,209.15

Check Date: 2/4/2016

• Field Personnel	\$68,750.70
• Administration	<u>\$12,035.21</u>
• Total	\$80,785.91

Check Date: 2/18/2016

• Field Personnel	\$80,171.02 (\$1,605.80 Sick Leave Payout)
• Administration	<u>\$14,623.05</u> (\$2,175.20 Sick Leave Payout)
Total	\$94,794.07

IV. Vouchers presented as follows:

• Early Pay	\$361,437.53
• Credit Cards	\$ 2,870.41
• Month Vouchers	<u>\$ 49,880.74</u>
	\$414,188.68

*** Agenda rearranged to accommodate guests (Items VI., VII. & VIII. addressed first) ***

VI. **Bid Opening – Municipality bids to purchase Motorgrader #102**

Highway Commissioner Jack Dittmar wanted to mention to the Committee prior to opening the sealed bids for motorgrader #102, that there has been some newly developed mechanical issues. When we moved the grader out of our shed, we discovered a coolant leak. Our mechanics located a broken head bolt and we just installed a new bolt. We didn't take the head off and at this time, we didn't see coolant in the oil. There is also an oil leak in the rear of the engine. Jack stated that all municipalities who expressed interest in this unit were contacted prior to them submitting a sealed bid and they were informed of the recent mechanical issues. Chairman Jim Schroeder opened the one sealed bid for motorgrader #102 which is from the Town of Greenfield for \$26,001. Town of Greenfield Supervisor Scott Berg stated that the town board still felt this was a good deal even with the present mechanical issues and they have estimates to fix the issues. Fabick bid \$23,000 for unit #102 as a trade towards purchase of our new motorgrader. **Motion made by Nodji VanWychen to accept the bid from the Town of Greenfield for \$26,001 for unit #102, seconded by David Pierce. All ayes, motion carried.**

VII. Proposed ATV/UTV Routes (cont.) – Road Runners ATV/UTV Club of Monroe County

Commissioner Jack Dittmar stated that after last month's Committee meeting, to solicit input per the Committee's approval policy, he sent out a letter to all affected municipalities with the color coded county map that was reviewed last month and copies of the specific ATV route applications. Jack also sent a memo to the County Sheriff and County Public Safety Committee with a map and copies of all applications and the Committee's ATV route establishment policy. Chairman Jim Schroeder recognized County Sheriff Scott Perkins and the Sheriff reviewed each application summarized as follows (application # is from the 2016 Summary of Monroe County Connector Requests sheet provided by the Road Runners),:

- Perkins stated that he is okay with requests #2 thru #12.
- #1 CTH E from Charcoal Ave to USH 12 he still has concerns about due to the narrow width & blind curves and that this segment is part of the longer section that was denied last year.
- He has a lot of concerns with #13 CTH T from STH 131 to STH 71. Road Runner Vice President Mike Pierce inquired if he would consider CTH T if he broke up the route request.
- Sheriff Perkins stated that he still has concerns with CTH F from Sheldon Town line to CTH T (#14) as there is a lot of farm traffic and Amish on this county highway and this is too long of a stretch.
- #16 CTH N from CTH W to CTH A & #17 CTH W from STH 71 to CTH A is a definite "no" due to the terrain and especially when there is an alternate route of Knollwood Road.
- #19 CTH P from CTH W to East County Line & #20 CTH V from Midway Avenue to STH 71, he is okay with as you can see for a long distance on these stretches
- #21 CTH P from CTH V to STH 71 he is okay with this area as the highway has been redone and no real blind areas.
- #22 CTH W from South County Line to STH 71 again is a "no", too many blind corners. There is also an alternate route. If the route is chopped up he may change his mind.
- #23 thru #25 & #27, #28 & #30 he is ok with.
- #26 STH 173 from CTH G to Downy Road – Perkins addressed that this is about a 300' segment that crosses the railroad tracks in Valley Junction and he feels that the state would have to approve the request. Joint County ATV Council President Roger Bean stated that he was incorrect, that only the county and the township needs to approve this route. Highway Commissioner Jack Dittmar feels that the state would need to review this request. Bean still stating "no". The Highway Committee stated that they would like this looked into further before they can make a decision.
- #29 CTH U from Ridgeville West town Line to CTH A (through Norwalk) – he is okay with, but would like to see the request chopped up.

