

TRANSPORTATION & INFRASTRUCTURE COMMITTEE MEETING
Douglas County Board of Supervisors
November 3, 2021, 9:30 a.m., Board Room, Second Floor, Government Center
1316 North 14th Street, Superior, Wisconsin

Meeting called to order by Chair Baker.

ROLL CALL: Present – Nick Baker, Pat Ryan, Sam Pomush, Jim Borgeson, Scott Luostari. Others present – Juliana Polson, Jason Jackman, Craig Plummer, Alex Rowe (remote), Michael Lagerquist (remote), Mark Liebaert, Jonathon Brostowitz (remote), Shelley Nelson, Cheryl Westman, Committee Clerk.

APPROVAL OF MINUTES: Motion by Pomush, second Ryan, to approve the minutes from the September 2, 2021, meeting. Motion carried.

ACTION ITEMS/REFERRALS: Request to Allow Timber Removal on Property Adjacent to Highway Department Maintenance Facility and Refer to Land and Development Committee: Map of property reviewed – suggested timber sales revenue be used to improve property, i.e. purchase gravel.

ACTION (REFERRAL): Motion by Pomush, second Luostari, to approve timber removal on property adjacent to Highway Department, with timber sales revenue to be utilized for property's improvement, and refer to Land and Development Committee. Motion carried.

INFORMATIONAL/REPORTS:

Projects: Jackman reported paint work to be completed on CTH-G and repairs to start on CTH-D in 2022; all other scheduled projects were completed in 2021. FEMA to fund Nemadji Bridge approach improvements, waiting for next step.

Administrative: Jackman reported on funding amounts received from various sources to be used to pulverize and pave in the future; chainsaw training a couple weeks ago; hearing tests yesterday; down four maintenance workers – in process of hiring three, and recruiting for last one shortly.

Maintenance: Plummer reported brushing on CTH-FF, making treated sand, and other winter preparations in progress. Snow plow manual at the printers – to be distributed.

Equipment: Plummer reported all plow trucks are ready to go for winter operation; two new trucks ordered and hopefully arrive in December.

Budget: Polson reviewed the budget for the time period September 30, 2021.

ADJOURNMENT: Motion by Pomush, second Borgeson, to adjourn. Motion carried. Meeting adjourned at 10:07 a.m.

Submitted by,

Cheryl Westman, Committee Clerk

**Intergovernmental Agreement Between North West Wisconsin Counties For
Highway Department Mutual Aid**

This Intergovernmental Agreement Between North West Region Wisconsin Counties For Highway Department Mutual Aid ("Agreement") is effective on the date a North West Region Wisconsin ("NWR") county signs this Agreement and provides a copy to the other NWR Member Counties, and is being entered into by and between Douglas County, a body corporate, and other body corporate NWR counties (collectively the "Parties" or "Member Counties"), whose contact information is found below on the signatures pages of this Agreement.

WHEREAS, the Parties agree and acknowledge that emergencies, natural disasters and manmade catastrophes do not conform to designated jurisdiction boundaries, and can be more effectively handled by the agreed upon pooling of equipment, staff and/or services; and

WHEREAS, the Parties have determined that, because of geographical considerations, it is in the best interests of NWR counties by and through their Highway Departments and Highway Commissioners, to coordinate with each other for the provision of Mutual Aid; and

Whereas, Wisconsin Statutes Section 66.0301 authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as highway maintenance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Purpose

The Wisconsin DOT Highway Maintenance Manual States, "The goal of winter maintenance is to make roadways safe within the limitations of resources..." NWR Highway Commissioners have discussed how to best ensure the continuity of plow services in NCR if a significant percentage of a Member County's plow drivers are sick, quarantined, and/or otherwise unavailable. This Agreement applies to any sort of weather disaster, pandemic, event or other regional or county-level event that would significantly impact a Member County's equipment and staff levels.

NWR Highway Departments are committed to making state and county highway systems as safe as possible within the limitations of resources during winter events. Therefore, the Member Counties agree to pledge Mutual Aid to each other pursuant to this Agreement. Every event will pose different challenges, but the commitment to respond to the extent reasonably practicable to each other's needs is the foundation of this Agreement.

