

Charges thru MAY

2023 - MUNICIPAL PROJECT	PROJECT(S) TOTAL
Town of Almena: \$	5,896.47
Town of Arland: \$	-
Town of Barron: \$	-
Town of Bear Lake: \$	-
Town of Cedar Lake: \$	-
Town of Chetek: \$	-
Town of Clinton: \$	1,821.50
Town of Crystal Lake: \$	1,415.51
Town of Cumberland: \$	-
Town of Dallas: \$	-
Town of Dovre: \$	-
Town of Doyle: \$	-
Town of Lakeland: \$	-
Town of Maple Grove: \$	-
Town of Maple Plain: \$	-
Town of Oak Grove: \$	-
Town of Priairie Farm: \$	132.11
Town of Priairie Lake: \$	-
Twn of Rice Lake: \$	-
Town of Stanfold: \$	-
Town of Stanley: \$	-
Town of Sumner: \$	-
Town of Turtle Lake: \$	5,841.70
Town of Vance Creek: \$	1,509.52
Village of Cameron: \$	-
City of Cumberland: \$	-
Torest and Rec Depart: \$	630.00
Chetek Dam: \$	-
ATV Trails: \$	11,154.84
ATV/UTV signs \$	-
Chetek Fire Dept \$	7,824.59
Rice Lake School \$	-
\$	36,226.23 Pending Invoicing



Mark Servi <mark.servi@co.barron.wi.us>

Re: WisDOT parcel - USH 8 roundabout, Turtle Lake

1 message

Mark Servi <mark.servi@co.barron.wi.us>

Mon, Jun 19, 2023 at 10:56 AM

To: "Selissen, Ashley - DOT (DTSD Consultant)" <ashley.selissen@dot.wi.gov>, Jeff French <jeff.french@co.barron.wi.us>

Cc: "bachwy@co.barron.wi.us" <bachwy@co.barron.wi.us>

Ashley,

This will need to be discussed by the Highway Committee, and the next meeting is July 6.

We have concerns about the use of the existing "ramp" as a driveway as it is very near to the stop sign on CTH K. It does appear that currently there are people driving across the parcel, as evident in the attachment you provided. One course of action the committee might take is to ask that the DOT, as part of the lease, require a fence to be erected along the state's south property line to prevent people from driving south back onto CTH K across the county property.

We will let you know the county's position/thoughts after the July Highway Meeting.

Mark Servi

Barron County Highway Commissioner

**DRIVE CAREFULLY IN WORK ZONES
OUR LIVES MATTER**

On Fri, Jun 16, 2023 at 9:53 AM Selissen, Ashley - DOT (DTSD Consultant) <ashley.selissen@dot.wi.gov> wrote:

Hi Mark!

Following up on the below email I sent to you to last week and wondering if you had a chance to review.

Thank you and have a nice weekend,

Ashley

Ashley Selissen

Real Estate Consultant

Consultant Office: 715-830-0544

ashley.selissen@dot.wi.gov<mailto:ashley.seibel@dot.wi.gov>

Wisconsin Department of Transportation - NW Region

Real Estate Department

718 W Clairemont Avenue

Eau Claire, WI 54701

From: Selissen, Ashley - DOT (DTSD Consultant)

Sent: Thursday, June 8, 2023 11:15 AM

To: bachwy@co.barron.wi.us <bachwy@co.barron.wi.us>

Subject: WisDOT parcel - USH 8 roundabout, Turtle Lake

Hello Mark,

WisDOT received a request from the owner of The New Frontier restaurant (Paula Wherley) located along USH 8 in the Village of Turtle Lake to purchase WisDOT lands nearby the restaurant.

See WisDOT lands outlined in red in the below screenshot from GIS. Blue triangle is The New Frontier. There is a small rectangle owned by the Village south of the WisDOT parcel - I don't know the story on this. The other lands between the WisDOT parcel and CTH K/Martin Ave. are where old CTH K use to be - still owned by the county I assume.

