

MINUTES TOWN OF HULL TASK FORCE
COUNTRY CLUB DRIVE RECONSTRUCTION
HELD ON MAY 9, 2019

01) Call to order by John Holdridge at 9:30 a.m. at the Hull Municipal Building, 4550, Wojcik Memorial Drive, Stevens Point, WI 54482.

Task Force Members present: John Holdridge - Chairperson, Dave Wilz – user of road and Hull Board Supervisor, John Koshnick – Member of Hull Road Committee and Hull Board of Supervisors, Janet Wolle – signer of original agreement and Hull Town Clerk and Peter Kaminski – Hull Road Foreman.

Others present: David Pederson Supervisor Town of Hull; Corey Ladick, Comptroller-Treasurer City of Stevens Point; Robin Lipski, resident Town of Hull/employee City of Stevens Point; Alan Hovorka - reporter from Stevens Point Journal.

02) Discussion and possible action regarding Country Club Drive by Hull officials (agreement with Stevens Point)

John Holdridge read:

- His memo dated April 29, 2019 to Pete Kaminski, John Koshnick, Dave Wilz and Janet Wolle regarding reconstruction of Country Club Drive
- Portions of Municipal Agreement between the Town of Hull and the City of Stevens Point (Reconstruction/Maintenance of Country Club Drive) dated in 1985

Clerk's note – documents, read by John Holdridge, are at the end of these minutes.

Vehicle counts on Country Club Drive:

- Prior to overpass construction – 6,430 vehicles a day
- After construction of overpass in 2017 – 8,300 vehicles a day

Current length of Country Club Drive in the Town of Hull – 1,680'

There have been annexations along Country Club since the signing of the agreement in 1985 therefore Country Club Drive in the Town of Hull does not extend to Highway 10.

John Holdridge wonders if the agreement is still in force.

Janet Wolle – From my perspective the agreement is continuing as item #12 of the agreement states" this agreement shall terminate upon annexation of the road area to the City of Stevens Point or as otherwise provided in this agreement".

Dave Wilz

- Prior to the construction of the railroad overpass Hull personnel viewed Country Club Drive
- Upon completion of the overpass construction Hull personnel also viewed Country Club Drive
- During this past winter, Country Club Drive blew up after all the rain/freeze events
- John Jury of Green Circle talked with Dave about connection of the Green Circle Trail at their cost when Country Club Drive is reconstructed – they would put in a separate walking area if could get on Country Club property
 - In addition, if the road could be widened, Green Circle would pay the expense

Corey Ladick- present as the Public Works Director Scott Beduhn could not attend.

- Will run past the city attorney regarding the agreement still in force and will get back to Hull

Pete received a preliminary construction/project cost estimate from Dave Glodowski of Gremmer and Associates to recondition Country Club Drive - \$168,950 + \$25,343 contingency + \$28,000 in engineering costs totaling \$222,000.

Clerk's note – entire estimate is at the end of these minutes.

John Koshnick – take to board and have a meeting with the city.

Dave Wilz – is Hull at the point we can get different type of product to fill in the holes on Country Club?

Pete Kaminski – to date have put in \$5,000 in cold mix to patch the road.

John Holdridge – how do task force members feel?

Dave Wilz – try to move forward with fixing Country Club Drive with the agreement template.

- Instruct road crew to continue patching

Janet Wolle – agree.

John Koshnick – agree.

David Pederson – agree with decision. Look at email received from Nathan Check about funding (\$16,750.00) that has become available as the Town of New Hope is not pursuing their TRIP project.

Robin Lipski – wonders what city stance is?

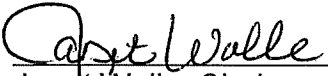
- ✓ Go beyond reconstruction of Country Club Drive and connect to city storm sewer drains plus install sidewalks
- ✓ Do wedging by taking loader and smearing entire area – patching is not going to work

John Holdridge – will be seeing Mayor Wiza Wednesday May 15 and will talk with him about Country Club.