It is recognized and acknowledged that in certain situations, including but not limited to emergencies, natural disasters and manmade catastrophes, the use of an Aiding County's equipment, staff and/or services to perform functions outside the Aiding County's jurisdictional limits is desirable and

necessary to preserve and protect the health, safety, and welfare of the public, and to ensure effective and efficient Highway Department operations.

2. Definitions

- a. Mutual Aid: A definite and prearranged plan whereby equipment, staff and/or services are provided to an Affected County by and Aiding County pursuant to this Agreement.
- b. NWR Counties: Wisconsin counties located in the North West portion of the state including the counties of 1) Ashland, 2) Barron, 3) Bayfield, 4) Burnett, 5) Douglas, 6) Polk, 7) Rusk, 8) Sawyer, and 9) Washburn.
- c. Member County: a NWR county which is a Party to this Agreement, as evidenced by a NWR county signing this Agreement and providing a copy to the other NWR Member Counties.
- d. Affected County: A Member County which requests Mutual Aid from an Aiding County in the event of an emergency;
- e. Aiding County: A Member County which provides Mutual Aid to an Affected County;
- f. Emergency: an occurrence or condition in an Affected County's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected County alone.

3. Authority and Action to effect Mutual Aid

Member County's Highway Commissioners or designees may render and/or request Mutual Aid from other Member Counties. Mutual Aid shall be rendered to the extent reasonably practicable, given the equipment, staff and/or services available to render Mutual Aid to the Affected County.

In general, the state highway system and principle county highways are the regional priority routes. Aiding Counties will assist the Affected Counties as reasonably practicable to ensure these priority routes are addressed as a matter of regional priority. Each NWR Highway Department will prepare, and have on hand ahead of time, normal plow route maps, and a list of priority routes and roadways, that are critical to maintain.

Each Member County has its own organizational structure, and its own method of on-call superintendents for after hour emergencies. For the purpose of Mutual Aid between Member Counties, the primary contact should be the Highway Commissioners.

When an emergency occurs, and conditions are such that the Highway Commissioner or designee of an Affected County determines it advisable to request Mutual Aid pursuant to this Agreement, he/she

shall notify the Aiding County of the nature and location of the emergency, and the type and amount of equipment, staff and/or services requested.

The Highway Commissioner or designee of the Aiding County shall take the following actions as soon as reasonably practical upon receiving a request for Mutual Aid from another Member County:

- a. Determine what equipment, staff and/or services are requested by the Affected County;
- b. Determine if the requested equipment, staff and/or services can be committed by the Aiding County in response to the request from the Affected County;
- c. Dispatch as soon as reasonably practical the requested equipment, staff and/or services, to the extent reasonably practicable, to the location of the emergency reported by the Affected County;
- d. Notify the Affected County as soon as reasonably practicable whether any or all of the requested equipment, staff and/or services can or cannot be provided.

4. Jurisdiction over Staff and Equipment

Aiding County staff dispatched to provide Mutual Aid to an affected County pursuant to this Agreement shall remain employees of the Aiding County. Staff of the Aiding County shall report for direction and assignment at the Highway Shop nearest the scene of the emergency in the Affected County, or as otherwise directed by the Affected County's Highway Commissioner or designee. The Aiding County shall at all times have the right to withdraw any and all Mutual Aid upon the directive of the Aiding County's Highway Commissioner or designee, provided however, that the Aiding County withdrawing such Mutual Aid shall make reasonable efforts to notify, as soon as reasonably practicable, the Affected County's Highway Commissioner or designee of the withdrawal of the requested Mutual Aid, and of the extent of the withdrawal.

5. Compensation for Aid

Work performed by the Aiding County shall be billed to the Affected County per the Wisconsin Uniform Cost Accounting System, shall include any additional expenses regarding Aiding County policies for overtime and specialty pay rates and shall be paid by the Affected County.

6. Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, with the minimum limits of \$1,000,000 auto and \$3,000,000 combined single limit general liability and professional liability. These obligations may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan or an arrangement with an insurance provider approved by the state.

7. Waiver of Claims

Each Party agrees to waive any and all claims against all other Parties for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement provided, however, that such claims are not the result of negligent and/or intentional act(s) by a Party or its staff, or done by them with an intentional disregard of the safety, health, life or property of another.