WisDOT reviewed the request and determined we will not sell the lands as there are potential future needs. We are looking at leasing a portion (retaining some for maintenance needs) to the restaurant. The reasoning for the restaurant wanting to buy is the limited parking they have.

I have not been to the property, but it is my understanding people currently travel from CTH K through this land. It is

probably unlikely there is permitted access.

I guess my question to you is, if we lease the land to the restaurant does anything need to be done regarding the access along CTH K. Does the county have any concerns?

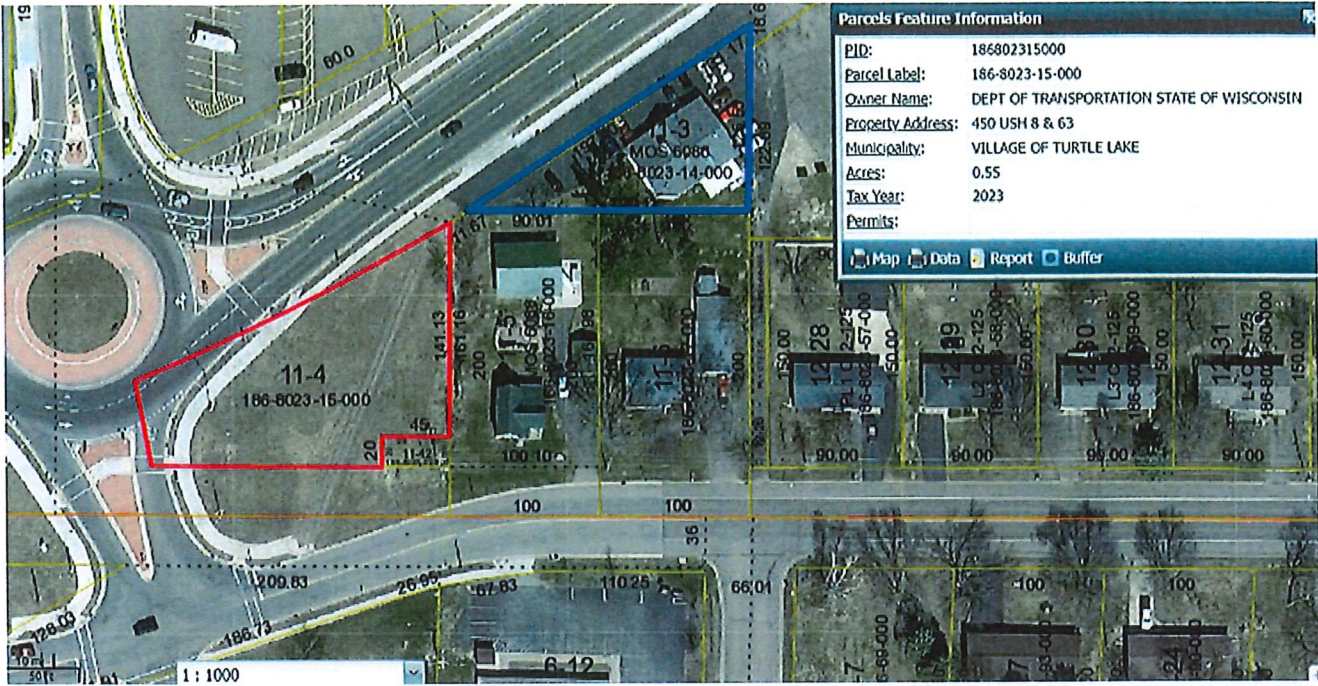
I appreciate your time in reviewing this.

