

RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY

Public Works Committee
SUBMITTED BY



Nick Osborne
DRAFTED BY

February 4, 2016
DATE DRAFTED

**APPROVING AGREEMENT FOR THE MAINTENANCE OF THE NEWVILLE
PARK-AND-RIDE LOT BETWEEN ROCK COUNTY AND THE STATE OF
WISCONSIN**

- 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, Rock County has agreed to share the cost of the maintenance with the City of Edgerton and the
- 12 Towns of Fulton and Milton and that agreement was passed by the County Board on January 28, 2016 and,
- 13
- 14 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled
- 15 this 11th day of February, 2016 does hereby approve an agreement for the maintenance of the
- 16 Newville Park-and-Ride between Rock County and the State of Wisconsin.

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni
J. Russell Podzilni, Chair

Sandra Kraft
Sandra Kraft, Vice Chair

Eva Arnold
Eva Arnold

Henry Brill
Henry Brill

Betty Jo Bussie
Betty Jo Bussie

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Rick Richard
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16-2A-478

APPROVING AGREEMENT FOR THE MAINTENANCE OF THE NEWVILLE PARK-AND-RIDE
LOT BETWEEN ROCK COUNTY AND THE STATE OF WISCONSIN

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FISCAL NOTE:

This resolution authorizes an agreement with the State of Wisconsin for the construction of a park-and-ride in the Newville area. The State will construct the park-and-ride. The County, City of Edgerton and the Towns of Fulton and Milton will share the maintenance costs. 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:

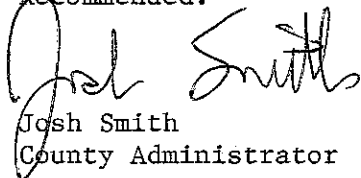
The County Board is authorized to take this action pursuant to §§ 59.01 & 59.51, Wis. Stats.



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. The DOT requires that Rock County pass a resolution approving the agreement. On January 28, 2016, the Rock County Board passed an agreement to further share the maintenance cost with the City of Edgerton and the Towns of Fulton and Milton.

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
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND ROCK COUNTY**

This agreement for Maintenance of the Newville Park-and-ride Lot between the Wisconsin Department of Transportation and Rock County (the Agreement) is made and entered into this ___ day of _____, 201_, by and between Rock County, hereinafter called "Rock County", and the State of Wisconsin, Department of Transportation, hereinafter called the "State". This Agreement shall be effective upon last signature below.

WITNESSETH:

WHEREAS, the State owns real estate and is proposing to construct a park-and-ride lot, hereinafter called the "Lot" within Rock County. *The Lot is 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.*

WHEREAS, State Statute 66.0301, allows municipalities, including Rock County and the State 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 State shall construct, at its own expense, the travel and parking surface of the Lot and the access roads to the Lot under the State Construction Project 1005-10-72. 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.** Rock County may provide, at its own expense, upon written approval of the State, additional signage and landscaping. In no event may Rock County 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. Rock County shall provide, at its own expense, all electricity necessary to operate said lighting system. Rock County shall be responsible for maintaining the lighting system including replacement of burnt out bulbs and repair or replacement of any damaged or defective poles and appurtenances and paying all electricity costs associated with the lighting.

4. **Lot Maintenance.** Rock County agrees to provide the following lot maintenance at its own expense: remove snow and ice from the parking and travel surfaces during the winter months, periodically repaint worn parking lot lines, periodically perform crack filling, repair sign posts and signs, sweep debris from lot surfaces on a periodic basis, mow any grass areas on a regular basis, maintain drainage structures, provide for the proper removal and disposal of trash from the properties and from the trash receptacles, remove graffiti, and haul abandoned vehicles from the sites and any other reasonable maintenance deemed necessary by the State to keep the Lot in safe and good order.
5. **Unforeseen Lot Maintenance.** 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 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.
6. **Lot Rehabilitation.** 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. Also, replacement of any items owned by the State shall be the responsibility of the State, at its own expense. Rock County shall provide, at its own expense, replacements for any signage and landscaping within the boundaries of the Lot including state provided signage and landscaping.
7. **Removal of Equipment.** County shall obtain permission from State to store items or equipment on or at the Lot for emergency response or other purposes. 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.
8. **Enforcement.** Rock County 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 or the Town of Fulton may pass such ordinances, as they deem necessary to govern the restrictions in the Lot, and may use such methods as they deem appropriate to assure compliance with said ordinances. Any other restriction, including parking, shall require written concurrence from the State. State is not bound by such any ordinances.
9. **Liability.** Rock County and State shall assume liability for any and all claims for injury to persons or property arising out of the acts of negligence of their own officers, agents, or employees. 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.
10. **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 either party shall give written notice of its intent to terminate to the other party at least ninety (90) days prior to expiration.

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

J. Russell Podzilni, County Board Chair

Lisa Tolefson, Rock County Clerk

APPROVED PURSUANT TO SEC. 85.15 WIS. STATS.

Dave Vieth, Director, SW Region
Division of Transportation System Development
Wisconsin Department of Transportation

APPROVED AS TO FORM:

Jeffrey Kuglitsch, Rock County Corporation Counsel