Chairman Jim Schroeder feels that the Committee will honor the Sheriff's requests and they would like these concerns addressed before it is brought back to the Committee again. Town of Grant Supervisor Al Roof stated that the Township is still against request #1. Roof also stated that the Township has a signed statement on record opposing this route and has sent this to the Commissioner. Mike Pierce stated that the Road Runners didn't include the hill this year. Pierce inquired to Mr. Roof if they could change this to the first township road off of USH 12. Pierce expressed that there are people in that subdivision in the Town of Lincoln that need to get out. Chairman Jim Schroeder suggested that the ATV Club work this out with the town board before they bring this back. Schroeder stated that he would like the full Grant town board to look at this route. Supervisor Al Roof stated that "this is not how the route was presented to the board". Village of Norwalk President Mary Beth Hanson stated that the Village Board has questions about the CTH T and CTH U routes that run through the Village as no one from the ATV Club has come to speak with them at a meeting. Mike Pierce, stated that was correct, at this time, the Club has only spoken to the townships. Dittmar expressed that the only approvals he received were from the Village of Kendall and the Towns of Oakdale, Wellington, Ridgeville & Glendale. Town of Tomah Chairman Howard Hanson stated that their town board has concerns with request #12, CTH M from Glider Ave to Gladeview Ave. Mr. Hanson stated that the intersection of CTH CM & CTH M is a very bad intersection. Chairman Jim Schroeder stated that this would be reviewed again at next month's meeting as long as the Club had the changes addressed and back in a timely enough manner for review.

VIII. Bid Opening – 2016 Patrol Truck Accessories

Chairman Jim Schroeder opened the 2 accessory bids submitted for each of the new patrol trucks (a tri-axle and a single axle). The results are as follows:

February 19, 2016 meeting of the Monroe County Highway Committee

MONROE COUNTY HIGHWAY DEPARTMENT BID TABULATION		
2016 Tri Axle Patrol Truck Accessories (State)		
Bids Opened - Friday, February 19, 2016		
Vendor	Monroe Truck Equipment	Universal Truck Equipment
Make of Accessories	Monroe: 14' RDS Body, Plow, Wing & Rear Y-Chute Material Spreading Assy, Force America Controls	Henderson: 14'/ 15' MUNI-body II Box & Rear Y-Chute Material Spreading Assy, Universal: Plow & Wing, Force America Controls
Base Bid	\$95,939.50	\$102,588.00
Basic Warranty	1 year parts and labor, included during warranty	1 year parts and labor, included during warranty
Delivery Date	150 - if ordered by Mar. 1st	100 -150 days after receiving truck
Items NOT meeting specifications (bid/spec)	None	Spec: 6.0 cu in. hydraulic pump, Bid: 5.98 cu in. pump, add: \$150
OPTION: 1 Expressway full trip plow	Add: \$497	Add: \$2,696
OPTION: 2 Delete base bid plow	Less: \$6,408	Less: \$5,411
OPTION: 3 Purchase & install of AVL/GPS equipment	Add: \$1,682	Add: \$2,116
Total including OPTION: 2 & 3	\$91,213.50	\$99,293 + \$150 for pump = \$99,443

MONROE COUNTY HIGHWAY DEPARTMENT BID TABULATION		
2016 Single Axle Patrol Truck Accessories (State)		
Bids Opened - Friday, February 19, 2016		
Vendor	Monroe Truck Equipment	Universal Truck Equipment
Make of Accessories	Monroe: 10' RDS Body, Plow, Wing & Rear Y-Chute Material Spreading Assy, Force America Controls	Henderson: 11'/ 12' MUNI-body II Box & Rear Y-Chute Material Spreading Assy, Universal: Plow & Wing, Force America Controls
Base Bid	\$84,864.00	\$89,399.00
Basic Warranty	1 year parts and labor, included during warranty	1 year parts and labor, included during warranty
Delivery Date	150 - if ordered by Mar. 1st	100 -150 days after receiving truck
Items NOT meeting specifications (bid/spec)	None	Spec: 6.0 cu in. hydraulic pump, Bid: 5.98 cu in. pump, add: \$150
OPTION: 1 Expressway full trip plow	Add: \$497	Add: \$2,696
OPTION: 2 Delete base bid plow	Less: \$6,408	Less: \$5,411
OPTION: 3 Purchase & install of AVL/GPS equipment	Add: \$1,682	Add: \$2,116
OPTION: 4 Transfer 2004 existing RDS body to new chassis w/ tailgate spreader repairs	Less: \$21,735	Less: \$10,200
Total including OPTION: 2,3,4	\$58,403.00	\$75,904 + \$150 for pump = \$76,054

February 19, 2016 meeting of the Monroe County Highway Committee

Highway Commissioner Jack Dittmar stated that he would be reviewing the bids next week with Department Supervisors and awarding bids after their meeting.