Thank you,
Ashley

[cid:4f182f3d-657c-4de8-af20-7087e867380f]

Ashley Selissen
Real Estate Consultant
Consultant Office: 715-830-0544
ashley.selissen@dot.wi.gov<mailto:ashley.seibel@dot.wi.gov>

Wisconsin Department of Transportation - NW Region
Real Estate Department
718 W Clairemont Avenue
Eau Claire, WI 54701



Parcels Feature Information	
PID:	186802315000
Parcel Label:	186-8023-15-000
Owner Name:	DEPT OF TRANSPORTATION STATE OF WISCONSIN
Property Address:	450 USH 8 & 63
Municipality:	VILLAGE OF TURTLE LAKE
Acres:	0.55
Tax Year:	2023
Permits:	

Map Data Report Buffer



Wisconsin Department of Transportation
Office of the Secretary
4822 Madison Yards Way, S903
Madison, WI 53705

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (608) 266-1114
FAX: (608) 266-9912
Email: sec.exec@dot.wi.gov

April 20, 2023

Patrick Vander Sanden, Executive Director
Wisconsin County Highway Association
1502 W Broadway, Suite 102
Madison, WI 53713

RE: Pilot Initiative to Assess Options for Providing Administrative Support to the Local Roads Improvement Program

Please accept this letter as the Wisconsin Department of Transportation's (WisDOT) formal indication of support for the proposed pilot initiative to assess options for providing administrative support to the Local Roads Improvement Program (LRIP). LRIP is a primary source of state funding available to smaller Wisconsin municipalities to repair seriously deteriorating roads in towns, villages, cities, and counties. Wisconsin's 72 county highway commissioners (CHC) currently provide administrative support during both the LRIP application process and the reimbursement period. CHC support may differ across the state due to various reasons, including staffing levels and access to technology.

The pilot will be launched concurrently with the new LRIP program cycle anticipated to be released later this year. Its goal is to provide a more consistent statewide approach to providing applicant support by utilizing facilitators provided by the Wisconsin Towns Association (WTA) and the League of Wisconsin municipalities (LWM). Pilot counties will contract with the Wisconsin County Highway Association (WCHA) which will in turn contract with WTA and LWM.

WCHA and WisDOT have a shared interest in the continued success of LRIP. Thus, WisDOT is committed to ensuring adequate and consistent applicant support is available for all potential LRIP project sponsors statewide. WisDOT believes that a pilot initiative targeting counties in two WTA districts represents a significant step towards our mutual goal of maintaining a state of good repair throughout the local transportation network in Wisconsin.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Thompson", is written over a horizontal line.

Craig M. Thompson
Secretary
Wisconsin Department of Transportation

LRIP ADMINISTRATION AGREEMENT

THIS LRIP ADMINISTRATION AGREEMENT (“Agreement”) is entered into this _____ day of _____, ____ between the Wisconsin County Highways Association (“WCHA”) and the _____ County (“County”) Highway Commissioner to provide professional services to accomplish the Local Road Improvement Program (“LRIP”) as set forth herein. WCHA and the County Highway Commissioner may be referred to herein as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Wis. Stat. § 86.31 authorizes the Wisconsin Department of Transportation (“WisDOT”) to establish a program to assist local units of government in improving deteriorating roads, and such program is promulgated in Wis. Admin. Code Ch. TRANS 206 (“Trans 206”) and known as the Local Road Improvement Program (“LRIP”);

WHEREAS, Trans 206 delegates certain Town Road Improvement Program (“TRIP”) and Municipal Street Improvement Program (“MSIP”) administration obligations to the county highway commissioners in each county;

WHEREAS, the Parties, WisDOT, and highway commissioners of each Participating County (as defined below) wish to develop and administer a pilot program (“Pilot Program”) for LRIP that shifts administration obligations for the TRIP to the Wisconsin Towns Association (“WTA”), and obligations for the MSIP to the League of Wisconsin Municipalities (“LWM”); and

WHEREAS, the Parties desire to enter into this Agreement to outline the responsibilities of each in the Pilot Program.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and accurate, and incorporated herein.
2. WCHA Assumption of Duties. The Parties acknowledge and agree that WCHA assumes responsibility of the services set forth herein for the purpose of ensuring WTA performs said services for TRIP, and for the purpose of ensuring that LWM performs said services for MSIP.