All employee benefits, wages, disability payments, pensions and worker's compensation claims shall be the sole and exclusive responsibility of each Party regarding its own staff.

8. Non-Liability for Failure to Render Aid

The rendering of Mutual Aid under the terms of this Agreement shall not be mandatory. It is the responsibility of the Aiding Department to notify, as soon as reasonably practical, the Affected Department of the Aiding Department's inability to respond.

No liability of any kind or nature shall be attributed to be assumed, whether expressly or implied, by a Party, its duly authorized agents and/or staff, for failure or refusal to render Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.

9. Auto-Renewal of Agreement and Termination

This Agreement will automatically renew on October 1st of each year unless a Member County provides written Notice to Withdraw to the other NWR Member Counties, which shall be effective upon receipt.

10. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

11. Multiple Counterparts to Agreement

This Agreement may be electronically signed and forwarded via email, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument.

SIGNATURE PAGES

INCONSIDERATION of the mutual commitments contained herein, and by signing below, the signatories state and affirm that they have authority to bind, and do bind, the Member County entity they are signing on behalf of to the terms and conditions of this Agreement.

FOR ASHLAND COUNTY:

Signature

Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR BARRON COUNTY:

Signature

Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR BAYFIELD COUNTY:

Signature

Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR BURNETT COUNTY:

Signature

Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR RUSK COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR SAWYER COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR DOUGLAS COUNTY:

FOR POLK COUNTY:

X _____
Signature

X _____
Signature

X _____
Date Signed

X _____
Date Signed

Jason J. Jackman

Signatories Name Printed or Typed

Signatories Name Printed or Typed

Highway Commissioner

Title

Title

Douglas County

Company/Entity Name

Company/Entity Name

7417 County Road E

Street Address

Street Address

Hawthorne, WI 54873

City, State and Zip Code

City, State and Zip Code

W - 715.374.2612 C - 218.591.4003

Contact Phone Number

Contact Phone Number

jason.jackman@douglascountywi.org

Contact Email Address

Contact Email Address

FOR WASHBURN COUNTY:

