

RESOLUTION NO. 16-1D-463

AGENDA NO. 12.D.2.(1)

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY

Public Works Committee
SUBMITTED BY



Nick Osborne
DRAFTED BY

January 19, 2016
DATE DRAFTED

**APPROVING AGREEMENT FOR THE MAINTENANCE OF THE NEWVILLE
PARK-AND-RIDE LOT BETWEEN ROCK COUNTY AND THE CITY OF
EDGERTON AND THE TOWNS OF FULTON & MILTON**

1 WHEREAS, the Wisconsin Department of Transportation (DOT) wishes to construct a park-and-ride in
2 2016, that will become operational in 2017, near the intersection of State Highway 59 and North Richardson
3 Springs Road, on the south east side of the interchange of Interstate 39/90 and State Highway 59; and,
4

5 WHEREAS, it was determined that many Rock County residents and local businesses would benefit from
6 the Newville Park-and-Ride; and,
7

8 WHEREAS, the DOT made construction of the park-and-ride contingent on local governments providing
9 on-site maintenance; and,
10

11 WHEREAS, the City of Edgerton and the Towns of Fulton and Milton approved the maintenance
12 agreement in which Rock County covers 50% of the cost and the City and Towns cover 50%; and,
13

14 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled
15 this 28th day of January, 2016 does hereby authorize an agreement for the maintenance of the
16 Newville Park-and Ride with the City of Edgerton and the Towns of Fulton and Milton.

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni
J. Russell Podzilni, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

absent
Eva Arnold

Henry Brill
Henry Brill

Betty Jo Bussie
Betty Jo Bussie

Mary Mawhinney
Mary Mawhinney

Louis Peer
Louis Peer

Alan Sweeney
Alan Sweeney

Terry Thomas
Terry Thomas

PUBLIC WORKS COMMITTEE

Betty Jo Bussie
Betty Jo Bussie, Chair

Absent
Brent Fox, Vice Chair

Eva Arnold
Eva Arnold

Brenton Driscoll
Brenton Driscoll

Absent
Rick Richard

APPROVING AGREEMENT FOR THE MAINTENANCE OF THE NEWVILLE PARK-AND-RIDE
LOT BETWEEN ROCK COUNTY AND THE CITY OF EDGERTON AND THE TOWNS OF
FULTON & MILTON

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FISCAL NOTE:

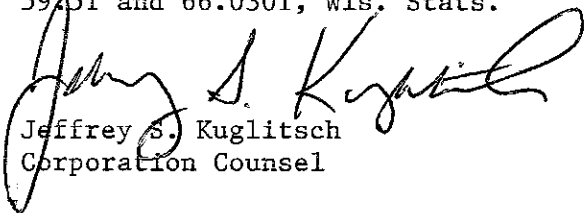
This resolution authorizes an agreement with the City of Edgerton and Towns of Fulton and Milton for the maintenance of a future Newville Park-and-Ride. The estimated cost to the County is \$7,500 annually. These costs will need to be included in future budgets.



Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 66.0301, Wis. Stats.



Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

EXECUTIVE SUMMARY

In 2015, the Wisconsin Department of Transportation (DOT) approached Rock County about the possibility of constructing a park-and-ride in Newville as part of the Interstate 39/90 expansion project, contingent on local government(s) providing on-site maintenance. Due to delays in the I-39/90 project, construction is slated for 2016, and it is anticipated that the park-and-ride will open in 2017. Rock County approached the City of Edgerton and the Towns of Fulton and Milton about sharing the maintenance cost with the County.

Rock County has estimated major anticipated maintenance costs: snowplowing (\$10,000), sweeping (\$1,925), garbage collection (\$1,925), electricity for light poles (\$650), and light bulb replacement (\$500). Rock County agrees to cover 50% of the aforementioned cost, and the City and Towns agree to cover the remaining 50%. The City and Towns may reduce their share by providing any of the outlined services on an in-kind basis. Rock County will determine the annual cost by using a rolling average of expenses (up to 5 years), and will act as the administrative agency for processing vendor bills and invoicing the City and Towns for their share of the cost. It is agreed that other unforeseen costs will be discussed among the maintenance agreement partners.

The City of Edgerton and the Towns of Fulton and Milton have passed the maintenance agreement without amendments.