3. Agreement with WTA. The Parties acknowledge and agree that WCHA and WTA shall enter into an agreement (the “WCHA-WTA Agreement”) to ensure the obligations assumed by WCHA under this Agreement for TRIP are conveyed to and performed by WTA. In the event that WCHA does not enter into an agreement with WTA for the performance of duties assumed by WCHA in this Agreement, WCHA may terminate this Agreement. WCHA may also terminate this Agreement in the event that WTA or WCHA terminates the WCHA-WTA Agreement.

4. Agreement with LWM. The Parties acknowledge and agree that WCHA and LWM shall enter into an agreement (the “WCHA-LWM Agreement”) to ensure the obligations assumed by WCHA under this Agreement for Municipal Street Improvement-Entitlement are conveyed to and performed by LWM. In the event that WCHA does not enter into an agreement with LWM for the performance of duties assumed by WCHA in this Agreement, WCHA may terminate this Agreement. WCHA may also terminate this Agreement in the event that LWM or WCHA terminates the WCHA-LWM Agreement.

5. Responsibilities. To accomplish the goals of the Pilot Program, the Parties agree that the obligations as set forth herein are hereby conveyed to WCHA, and then shall be subsequently conveyed to WTA pursuant to the WCHA-WTA Agreement and to the LWM pursuant to the WCHA-LWM Agreement:
 - a. Convene and preside over an initial meeting of all town chairs who select not more than five town chairs or their designees to serve as the County Town Road Improvement Committee (“CTRIC”) by October 1 of each odd numbered year (*see* Trans 206.06(6)(a));

 - b. Convene and preside over an initial meeting of all chief executives of cities and villages with a population of 20,000 or less who select not more than five chief executives or their designees to serve as the County Municipal Street Improvement Committee (“CMSIC”) (*see* Trans 206.04(8)(a));

 - c. Receive applications for Town Road Improvement-Entitlement, Town Road Improvement-Discretionary, and Municipal Street Improvement-Entitlement for cities and villages under 20,000 in population with a deadline of November 1 of each odd numbered year (*see* Trans 206.035(3)(a));

 - d. WTA will receive applications for the town portion of the Local Road Improvement Program-Supplemental (“LRIP-S”) and LWM will receive applications for the city and village portion of the Local Road Improvement

Program - Supplemental (“LRIP-S”) (§86.31(3s)) with a deadline of November 1, 2023;

- e. Report TRIP and MSIP projects chosen for funding to WisDOT no later than January 15th of each even numbered year (*see* Trans 206.03(7)(b));
 - f. Submit priority ranked TRI-Discretionary applications to WisDOT no later than January 15th of each even numbered year (*see* Trans 206.035(3)(b)); and submit priority ranked TRI-Supplemental applications to WisDOT no later than January 15th of each even-numbered year;
 - g. Submit priority ranked MSI-Discretionary and MSI-Supplemental applications to WisDOT no later than January 15th of each even-numbered year;
 - h. Serve as administrative contact between TRIP recipients and WisDOT, and MSIP recipients and WisDOT (*see* Trans 206.03(7)(a));
 - i. Determine any substitute Town Road Improvement-Entitlement and Municipal Street Improvement-Entitlement projects and redistribution of unused funds (*see* Trans 206.03(14));
 - j. Conduct contract lettings upon request (*see* Trans 206.04(8)(b));
 - k. Manage all active TRIP and MSIP projects during the period of the 2024-25 LRIP Program Cycle, which commences on/or around October 1, 2023 and concludes on June 30, 2025.
6. Additional WTA Responsibilities. WTA shall also be required to perform the additional responsibilities and tasks detailed in the WCHA-WTA Agreement
7. Additional LWM Responsibilities. LWM shall also be required to perform the additional responsibilities and tasks detailed in the WCHA-LWM Agreement.
8. Term. This Agreement shall be effective from July 1, 2023 through June 30, 2025.
9. Counties Included in the Pilot Program. The following counties are hereby included in the Pilot Program: Douglas, Bayfield, Ashland, Iron, Burnett, Washburn, Sawyer, Price, Polk, Barron, Rusk, Taylor, Chippewa, Saint Croix, Dunn, Pierce, Pepin, Eau Claire, Clark, Buffalo, Trempeleau, Jackson, La Crosse, Monroe, Wood (singularly, a “Participating County” and collectively, the “Participating Counties”).

