

**AGENDA**  
**PUBLIC WORK'S COMMITTEE MEETING**  
**Wednesday, March 15, 2017**  
**5:30 P.M., Allouez Village Hall**

**NOTICE IS HEREBY GIVEN THAT ACTION BY THE COMMITTEE MAY BE TAKEN ON ANY OF THE ITEMS WHICH ARE DESCRIBED IN THIS AGENDA. ACTION TAKEN WOULD BE TO MAKE RECOMMENDATIONS TO VILLAGE BOARD FOR THEIR APPROVAL**

1. MODIFY/ADOPT AGENDA
2. APPROVE MINUTES from the February 15, 2016 meeting.

**OLD BUSINESS:**

3. DISCUSSION/ACTION: NORTH RIVERSIDE DRIVE PEDESTRIAN CROSSING (DPW Berndt).

**NEW BUSINESS:**

4. DISCUSSION/ACTION: RECONSTRUCTION PROJECT BID AWARD AND PROJECT BORROWING (DPW Berndt).
5. DISCUSSION/ACTION: PURCHASE OF TRUCK #42 REPLACEMENT (DPW Berndt).
6. DISCUSSION/ACTION: SIDEWALK SNOWPLOWING POLICY (C. Matuszek)
7. DISCUSSION/ACTION: PRELIMINARY CONSTRUCTION COSTS FOR SIDEWALK PLAN (C. Matuszek).
8. DISCUSSION/ACTION: EMERGENCY SERVICES AGREEMENT WITH BROWN COUNTY (DPW Berndt).

**DISCUSSION:**

9. ADJOURNMENT

NOTE: It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above noticed meeting to gather information; no action will be taken by any governmental body at the above noticed meeting other than the governmental body specifically referred to above in this notice.

**MINUTES**  
**PUBLIC WORK'S COMMITTEE MEETING**  
**Wednesday, February 15, 2017**  
**5:30 P.M., Allouez Village Hall**

*Present: Jim Rafter, Rick King, Jim Genrich, Lynn Green, Craig Berndt, and  
Brad Lange.*

*Excused: Clarence Matuszek*

1. MODIFY/ADOPT AGENDA

*Green/Genrich moved to approve the agenda with the following modification;  
item 9 will be new 5(a). and agenda numbers 8 and 10 be postponed until the  
next Public Works meeting.*

*All ayes*

2. APPROVE MINUTES from the January 11, 2016 meeting.

*King/Rafter moved to approve the January 11, 2017 minutes. All ayes*

**OLD BUSINESS:**

3. DISCUSSION/ACTION: NORTH RIVERSIDE DRIVE PEDESTRIAN  
CROSSING (DPW Berndt).

*Discussion: Berndt shared with the committee his recent meeting with the  
WiDOT regarding the location of the north crossing. It is recommended by the  
WiDOT to place the north crossing near Marine Street. Berndt recommended  
using Mead & Hunt to do the preliminary engineering work since they are doing  
the south crossing on Riverside Drive and are experienced in working with  
WisDOT requirements. The preliminary engineering will be about \$5,000 and  
can be paid for out of the engineering department budget. Berndt also explained  
that we will still need to go through the process of meeting all the warrants such  
as foot traffic of 20 persons an hour, and the design phase of the project. Berndt  
also recommended considering use of the allocated funds for the south crossing  
for engineering for the north crossing given that WisDOT is likely to fund the  
south crossing.*

*Motion by Genrich, second by King "to recommend to the village board  
proceeding with Mead & Hunt and to invite them to the next Public Works  
Meeting." All ayes*

4. DISCUSSION/ACTION: WEBSTER SRTS PROJECT UPDATE (DPW  
Berndt).

*Discussion: Berndt gave an update on the Safe Routes to School project which included the need for approval of the temporary easement plats by the village board, use of an independent DOT approved firm to negotiate procurement of all easements, and the bid date of the project has been moved back to January 2018 with completion of the project in 2018. The next public information meeting with likely take place in May/June 2017. The project construction will be coordinated with Webster School summer vacation if possible. No action is required by the committee at this time.*

5. DISCUSSION/ACTION: BOWERS LATERAL INSURANCE CLAIM RESPONSE (DPW Berndt).

*Discussion: Berndt explained that in 2 cases the village participated in reimbursing residents for part of the cost of a sanitary lateral replacement (Quincy Court and Mission Road). In both cases the village was in part responsible for the significant cost of the new laterals because of a failed backlot sewer or long laterals needed to reach a sanitary sewer because a sewer was not available near the homes. The residents were not the cause of the increased cost.*