V. Commissioner's Report (copy attached)

• **Projects:**

- County crews: completed year-end inventory, finished hauling raw sand from US Silica in Sparta and patched pavement.
- State crews: repaired guardrail & fencing, performed sign repair, and brined highways prior to winter weather.
- State & county crews: cut trees & brush, completed National Incident Management System training & testing, and performed significant winter maintenance including winging back drifts with graders.
- Jack attended the Towns Association Monroe County unit meeting last night in Tomah and will be one of the transportation infrastructure challenges & future solutions breakout session panel members at next week's County Economic Development Conference.
- While delivering sand mix one of our dump trucks damaged the new Town of Greenfield salt & sand storage building.
- The CTH ET bridge over I-94 just east of the City of Tomah suffered serious structural damage from a collision with a Modern Disposal roll off truck on Friday morning February 5th. The bridge was closed shortly after and will remain closed to traffic until repairs can be completed. The WDOT owns this bridge and is responsible for the repairs which are currently estimated to be completed by October.

**The I-94 east bound reconstruction project will start next Monday and the contractor, Hoffman Construction, intends to have construction completed by Memorial Day this year. The WDOT contract specified a fall 2016 construction completion, so this is great news for the Tomah area (especially Cranfest).

**New federal Fish & Wildlife Service northern long-eared bat regulations are affecting tree cutting for federal aid and state projects. Tree cutting on these projects need to be completed by the end of March.

**Our spring weight limit early news release was sent out this Tuesday.

**An overweight permit was issued to Smart Sand to haul full loads on CTH PP from USH 12 to Grosbeak Ave. As security Smart Sand gave us a \$50,000 retainer to use if they damage the highway. Jack e-mailed the Village of Oakdale to let them know about the overweight permit and the Village Clerk shot back a negatively toned e-mail questioning this. Jack responded with a lengthy e-mail explaining that this is consistent with how we have treated other county businesses who want to regularly haul overweight during spring weight restrictions as well as how we have revised CTH PP spring postings in order to help Village of Oakdale businesses.

• **Equipment & Facilities:**

- Fabick was awarded the bid for a Cat motorgrader being the lowest bid meeting specifications.

**Our Miller Bradford Sales Representative was in last week and said they just sold the City of La Crosse a new paver and have the City's old 1988 Blaw-Knox paver with 1400 hours for sale at \$18,500. Jack explained that this paver is 5 years newer than our paver and in much better shape with extremely low hours. Our Patrol Superintendent, Foreman, and Mechanic went to La Crosse and reviewed their old paver and they all feel that this would be a once in a blue moon opportunity to significantly upgrade our paver at an extremely low cost. Jack stated that he will be bringing a budget adjustment to next month's meeting for the purchase of this unit.

**One of Juneau County's plow trucks was totaled in a semi-truck accident on I-94. They don't have a spare truck so we are renting them our spare interstate plow truck for the rest of winter. So if anyone hears of a green Monroe County truck in Juneau County over the next few months, it isn't one of our employees who is lost or something odd going on.

- **Budget:** Nothing to report.

• **Personnel:**

- A new Public Works Laborer to work mainly at County Maintenance started this Monday.

February 19, 2016 meeting of the Monroe County Highway Committee

- The last day for a Public Works Laborer with less than one year of employment is today. The Personnel Director is working on hiring one of the applicants who was evaluated & interviewed last June.

**2015 total overtime hours were really closed to the previous 4 year average at 4,642.5 hours.

**2015 sick leave payouts were included on this last payroll check. Our employees are doing a great job with sick leave use and the department has an above average number of payouts this year with 13 non-management employees eligible for a payout.

**2015 field employee performance evaluations are completed. Supervisor evaluations will be completed within the next few weeks with Department Head evaluations in March. Performance pay raises usually start in early April.

**** = added to report during meeting**

IX. Future Agenda Items

Third review of 2016 ATV route requests, budget adjustment for the purchase of a used paver from Miller Bradford and strategic planning of future county highway maintenance.