10. Compensation. WCHA will be compensated in the amount equal to 5% of the County's 2024 and 2025 TRI Entitlement and MSI Entitlement allocations (*see* Trans 206.03(8)) (the "Funds"). Payment to WCHA shall occur within 15 days following County's receipt of the TRI Entitlement allocation and MSI Entitlement allocation. In the event the Wisconsin 2023-25 biennial budget funds the TRI Entitlement or MSI Entitlement programs in an amount lesser than the amount included in the 2021-23 biennial budget, WCHA may immediately terminate this Agreement.

11. Miscellaneous Terms.

- a. *Successors and Assigns*. All terms and conditions of this Agreement shall be binding upon the Parties and each's predecessors, successors, representatives, assigns, agents, and/or employees.
- b. *Severability*. The invalidity of any portion, article, paragraph or provision of this Agreement shall not have any effect upon the validity of any other part or portion thereof.
- c. *Governing Law*. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The Parties expressly consent to exclusive jurisdiction and venue in the state and federal courts for the county in which the incident giving rise to the Claim occurred, with respect to any actions, claims, or proceedings arising out of or in connection with this Agreement ("Claim"), and agrees not to commence or prosecute any such Claim other than in the aforementioned courts.
- d. *Amendments*. All actions seeking amendment of this Agreement shall be in writing and approved by both Parties.
- e. *Notices*. All notices to either of the Parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

To County Highway Commissioner:

To WCHA:

- f. *Notice of Change in Address.* The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.
- g. *Binding Effect.* The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, as well as their respective heirs, successors and assigns.

(Signatures appear on the following page)

In witness hereof, the parties below have executed this agreement on the dates provided below.

On behalf of _____ County Highway Department

Name:
Title:

Date

On behalf of WCHA:

Patrick Vander Sanden
WCHA Executive Director

Date

BARRON COUNTY ORDINANCE NO. 2023 - _____

Highway Facility and Grounds – Public Access

The Barron County Board of Supervisors ordains as follows

1
2 **WHEREAS**, it is the recommendation of the Highway Committee that due to
3 safety and security concerns that pedestrian and vehicular access to the gated areas of the
4 Highway Facility be designated as “Limited Access”; and
5

6 **WHEREAS**, it is the recommendation of the Highway Committee that such access
7 to the gated areas of the Highway Facility for pedestrian traffic, vehicular traffic and/or
8 parking be limited to Highway Department employees or individuals that have a need and
9 permission to access those areas; and
10

11 **WHEREAS**, it is the further recommendation of the Highway Committee that
12 public access inside the Highway Facility be limited to members of the public, businesses
13 and/or representatives of other agencies or counties for conducting official business or with
14 permission granted; and
15

16 **WHEREAS**, the Highway Committee and the Property Committee recommend the
17 following addition to the General Code as Chapter 26, Article IV, Section 26-70:
18

19 26-70 Highway Facility Access and Parking

20 (1) That pedestrian access, vehicular access and parking shall be limited to the
21 designated front parking lot along State Highway 25. The access and parking
22 in any fenced or gated and posted area at the Highway Facility shall be limited
23 as follows:

24 (A) Highway Department employees.

25 (B) County employees that have a need for such access and permission.

26 (C) Law Enforcement.

27 (D) Contracted vendors with permission granted.

28 (E) Individuals granted permission such as representatives from other agencies
29 or counties.

30 (F) With permission granted by the Highway Commissioner.

31 (2) Signage shall be posted at the entrances to fenced and gated areas indicating
32 that parking and pedestrian access is prohibited without permission granted.