Corey Ladick – will talk with mayor as well.

Motion John Koshnick, **refer to the Hull board on May 22 talking with the city regarding reconstruction of County Club Drive using the agreement signed in 1985.** Motion seconded by Dave Wilz. Motion carried by voice vote.

03)Adjournment: Motion John Koshnick, **adjourn the meeting.** Second by Dave Wilz. Motion carried by voice vote. Meeting adjourned at 10:17 a.m.



Janet Wolle, Clerk

TOWN OF HULL

4550 Wojcik Memorial Dr.
Stevens Point, WI 54482
715-344-8280
E-mail: townofhull@tn.hull.wi.gov

TO: Pete Kaminski, Hull Road Foreman
John Koshnick, Member, Hull Road Committee and Hull Board of Supervisors
Dave Wilz, user of road and Hull Board Supervisor
Janet Wolle, signer of original agreement and Hull Town Clerk
FROM: John Holdridge, Chairperson, Hull Road Committee
DATE: Monday, April 29, 2019
RE: Reconstruction of Country Club Drive

Before Hull officials begin discussion with Stevens Point officials about the reconstruction of Country Club Drive, I suggest we review the following background information including reading the 1985 agreement between Hull and Stevens Point and individually determine its meaning.

Country Club Drive runs parallel to I-39 and extends through several municipal jurisdictions. The part of Country Club Drive in the Town of Hull stretches from the intersection of Hwy. 10 south to Carol's Lane. In Hull, property on the west (Stevens Point Country Club) and on the east (a Hull subdivision) are in Hull.

Within the last 3 years, Stevens Point completed the Country Club Drive overpass. My guess is the overpass considerably increased the traffic on Country Club Drive. Recently, Hull has received numerous complaints about the condition of Hull's section of the road. Mayor Wiza has contacted me with complaints he received about potholes, etc. on the road.

The Country Club Drive agreement was and is a significant and early intergovernmental cooperation agreement between Hull and Stevens Point officials. The agreement references 1985 but the signature portion of the agreement had no date indicated. The construction was to be completed by December 31, 1985 and the cost would be shared 30% by the Town of Hull and 70% by Stevens Point. Stevens Point would provide engineering work and Hull would provide some state road aid reimbursement.

I have the following questions:

1. Does the agreement pertain only to the reconstruction occurring sometime in the mid-1980's, or, is it a continual agreement for any future reconstruction of Country Club Drive? Why or why not?

2. When was the Hull portion of Country Club Drive last reconstructed and who paid for the reconstruction? Were the costs split based on the agreement 30% (Hull) and 70% (Stevens Point)?
3. What were the traffic counts before the overpass was completed and after the completion of the overpass?
4. What do Hull's official minutes, taken in the mid-1980's say about the agreement? By this memo, I would ask Janet to research that for us.

Finally, this memo confirms our meeting on Thursday, May 9th at 9:30 a.m. to discuss the agreement and plan Hull's approach prior to discussions with Stevens Point. Since we have 3 Board members involved, our meeting will be publically noticed and I would call our group the "Task Force for Country Club Drive Reconstruction".

I encourage you to read the document so we can have an informed discussion and please note questions you may have. I will be out of town beginning May 1st but back at the office on May 6th. If you have questions, please contact me then.

I just received from Janet the attached email from Stevens Point dated March 26 complaining about Country Club Drive. Please note bottom of page comments by Scott Beduhn, Stevens Point's Public Works Director.

See you on May 9th.