X. 11:00 a.m. to 1:00 p.m. Highway Tour: Southeast corner of county

The Committee and Commissioner left for a highway tour at 11:35 a.m. of the following highways with the primary focus to review proposed ATV routes which the County Sheriff had concerns:

- ✓ CTH T (STH 71 to STH 131) – A proposed ATV route on probably our highest traveled highway in the southern end of the county. The County Sheriff had concerns due to the long length and high percentage of young drivers that use this highway traveling to and from Brookwood high school.
- ✓ CTH Z (STH 131 to CTH P west junction) – An existing ATV route, The segment from STH 131 to Minnow Ave was sealcoated last summer and is in great shape. The bridge near Millet Road which is scheduled to be replaced next summer was reviewed. The PIM for this bridge was held at last month's Committee meeting.
- ✓ CTH P (CTH Z west junction to CTH V east junction) – Another existing ATV route on top of the ridge.
- ✓ CTH V (CTH P east junction to Ostrich Road) – Another existing ATV route on this hilly, but straight, highway.
- ✓ CTH W (Ottoman Ave to STH 71) – A proposed ATV route that the County Sheriff had concerns due to the long length and hilly highway with many blind corners. There are also alternate routes.
- ✓ CTH W (STH 71 to CTH N) – Another proposed ATV route that the County Sheriff had concerns. The bridge in Kendall was recently approved for replacement with federal funding. Replacement of this bridge isn't our #1 priority so it will be planned for a long way out (2020 or further).
- ✓ CTH N (CTH W to CTH A) – A proposed ATV route that the County Sheriff had concerns due to the terrain and the alternate route of Knollwood Road. The second bridge south of Lotus Ave which is scheduled to be replaced next summer was reviewed. The bridge at Kirkwood Ave and Knollwood Rd were also reviewed as they were both recently approved for replacement with federal funding. They are higher priorities and will probably be replaced in 2019 or 2020.
- ✓ CTH A (CTH N in Clifton to STH 16) – The majority of one of our longest highways with proposed ATV routes of: Clifton to CTH N (west junction), Island Rd to Jungle Rd, and CTH U to CTH T (west junction). The short segment from CTH AA to STH 16 was reviewed since it is one of this summer's reconditioning projects and is one of the two short segments remaining on the entire length of CTH A that hasn't been reconditioned over the past 20 years.

After returning from the highway tour, motion to adjourn at 1:45 p.m. by Gail Chapman, seconded by Dave Pierce. All ayes, motion carried.

County Highway Commissioner's Report for: March 18, 2016

Projects:

- County crews: resumed cutting trees on the CTH EW reconditioning project and posted spring weight restrictions.
- State crews: repaired guardrail & fencing, performed sign repair, brined highways prior to winter weather, started & finished cutting trees on this summer's WDOT STH 71 safety reconstruction project west of STH 27, and sealed bridge decks.
- State & county crews: cut miscellaneous trees & brush, performed winter maintenance, & patched numerous potholes.
- Jack spoke as a panel member during the transportation infrastructure challenges & future solutions breakout session at the County Economic Development Conference.
- The state Office of Commissioner of Railroads recently made two determinations to have the Union Pacific Railroad install automatic flashing lights with gates at the CTH N crossing north of Valley Junction and at the Excelsior Avenue crossing near the Holiday Lodge Golf course on the south side of the Village of Wyeville. Both installations are to be completed by December 31, 2017.
- The WDOT opened the CTH B pavement replacement project bids last week. Mathy Construction was the only bidder and their bid of \$1,021,672 was a few percent under the engineers estimate. This project running from the Sparta Middle school to about 2.8 miles north should be started after school ends in June.
- Spring weight restrictions were posted Monday February 29th.

Equipment & Facilities:

- Monroe Truck Equipment was awarded the accessories bid for both new patrol trucks as they submitted the lowest bids and both met specifications.
- Our last 2016 patrol truck cab & chassis was just delivered.

Budget: Nothing to report.

Personnel:

- A new Public Works Laborer starts next Monday.
- For the second consecutive month, the last day for a Public Works Laborer with less than one year of employment is today. We have exhausted our eligibility list of the applicants who were evaluated & interviewed last June. A new Public Works Laborer advertisement is out until April 8th.
- Due to employee requests, ten hour days have already been extended for another 4 weeks (the entire month of September) but with the hours of 6:30 am to 4:30 pm.