33 (3) Any person found to be in violation of any provision of this Chapter shall be
34 subject to a penalty as provided in Section 1-13 of the Barron County General
35 Code.
36

37 26-71 Public Access Inside Highway Facility Buildings

- 38 (1) Access to areas inside the Highway Facility Buildings shall be limited to only
39 those areas necessary for conducting official business by members of the public,
40 businesses or representatives of other agencies or counties.
41 (2) Restricted areas inside the Highway Facility Buildings which are limited only
42 to Highway employees, county employees with permission, or individuals with
43 permission and such areas shall be so posted stating "No Public Access or
44 "Employees Only".
45 (3) Any person found to be in violation of any provision of this Chapter shall be
46 subject to a penalty as provided in Section 1-13 of the Barron County General
47 Code.

48 **WHEREAS**, this ordinance was approved by the Highway Committee on ____,
49 2023, on a vote of ____, with ____ voting in favor and ____ against.

50 **WHEREAS**, this ordinance was approved by the Property Committee on ____,
51 2023, on a vote of ____, with ____ voting in favor and ____ against.

52
53 **NOW, THEREFORE, BE IT ORDAINED**, that the Barron County Board of
54 Supervisors creates Chapter 26, Article IV., Sections 26-70 & 26-71 of the Barron County
55 General Code entitled: Highway Facility and Grounds – Public Access

56
57 26-70 Highway Facility Access and Parking

- 58 (1) That pedestrian access, vehicular access and parking shall be limited to the
59 designated front parking lot along State Highway 25. The access and parking
60 in any fenced or gated and posted area at the Highway Facility shall be limited
61 as follows:
62 (A) Highway Department employees.
63 (B) County employees that have a need for such access and permission.
64 (C) Law Enforcement.
65 (D) Contracted vendors with permission granted.
66 (E) Individuals granted permission such as representatives from other agencies
67 or counties.
68 (F) With permission granted by the Highway Commissioner.
69 (2) Signage shall be posted at the entrances to fenced and gated areas indicating
70 that parking and pedestrian access is prohibited without permission granted.
71 (3) Any person found to be in violation of any provision of this Chapter shall be
72 subject to a penalty as provided in Section 1-13 of the Barron County General
73 Code.

74
75 26-71 Public Access Inside Highway Facility Buildings

- 76 (1) Access to areas inside the Highway Facility Buildings shall be limited to only
77 those areas necessary for conducting official business by members of the public,
78 businesses or representatives of other agencies or counties.
79 (2) Restricted areas inside the Highway Facility Buildings which are limited only to
80 Highway employees, county employees with permission, or individuals with
81 permission and such areas shall be so posted stating "No Public Access" or
82 "Employees Only".
83 (3) Any person found to be in violation of any provision of this Chapter shall be
84 subject to a penalty as provided in Section 1-13 of the Barron County General
85 Code.
86

87 **BE IT FURTHER ORDAINED** that this Ordinance shall be effective upon its
88 adoption and publication and that publication of this ordinance may occur through posting
89 in accordance with Section 985.02 of the Wisconsin Statutes.
90

OFFERED THIS _____ **day of** _____, **2023.**

<p>Number of readings required: One (X) Two ()</p> <p>Vote required for passage: Majority (X) 2/3 Entire Board (20) ()</p> <p>Source of funding: Budgeted () General Fund () Grant () Contingency () Other (X) Details : N/A</p> <p>Fiscal impact: - Current year total amount: \$ - Future years total amount: \$ - Effect on tax levy – current year - \$ - Effect on tax levy – future years - \$</p> <p>Board Action: Adopted () Failed () Tabled ()</p> <p>Fiscal impact reviewed by County Finance Department</p> <p>_____ Jodi Busch, Finance Director</p> <p>Approved as to form by County Administrator:</p> <p>_____ Jeffrey French, Administrator</p> <p>Approved as to form by Corporation Counsel:</p> <p>_____ John Muench, Corporation Counsel</p>	<p>_____ Marv Thompson, Highway Committee Chair</p> <p>_____ Dana Heller, Property Committee Chair</p> <p>(The Committee Chair signature verifies the action taken by the Committee.)</p>
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