John Holdridge
Chairperson, Town of Hull

JH/pa
attachment

cc: Dave Pederson, Hull Board of Supervisors
Jan Way, Hull Board of Supervisors

Re 4-2-19

Barb J. Brillowski

From: Bill Kirby <olderkirby@gmail.com>
Sent: Tuesday, March 26, 2019 5:44 PM
To: Scott Beduhn; Barb J. Brillowski
Subject: Re: Online Form Submittal: Contact the Director of Public Works

Thanks for this! As you can tell, I am quite ignorant about roads and boundaries. My car is pleading with me to find other ways to enter the noble city of Stevens Point. My wife emphasizes that many Stevens Point residents drive the road in question to get to the Stevens Point Business Park. I don't have an email address for the mayor or his office but I filled out an online form to him. I know that men went along the section that is terrible recently but the filler they used seems washed out already. Bill Kirby 715-342-1164 3258 Howard Ave. Point

On Tue, Mar 26, 2019 at 4:55 PM Scott Beduhn <sbeduhn@stevenspoint.com> wrote:
Hi Bill,

Gosh, so do I. I don't know about third world, but Country Club Drive does belong to the Town of Hull, not the City of Stevens Point.

There is a cost sharing agreement between the City and Town and the City is definitely willing to work with them on some repairs.

Scott

Scott Beduhn
Director of Public Works
City of Stevens Point, WI
Office: 715-346-1561

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: noreply@civicplus.com
Date: 3/26/19 4:42 PM (GMT-06:00)
To: Scott Beduhn <sbeduhn@stevenspoint.com>

Ra 4-2479

MUNICIPAL AGREEMENT
BETWEEN THE TOWN OF HULL AND THE CITY OF STEVENS POINT
(RECONSTRUCTION/MAINTENANCE OF COUNTRY CLUB DRIVE)

AGREEMENT made effective this ____ day of _____,
1985, by and between the Town of Hull (the "Town") and the City
of Stevens Point (the "City"), all of Portage County, Wisconsin;

WHEREAS, the Town is the owner of a portion of that
certain road known as "Country Club Drive", as the same is
situated in the Town and more fully described in Exhibit "A"
attached hereto (the "Road"); and,

WHEREAS, the Road is a vehicular servicing artery to
one of the City's industrial parks; and,

WHEREAS, in the interest of the health, safety and
welfare of the public, the Town and the City have a common
interest in the ongoing condition and maintenance of the Road;

NOW, THEREFORE, in consideration of the respective and
mutual covenants and promises herein contained, the parties
agree as follows:

1. The City, at its cost, shall provide
engineering work, design and construction specifications
and material lists, and such other information necessary
to allow the Town to secure the lowest responsible
competitive bid for reconstruction, labor and materials
in reworking and upgrading the Road to a standard
mutually acceptable to the Town and the City. No bid
for such reconstruction, labor and materials shall be
binding on either party hereto unless the same has been
approved by each of the parties or their designated
representatives.

2. Unless otherwise agreed by the parties in writing, the Road shall be reconstructed in the manner provided above prior to December 31, 1985. During the period of reconstruction, the City, at its cost, shall provide construction engineering and supervisory work, and the City shall have full authority on behalf of both parties hereto to accept or reject any reconstruction work or materials provided for such reconstruction by third parties.

3. Any modifications, amendments, additions or deletions to an accepted bid proposal for the road reconstruction shall not be binding on either party unless the same has been approved by both parties or their designated representatives.

4. The parties agree that the road reconstruction costs shall be born 30% by the Town, and 70% by the City (the "Formula"). Notwithstanding the Formula, the City shall bear the road reconstruction engineering and supervisory costs as stated above and the Town shall be fully responsible for all Road related costs prior to the date of this Agreement. In addition, the Town shall contribute the applicable road aids, if any, received by the Town from the State of Wisconsin for the Road in 1985 and the value of any credit given for the use or reuse of existing Road materials by third parties prior to the reconstruction work herein provided to the cost of such reconstruction work before application of the Formula.

5. Until detached from the Town by appropriate annexation proceedings, ownership of the Road shall remain with the Town and the Town shall be entitled to any and all applicable State road aids. So long as the Town owns the Road, all rights of eminent domain in respect to lands abutting the Road shall remain with the Town.