The DOT will pay to reconstruct the park-and-ride lot when it reaches the end of its useful life.

**AGREEMENT FOR THE MAINTENANCE OF
THE NEWVILLE PARK-AND-RIDE LOT
BETWEEN
ROCK COUNTY
AND THE CITY OF EDGERTON AND THE
TOWNS OF FULTON & MILTON**

This agreement for Maintenance of the Newville Park-and-ride Lot between Rock County and the City of Edgerton and Towns of Fulton and Milton (the Agreement) is made and entered into this ____ day of _____, 2015, by and between Rock County, hereinafter called "Rock County", and the City of Edgerton and Towns of Fulton and Milton, hereinafter called the "City" & "Towns" and collectively "the Parties". This Agreement shall be effective upon last signature below.

WITNESSETH:

WHEREAS, the State of Wisconsin, hereinafter called "the State" owns real estate and is proposing to construct a park-and-ride lot, hereinafter called the "Lot" within Rock County, being specifically located at the intersection of STH 59 and N Richardson Springs Road, on the south east side of the interchange of I-39/90 and STH 59 and

WHEREAS, the State is requesting the assistance of Rock County and the municipalities nearest the Lot in maintaining the Lot; and

WHEREAS, State Statute 66.0301, allows municipalities, including the State and Rock County and the City and Towns to contract with one another for the receipt or furnishing of services or joint exercise of any power or duty required or authorized by law.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. **Lot Construction.** The Parties understand that the State shall construct, at its own expense, the travel and parking surface of the Lot and the access roads to the Lot. The State shall also in its sole discretion and at its expense, install lot appurtenances it deems necessary for operation of the Lot including but not necessarily limited to landscaping, sidewalk, bike rack, directional signage to the Lot, paint lines for parking stalls, and trash receptacles. All materials provided for Lot construction and appurtenances shall remain the property of the State. The State anticipates Lot construction in 2016.
2. **Additional Signs and Landscaping.** Under the terms of the Agreement between the State and Rock County, Rock County, the City, and Towns may provide, at their own expense, upon written approval of the State, additional signage and landscaping. However, in no event may Rock County and the City or Towns place any item or sign which is in violation of any state or federal prohibition.

3. **Lighting.** The State shall provide, at its own expense, a lighting system for the Lot. The Parties shall provide all electricity necessary to operate said lighting system as described below. An estimate of the on-going electricity expense is included in Appendix A.
4. **Annual Lot Maintenance.** The Parties agree to provide the following lot maintenance: remove snow and ice from the parking and travel surfaces during the winter months, provide electricity to operate the lighting system and replace any burnt out bulbs, sweep debris from lot surfaces on a periodic basis, provide for the proper removal and disposal of trash from the properties and from the trash receptacles, and any other reasonable maintenance deemed necessary by the Parties to keep the Lot in safe and good order. The Parties understand that the City and Towns may not be required to directly provide or perform any Lot maintenance but shall reimburse their share of the costs outlined in Appendix A. If the City or the Towns perform any of the identified services in Appendix A, they will receive a credit against their overall share of the operational budget.
5. **As Needed Lot Maintenance and Repairs.** The Parties agree to discuss in good faith how to fund as needed maintenance and repairs. These services include, but are not limited to, graffiti removal, repair of sign posts and signs, periodically repainting parking lot lines, hauling abandoned vehicles from the site, and repair or replacement of any damaged or defective electrical poles and appurtenances.
6. **Unforeseen Lot Maintenance.** Under the terms of the Agreement between the State and Rock County the State and Rock County agree to meet and determine a mutually acceptable solution for maintenance duties and costs not covered under this agreement. The County agrees to provide notice to the other municipalities of any such meeting and shall solicit opinions from the municipalities regarding any maintenance not covered under the Agreement between the State and Rock County if the County intends to request a cost sharing from the other municipalities. The Parties understand that the State shall be responsible for all costs associated with the collection and removal of hazardous material which would include any potential hazardous material disposal and cleanup costs.
7. **Lot Rehabilitation.** The Parties understand that the State shall, at its expense, perform resurfacing or replacement of the travel and parking surface of the Lot as it deems necessary in its sole discretion and that the County, the City, and the Towns will not be liable for any associated costs. Also, replacement of any items owned by the State shall be the responsibility of the State, at its own expense. Rock County, the City and Towns shall provide, at their own expense, replacements for any signage and landscaping, except sponsored ones, within the boundaries of the Lot including state provided signage and landscaping.
8. **Removal of Equipment.** Rock County shall obtain permission from State to store items or equipment on or at the Lot. Upon termination of this maintenance agreement any items or equipment stored on or at the Lot by Rock County shall be removed by Rock County.
9. **Enforcement.** Rock County and the Town of Fulton shall be responsible for the promulgation and enforcement of noise, parking, and loitering restrictions in the Lot related to the public's use. Rock County may pass such ordinances and resolutions, as it deems necessary to govern the restrictions in the Lot, and may use such methods as it deems appropriate to assure compliance with said ordinances and resolutions.