RESOLUTION NO. _____

RESOLUTION APPROVING WILTON WATER MAIN EASEMENT

WHEREAS, the Village of Wilton, in Monroe County, is seeking to improve its water distribution system for economic development in the village.

WHEREAS, the Village of Wilton is requesting an easement (proposed agreement attached) to place and maintain a new water main across the north edge of Monroe County real property known as the Monroe County Highway Department, Wilton shop.

WHEREAS, this development will have a positive economic impact within Monroe County.

WHEREAS, the easement will not unreasonably interfere with the County's use of its property.

THEREFORE, BE IT RESOLVED that the Monroe County Board of Supervisors authorizes the County Clerk to execute a water main easement agreement in substantial conformity with the proposed easement.

Dated this 23rd day of March, 2016.

Recommended by the Highway Committee

By vote of: _____ yes; _____ no.

Purpose: To authorize the County Clerk to execute an easement for placement and maintenance of a water main on the Highway Shop property in Wilton.

Fiscal Note: Costs shall be borne by the Village.

Drafted and approved as to form
by Corporation Counsel: _____

WATER MAIN EASEMENT AGREEMENT

Document Number

Document Title

THIS WATER MAIN EASEMENT AGREEMENT (Agreement) by and between **MONROE COUNTY**, a Municipal Corporation, party of the first part, hereinafter "**OWNER**" and **VILLAGE OF WILTON**, party of the second part, hereinafter "**VILLAGE**".

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RECITALS

A. The **OWNER** is the fee holder of certain real property in the Village of Wilton, Monroe County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit "A" (**Easement Area**).

B. **VILLAGE** has requested that the **OWNER** grant a permanent water main easement (the **Easement**) and temporary construction easement (the **Temporary Construction Easement**) over the **Easement Area** for purposes of construction and maintenance of a water main.

Recording Area

Name and Return Address

Attorney Robert J. Mubarak
Mubarak, Radcliffe & Berry, S.C.
917 Superior Avenue
Tomah, Wisconsin 54660-0110

Parcel Identification Number (PIN)

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** The **OWNER** grants to the **VILLAGE**, and its successors and assigns, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and/or remove a water main and other related appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the **Easement Area**. All improvements shall be located below grade. The **Easement Area** shall be thirty (30') feet in width as described below and as depicted on the attached two page Exhibit "A".

2. **Temporary Construction Easement.** During any required period of construction or installation of improvements within the **Easement Area**, the **VILLAGE** shall have a Temporary Construction Easement over those portions of the property located within the **Easement Area** for the purpose of transporting equipment and materials in connection with the construction or installation of the main within the **Easement Area**. The Temporary Construction Easement shall expire on the completion of installation or construction.

3. **Indemnification.** The **VILLAGE** shall indemnify the **OWNER** from and against all loss, costs, injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the **VILLAGE's** activities conducted on the **Easement Area**, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the **OWNER** or its agents or employees.

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4. **Consistent Uses Allowed.** The OWNER reserves the right to use the Easement Area and the Temporary Construction Easement for purposes that will not interfere with the VILLAGE's full enjoyment of the Easement rights granted in this Agreement.

5. **Restoration of Surface.** The VILLAGE shall restore the surface disturbed by any construction or maintenance to its condition before the disturbance.

6. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by the OWNER and the VILLAGE and their respective successors and assigns. The party named as OWNER in this Agreement and any successor or assign to the OWNER as fee simple owners of the Easement Area shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Easement Area.

7. **Non-Use.** Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

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

9. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Monroe County, Wisconsin.

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

11. **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.

12. **Waiver.** No delay or omission by any party in exercising any right or power 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.