X _____
Signature

X _____
Signature

X _____
Date Signed

X _____
Date Signed

Signatories Name Printed or Typed

Signatories Name Printed or Typed

Title

Title

Company/Entity Name

Company/Entity Name

Street Address

Street Address

City, State and Zip Code

City, State and Zip Code

Contact Phone Number

Contact Phone Number

Contact Email Address

Contact Email Address

For the Ten Months Ending October 31, 2021

Account Description	3 YR Prior Actual Amount	2 YR Prior Actual Amount	1 YR Prior Actual Amount	Current Yr Amended Budget	Current Yr Actual Amount
Revenues					
General Property Taxes	3,393,702.00	3,265,140.00	3,044,459.00	3,044,459.00	3,044,459.00
Transportation-Fed Grant-FEMA	615,562.55	411,265.94	125.00	-	-
Transportation-State Grants	1,263,402.40	1,366,060.11	1,991,284.86	1,240,500.00	1,029,064.15
Wide-load Moving Permits on	480.00	360.00	4,990.00	1,000.00	560.00
Highway Maint & Construction	81,881.31	282,604.95	245,749.57	40,000.00	17,756.16
Transportation	2,381,742.03	2,578,820.46	2,069,028.18	2,328,357.82	1,542,448.26
Interest Income	14,999.84	8.64	2,218.53	-	1,059.50
Office Space Rental	7,304.52	7,304.52	7,304.52	7,305.00	7,062.68
Sale of Salvage & Waste Prod	3,207.34	1,429.41	2,509.18	-	5,122.83
Gain/Loss on Sale (Prop.& Equip)	(29,199.02)	(10,293.18)	-	-	(2,849.00)
Insurance Recoveries	4,166.81	12,378.27	12,901.85	-	2,307.10
Reimbursement of Expenses	650,387.97	130,039.00	2,814.00	-	-
Other Revenue	-	-	10.07	-	8.85
Bad Debt/Other Recoveries	370,367.00	248,618.86	-	-	222,640.98
Transfer from Debt Equity	5,000,000.00	95,000.00	7,711,372.00	3,167,300.00	-
Revenues	13,758,004.75	8,388,736.98	15,094,766.76	9,828,921.82	5,869,640.51
Expenses					
Personnel Services	3,374,477.74	3,228,336.08	2,928,838.49	3,377,161.00	2,489,590.90
Contractual Services					
Legal	-	-	776.00	-	14.99
Other Professional Serv.	-	600.00	30.00	100.00	534.00
Electric	44,324.92	44,560.35	44,652.39	45,750.00	38,270.41
Natural Gas	35,644.32	45,138.37	37,706.59	41,500.00	32,658.95
Telephone	18,102.53	18,302.83	17,768.70	18,550.00	15,155.20
Maint. Agreement	1,129.35	979.31	1,228.73	1,100.00	1,681.98
Laundry Services	9,549.64	11,229.86	11,290.09	11,250.00	9,675.03
Other Repair & Maint.	2,986.65	-	17,163.46	1,250.00	200.00
Internet Service	2,016.92	2,015.72	2,013.52	2,200.00	1,904.70
Cellular and Pager Service	5,224.85	5,195.80	4,105.16	4,500.00	4,228.93
Fire Protection/Prevention	1,579.71	1,496.00	1,802.50	1,800.00	1,445.50
Landfill Service	4,049.41	4,388.02	4,974.93	4,000.00	4,647.39
Other Outside Services	3,611,899.07	3,671,882.93	3,171,304.55	2,577,592.82	2,585,005.76
Total Contractual Services	3,736,507.37	3,805,789.19	3,314,816.62	2,709,592.82	2,695,422.84
Supplies & Expense					
Postage	1,316.02	776.65	705.12	1,200.00	895.96
Office Supplies & Expense	5,896.21	5,749.80	3,341.11	6,000.00	4,399.32
Printing & Duplication	603.51	565.45	1,218.44	700.00	271.45
Other Computer Supplies	1,557.40	1,592.10	-	1,600.00	1,702.85
Membership Dues	350.00	350.00	535.00	550.00	630.00
Training & Seminars	8,986.10	8,038.58	9,165.36	9,450.00	5,097.97
Advertising	392.93	1,025.00	370.14	1,000.00	15.73
Licenses & Permits	260.09	34.67	184.26	100.00	-
Mileage	203.60	-	-	-	-
Janitorial Supplies	3,093.10	5,078.66	4,107.64	5,000.00	5,809.56
Other Operating Supplies	992.65	13,215.22	598.81	2,100.00	1,795.93
Gas & Fuel	401,907.40	415,762.37	269,648.28	358,110.00	219,565.40
Oil Grease & Accessories	26,853.30	22,104.91	34,264.49	22,800.00	15,477.30
Repair Parts & Maintenance	301,563.01	329,900.91	291,236.76	300,000.00	250,372.69
Painting Supplies	22.34	56.91	162.06	200.00	144.16
Tires & Batteries	61,071.04	65,396.99	50,655.65	51,600.00	19,631.37
General Equip. Maint.	-	2,762.00	-	500.00	-

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DOUGLAS COUNTY, WISCONSIN
Highway Department--Budget Detail