10. **Liability.** Rock County, the City and Towns shall separately assume liability for any and all claims for injury to persons or property on the Lot arising out of the acts of negligence of their own officers, agents, or employees. Any Party receiving a notice of claim regarding the Lot shall promptly provide a copy to each of the other Parties. No indemnity shall apply to or from either party to the other except as required under state law. Each party shall be responsible for property damage caused by it as to the other party's owned items.
11. **Term.** The term of this Maintenance Agreement shall be twenty (20) years from the Effective Date. This Agreement shall automatically be renewed under the same terms and conditions for additional one (1) year terms, unless any party shall give written notice of its intent to terminate to the other party at least ninety (90) days prior to expiration. Any party may provide notice of an intent to terminate early if such notice is provided in writing to the other Parties by no later than August 15th in any year. Said early termination shall be effective December 31st of that year.
12. **Sponsorships.** Under the terms of the Agreement between the State and Rock County, should the State allow sponsorship of the Lot, any revenue received for said sponsorship shall be paid to Rock County, who shall promptly report the receipt of same to the other Parties. This revenue shall be applied to offsetting the annual cost of repair and maintenance of the Lot by Rock County, the City and the Towns.
13. **Cost Sharing of Repair & Maintenance Costs.** Rock County, the City and Towns agree to formulate and fund an annual repair and maintenance budget for the Lot. Rock County agrees to be responsible for fifty percent (50%) of the annual costs. The City and Towns agree to be responsible for the remaining fifty percent (50%) of the annual costs in equal shares. Any of the parties to this agreement may provide goods or services in-kind to reduce their respective cost. Rock County will be the lead agency for assembling and paying these costs and shall bill the City and Towns for their respective shares of costs, after applying a credit for any in-kind goods or services. An operating cost breakdown is available in Appendix A. The City and the Towns shall notify the County of their intention to provide any of the noted in-kind services for a credit against their share by August 15th of each year. The County shall consult with the City and Towns to obtain costs estimates for all in-kind services and provide the City and the Towns an estimate of the overall annual cost for the following year by September 1st. In the second year, the County shall adjust the operational budget to reflect actual expense experience. In future years, the budget will be adjusted on a rolling average basis (up to five years). The City and the Towns shall include an invoice for in-kind services to serve as a reference for future budget changes and to enable a credit against their share of the operating cost.
13. **Emergency Management Staging:** Rock County, the City and the Towns are permitted to use the lot for emergency response staging within the limitations of the State agreement with Rock County.

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

WITNESS

ROCK COUNTY, WISCONSIN

County Board Chair

Rock County Clerk

WITNESS

CITY OF EDGERTON, WISCONSIN

Mayor

City Clerk

WITNESS

TOWN OF FULTON, WISCONSIN

Town Chair

Town Clerk

WITNESS

TOWN OF MILTON, WISCONSIN

Town Chair

Town Clerk

Appendix A (2016)

Annual Services included in Newville Park and Ride Lot Operational Budget

Snowplowing	\$10,000
Sweeping	\$1,925
Garbage Collection	\$1,925
Electricity	\$650
<u>Light Bulb Replacement</u>	<u>\$500</u>

Total	\$15,000
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County Share-	\$7,500
Municipal Share	$\$7,500/3 = \$2,500$

*Law Enforcement services provided by Rock County Sheriff's Office and the Fulton Police Department.

**Rock County Department of Public Works shall mow the grass and maintain drainage structures surrounding the Park and Ride.