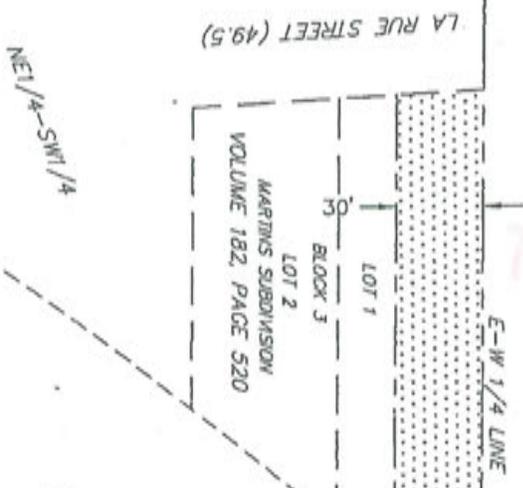
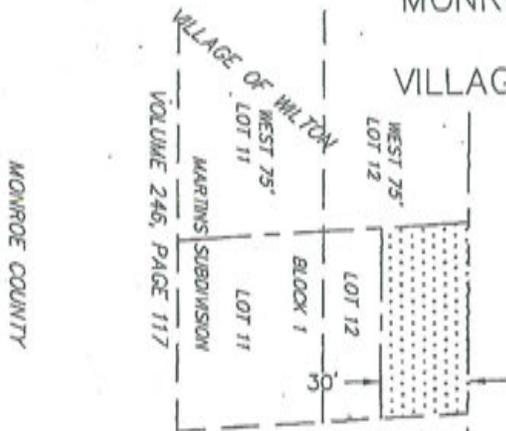
13. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is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

THIS DOCUMENT DRAFTED BY:
Attorney Robert J. Mubarak
MUBARAK, RADCLIFFE & BERRY, S.C.
917 Superior Avenue
Post Office Box 110
Tomah, Wisconsin 54660-0110
Telephone: 608-372-2014
Facsimile: 608-372-2447
rjm@tomahlaw.com

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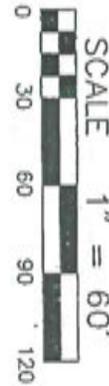
PERMANENT 30' WIDE WATERMAIN EASEMENT SKETCH

MONROE COUNTY
TO
VILLAGE OF WILTON



ELROY - SPARTA BICYCLE TRAIL

DRAFT



LEGEND

PERMANENT 30' WIDE UTILITY EASEMENT

THIS INSTRUMENT DRAFTED BY W. BILAWA

SHEET 1 OF 2

vierbicher | 

planners | engineers | advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN
124 West Blackhawk Avenue Prairie du Chien, Wisconsin 53921
Phone: (608) 326-1051 Fax: (608) 326-1052

Monroe County to the Village of Wilton 30 Foot Wide Permanent Watermain Easement

Located in the Northeast Quarter of the Southwest Quarter of Section 32, T16N, R1W, Village of Wilton, Monroe County, Wisconsin, also being part of Lot 12, Block 1, and Lot 1, Block 3, Martins Addition, bound by the following described line:

The North 30 feet of Lot 1, Block 3, Martins Addition, as described in Volume 182, Page 520, and the North 30 feet of Lot 12, Block 1, Martins Addition except the west 75 feet of said Lot 12, as described in Volume 246, Page 117, recorded in the Monroe County Register of Deed Office,

Said 30 Foot Wide Permanent Watermain Easement being 0.14 Acres, more or less.

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MONROE COUNTY

Notice of Budgetary Adjustment

Unanticipated Revenue or Expense Increase or Decrease Not Budgeted

Date: March 7, 2016
 Department: Highway
 Amount: \$18,500.00
 Budget Year Amended: 2016

Source of Increase / Decrease and affect on Program:
 (If needed attached separate brief explanation.)

2015 year-end unreserved cash balance was approximately \$200k with well over 4 times this amount accumulated from unspent machinery earnings over approximately the past decade.

We have an extremely rare opportunity to drastically upgrade our asphalt paver for only \$18,500.

We also can't justify a new paver at almost \$500k or even a less than decade old paver at over \$200k.

Revenue Budget Lines Amended:

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
73330319 493000	Fund Balance Applied	\$ 750,000.00	\$ 18,500.00	\$ 768,500.00
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ 18,500.00	

Expenditure Budget Lines Amended:

Account #	Account Name	Current Budget	Budget Adjustment	Final Budget
73310281 581000	Capital Equipment - Highway	\$ 1,000,000.00	\$ 18,500.00	\$ 1,018,500.00
				\$ -
				\$ -
				\$ -
				\$ -
Total Adjustment			\$ 18,500.00	

Department Head Approval:

Date Approved by Committee of Jurisdiction: _____ 18-Mar-16

Following this approval please forward to the County Clerk's Office.

Date Approved by Finance Committee: _____ 16-Mar-16

Date Approved by County Board: _____ 23-Mar-16

Per WI Stats 65.90(5)(a) must be authorized by a vote of two-thirds of the entire membership of the governing body.

Date of publication of Class 1 notice of budget amendment: _____