2
12/27/21

14:49:21

For the Ten Months Ending October 31, 2021

Account Description	3 YR Prior Actual Amount	2 YR Prior Actual Amount	1 YR Prior Actual Amount	Current Yr Amended Budget	Current Yr Actual Amount
Bldg Maint. Supplies	10,249.62	10,481.48	10,494.11	11,700.00	16,814.43
Consumable Tools	33,529.09	21,450.07	9,712.99	29,800.00	16,477.41
Sign Parts & Supplies	4,888.32	8,394.85	8,611.26	5,500.00	7,908.34
Welding Supplies & Expense	5,484.21	2,363.79	2,471.09	4,000.00	2,371.45
Inventory Adjustment	22,988.23	8,573.89	21,296.01	-	-
Road Supplies	254,213.36	331,241.15	183,289.97	242,735.00	160,860.97
Shop Supplies	24,187.99	10,449.94	29,139.52	17,600.00	16,323.84
Ready for Use	(4,553.63)	(11,679.07)	(10,140.19)	(8,100.00)	(4,720.35)
Supplies and Expense	1,166,055.89	1,253,686.32	921,067.88	1,064,145.00	741,845.78
Fixed Charges					
Insurance	182,544.00	193,138.00	202,569.00	213,025.00	215,537.00
Rents and Leases	(172.04)	17,029.44	43,541.20	-	-
Equipment	5,748.78	5,921.21	5,586.40	5,900.00	5,742.62
Depreciation/Amortization	3,684,269.07	3,847,982.09	4,128,397.75	4,256,790.00	3,482,648.24
Depreciation Exp. -STATE	15,975.11	30,486.40	30,008.16	30,008.00	36,024.57
Service Fees	-	786.34	-	-	-
Fixed Charges	3,888,364.92	4,095,343.48	4,410,102.51	4,505,723.00	3,739,952.43
Debt Service					
Grants & Contributions					
Aid to Localities	115,396.00	103,030.34	95,042.55	51,380.00	60,958.91
Grants & Contributions	115,396.00	103,030.34	95,042.55	51,380.00	60,958.91
Department Allocations					
Equipment Storage	-	-	-	(1.00)	-
Machinery Operation	(42,974.44)	(39,882.46)	(41,208.19)	(40,000.00)	(67,910.77)
Other Inter-dept Allocation	4,896.32	(17,887.21)	(87,254.84)	(1.00)	(115,760.98)
Capital Asset Acquisitions	(3,278,881.81)	(2,913,710.64)	(2,957,171.16)	(2,700,000.00)	-
Data Processing Allocation	242,382.00	246,473.00	230,385.00	245,000.00	204,170.00
Department Allocations	(3,074,577.93)	(2,725,007.31)	(2,855,249.19)	(2,495,002.00)	20,498.25
Total Operating Expenses	9,206,223.99	9,761,178.10	8,814,618.86	9,212,999.82	9,748,269.11
NET COST WITHOUT CAPITAL OUTLAY	(4,551,780.76)	1,372,441.12	(6,280,147.90)	(615,922.00)	3,878,628.60
NET COST	(4,551,780.76)	1,372,441.12	(6,280,147.90)	(615,922.00)	3,878,628.60

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DOUGLAS COUNTY, WISCONSIN
BUDGET SUMMARY REPORT
NET COST - BUDGET AND ACTUAL
All Revenues and Expenditures
For the Ten Months Ending October 31, 2021

1
12/27/21
14:46:00

	2021 Amended Budget	2021 Actual	2021 Balance	% Actual	% Balance	2020 Actual
Taxes	(3,044,459.00)	(3,044,459.00)	-	100.00	-	(3,044,459.00)
Intergovernmental Revenues	(1,033,749.99)	(1,029,064.15)	(4,685.84)	99.55	0.45	(911,281.03)
Public Charges For Services	(34,166.66)	(18,316.16)	(15,850.50)	53.61	46.39	(182,063.42)
Intergovt. Charges For Serv.	(1,766,591.15)	(1,542,448.26)	(224,142.89)	87.31	14.20	(1,581,614.14)
Miscellaneous Revenues	(6,087.50)	(235,352.94)	229,265.44	3,866.17	(3,766.17)	(25,043.54)
Other Financing Sources	(2,750,633.33)	-	(2,750,633.33)	-	132.03	(7,500,000.00)
Revenues	(8,635,687.63)	(5,869,640.51)	(2,766,047.12)	67.97	35.55	(13,244,461.13)
Expenses						
Personnel Services, Less OT	2,623,466.64	2,409,481.75	213,984.89	91.84	8.16	2,400,295.73
Personnel Services--Overtime	157,279.02	80,109.15	77,169.87	50.93	49.07	117,250.10
Contractual Services	2,599,184.47	2,695,422.84	(96,238.37)	103.70	(3.99)	3,036,031.71
Supplies & Expense	825,730.95	741,845.78	83,885.17	89.84	10.16	671,434.49
Fixed Charges	3,754,769.18	3,739,952.43	14,816.75	99.61	0.39	3,667,127.32
Grants & Contributions	42,816.67	60,958.91	(18,142.24)	142.37	(42.37)	95,042.55
Department Allocation	(2,686,428.15)	20,498.25	(2,706,926.40)	(0.76)	100.76	162,579.27
Expenses	7,316,818.78	9,748,269.11	(2,431,450.33)	133.23	(34.11)	10,149,761.17
Net Cost	(1,318,868.85)	3,878,628.60	(5,197,497.45)	(294.09)	797.69	(3,094,699.96)