6. From and after completion of the Road reconstruction work, routine minor maintenance shall be performed by the Town and subject to payment by both parties pursuant to the Formula upon presentation of invoices from the Town to the City for the same. Major maintenance (defined as any single repair exceeding \$1,000.00 or more of the Road) shall be performed by third parties (including the Town or City) pursuant to a competitive bid process requiring approvals of both Town and City, with costs of major maintenance to be paid pursuant to the Formula by both parties. Notwithstanding the foregoing, (i) the Town shall contribute during each calendar year any state aids received for the Road for minor and major maintenance work before application of the Formula; (ii) the Town, per Formula shall maintain non-asphalt portions of road shoulders, necessary stripings of paved portions and traffic control signs; and the City, per Formula, shall maintain catch basins.

7. In the event any portion of the Road is annexed to the City within two years following the date of this Agreement, all Town costs paid pursuant to the Formula shall be refunded to the Town by the City for the applicable portion of the Road so annexed.

8. During the term of this Agreement, neither party will post weight limits on the Road without the consent of the other.

9. In respect to the 1985 reconstruction work on the Road pursuant to this Agreement, the City shall be responsible for and pay the same in its entirety; the Town shall reimburse the City for its applicable portion of such reconstruction work pursuant to the Formula by a payment to the City for its share on or before April 1, 1986. Such deferred payment to the City shall be without interest.

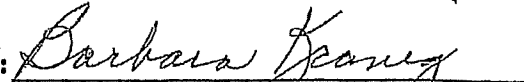
10. Notwithstanding anything contained herein to the contrary, the City agrees that during the term hereof it shall provide for snow removal on the Road at its sole cost, and the Town agrees to provide for snow removal on such portion of "Carol's Lane" as is situated in the City east of Country Club Drive and west of the U.S. Highway 51 beltline at its sole cost.

11. This Agreement shall not be altered or amended except by a subsequent written agreement of the parties hereto. This Agreement may be terminated by the mutual agreement of the parties or at such time as all lands abutting the Road have been annexed to the City.

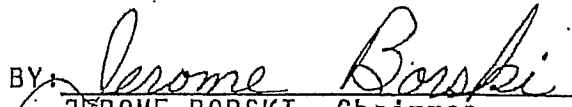
IN WITNESS WHEREOF, the parties have signed this Agreement by their authorized officials.

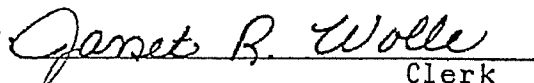
CITY OF STEVENS POINT

BY: 
MICHAEL D. HABERMAN, Mayor

ATTEST: 
Clerk

TOWN OF HULL

BY: 
JEROME BORSKI, Chairman

ATTEST: 
Clerk

12. This agreement shall terminate upon annexation of the road area to the City of Stevens Point or as otherwise provided in this agreement.

13. In the event of a dispute between the parties, it is agreed that the same shall be settled by arbitration pursuant to the rules of the American Arbitrators Association.

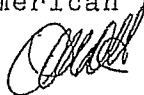


EXHIBIT A

That portion of Country Club Drive situated in the Town of Hull, Portage County, Wisconsin, bounded by a southerly perimeter which is 150 feet South of the centerline of Carol's Lane and North to the southerly end of the Highway 10 intersection reconstruction.

AGREEMENT FOR UTILITY EASEMENT

AGREEMENT made effective this _____ day of October, 1985, by and between the Town of Hull, a Wisconsin municipal organization situated in Portage County, Wisconsin (the "Town") and the City of Stevens Point, a Wisconsin municipal corporation situated in Portage County, Wisconsin (the "City").

WHEREAS, the Town is the owner of a certain segment of public road situated in the Town known as Country Club Drive as the same is bounded on the north by the north right-of-way line of Carol's Lane and on the south by the northerly corporate limits of the City (the "Road"); and

WHEREAS, heretofore by order of the Public Service Commission of Wisconsin dated May 27, 1970, the City was authorized to install water mains in a portion of the Road; and

WHEREAS, the City desires to install sanitary sewer mains underground of the Town's Road; and

WHEREAS, the Town is willing to allow the installation of such sanitary sewer mains underground of its Road on the terms and conditions herein contained;

NOW, THEREFORE, for a good and valuable consideration the receipt of which is acknowledged by each of the parties hereto and upon the terms, conditions and agreements herein contained, the parties agree as follows:

1. The City may install sanitary sewer mains together with attendant equipment and structures (including, but not limited to, catch basins and dry wells) within the Road at its cost on the condition that the Road and the land within the Road's right-of-way be restored to substantially the same condition as it existed prior to the time of making the installation, or as to such condition as the parties may in writing agree.

2. From and after the completion of the construction and installation of the sanitary sewer mains within the Road, the City agrees to maintain the same at its sole cost and expense, and to keep the condition of the road and the right-of-way adjacent to such Road in substantially the same condition as the same existed prior to any maintenance or repair work by the City.

3. The City agrees to indemnify and hold harmless the Town from all liability and claims relative to the City's installation, construction and current and future maintenance and repair of the City's water main facilities and attendant equipment together with other structures and equipment of the City within the right-of-way of the Road.

4. The parties hereto agree that, from and after the date hereof, this Agreement and the provisions herein shall include and be pertinent to the City's water mains and attendant equipment within the right-of-way of the Road.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved by their respective governing bodies and signed by their authorized officers.

TOWN OF HULL

BY: Jerome Borski
JEROME BORSKI, CHAIRMAN

ATTEST: Janet R. Wolle
JANET R. WOLLE, CLERK

CITY OF STEVENS POINT

BY: Michael D. Haberman
MICHAEL D HABERMAN, MAYOR

ATTEST: Barbara Kranig
BARBARA KRANIG, CLERK

TOWN OF HULL - COUNTRY CLUB DRIVE RECONDITION PROJECT
CAROL'S LANE TO CITY LIMITS
PRELIMINARY CONSTRUCTION / PROJECT COST ESTIMATE

CONTRACTOR-RECONDITION ROADWAY-PULVERIZE AND RELAY EXISTING PAVEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	10,000.00	\$10,000
2	TRAFFIC CONTROL	1	LS	2,000.00	\$2,000
3	EROSION CONTROL	1	LS	2,000.00	\$2,000
4	CLEARING AND GRUBBING	1	LS	1,000.00	\$1,000
5	COMMON EXCAVATION (EX SHOULDERS)	1	LS	5,000.00	\$5,000
6	ADJUST MANHOLES & INLETS	4	EACH	300.00	\$1,200
7	PULVERIZE AND RELAY EX PAVEMENT	6,300	SY	1.50	\$9,450
8	SAWING EXISTING PAVEMENT	325	LF	4.00	\$1,300
9	TOPSOIL/SEED/FERTILIZE/MULCH	2,000	SY	3.00	\$6,000
10	HMA PAVEMENT	1,500	TON	70.00	\$105,000
11	DRIVEWAY REMOVAL/PAVE	1	LS	20,000.00	\$20,000
12	BASE AGG DENSE 3/4" - SHOULDERS	200	TON	20.00	\$4,000
13	PAVEMENT MARKING	4,000	LF	0.50	\$2,000
ASSUMPTIONS:		SUBTOTAL			\$168,950
1. 12' TRAFFIC LANES / 4' SHOULDERS (3'PAVED)		MISC & CONTINGENCY 15.00%			\$25,343
2. 4" HMA / SALVAGED PULVERIZED MATERIAL		CONSTRUCTION COST ESTIMATE			\$194,000
3. NO GRADING / DITCH WORK		DESIGN ENGINEERING 8.00%			\$16,000
4. PROJECT LENGTH = 0.32 MILES, 1700 LF		R/W COSTS			\$0
5. PERMANENT SIGNING BY TOWN		UTILITY ADJ/RELOC COSTS			\$0
6. NO R/W COSTS		CONSTR. ENGINEERING 6.00%			\$12,000
7. NO UTILITY ADJUST/RELOCATE COSTS		TOTAL PROJECT			
5/8/2019 - Gremmer		PRELIMINARY COST ESTIMATE			\$222,000