*The Bower claim is a maintenance issue on a private lateral and not a village caused situation. Maintenance of a lateral is the responsibility of the homeowner per village policy. The Bower lateral is apparently defective allowing tree roots to enter and plug the lateral. Though a previous repair was completed by Bower, it required a second repair which was to replace the lateral on private property. The tree, which the village is planning to remove this summer at its cost, is not the cause of the failure. It is the lateral failure that allowed the root growth. The village televised the public side of the lateral and did not find it defective. If during televising that it is determined that the public side is defective, then the village would pay for the repair cost of the public side.*

*Committee members stated they wished they could participate in the cost, but would be setting precedent for future replacement of private laterals when maintenance is required.*

*Mr. Bower asked for village sharing in the replacement cost.*

*The village's insurance carrier also denied the insurance claim for lateral replacement.*

*Motion by Green, second by Genrich "to recommend to the village board to stick to village policy and not reimburse Mr. Bower." All ayes*

5.a. Formerly agenda item 9. DISCUSSION/ACTION: T. GISZACK REQUEST FOR SIGNAGE ON WEBSTER AVENUE FOR RESIDENTS SHOVELING SNOW.

*Discussion was held on Mr. Giszack's request for signage on Webster Ave. during snow removal by the residents. Berndt had contacted Brown County Highway Public Works Director and was informed that any signage would have to follow the Federal Highway MUTCD code. Other options might include widening the existing sidewalks for better access and room to work, and perhaps the village performing the snowplowing.*

*It was also discussed that public announcements we can do will help bring awareness.*

*No action was proposed on this topic as there are no simple solutions.*

**NEW BUSINESS:**

6. DISCUSSION/ACTION: 2016 STORMWATER ANNUAL REPORT (DPW Berndt).

*Berndt gave an update on the annual report. The village storm water ordinances for construction site erosion control and for post-construction stormwater management have been updated and noted in the report. Two additional stormwater treatment ponds have been identified on Riverside Drive and will be part of the reconstruction of Riverside Drive in the future. An update of the current stormwater management plan will be done shortly. This update is to incorporate any changes resulting from the Fox River TMDL.*

*Motion by Genrich, second by King to "recommend to the village board approval of the 2016 Stormwater Annual Report." All ayes.*

7. DISCUSSION/ACTION: BROWN COUNTY HIGHWAY DEPT DRAFT CONTRACT FOR JOINT PROJECTS (DPW Berndt).

*Berndt provided an update on the negotiations that have taken place with Brown County and the area public works directors. See attached memo.*

*It was suggested that Berndt include sidewalks as a negotiated item per project and to include this in the draft agreement. This request will be sent to Brown County.*

8. DISCUSSION/ACTION: DISCUSSION ON SIDEWALK SNOWPLOWING POLICY (C. Matuszek)

*Moved to the next Public Works Committee meeting*

9. DISCUSSION/ACTION: T. GISZACK REQUEST FOR SIGNAGE ON WEBSTER AVENUE FOR RESIDENTS SHOVELING SNOW (Administrator Lange).

*Moved to agenda item 5(a)*

10. DISCUSSION/ACTION: PRELIMINARY CONSTRUCTION COSTS FOR SIDEWALK PLAN (C. Matuszek).

*Moved to the next Public Works Committee meeting*

**DISCUSSION:**

11. DISCUSSION: CBCWA LETTER TO GREEN BAY WATER DEPT (DPW Berndt).

*Provided for information purposes.*

12. ADJOURNMENT

*Motion by King, second by Rafter to adjourn at 6:38pm. All ayes*

Minutes by B. Lange and C. Berndt, February 27, 2017

## Craig Berndt

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**From:** Chris Rossmiller <Christopher.Rossmiller@meadhunt.com>  
**Sent:** Friday, March 03, 2017 3:31 PM  
**To:** Craig Berndt  
**Subject:** RE: Riverside North Crossing  
**Attachments:** Letter\_Proposal - VOA 030317.pdf

Craig,

My apologies on the time it's taken to get this back to you, I've been out of the office since Monday afternoon this week. I did get a chance to talk with Bob regarding a warrant evaluation near the Marine Street intersection. Bob noted the following:

- WisDOT would be reviewing the design from a permitting aspect only, they will not be providing support for a warrants evaluation.
- Since the crossing does not exist today, a warrant evaluation cannot be done at this time and a hybrid crossing cannot be installed without a warrant analysis. This will limit the options at this location to a standard flashing beacon or a rapid flashing beacon.
- He added the Village could proceed how they choose, but his suggestion was to hold on a pedestrian count at this time. After the crossing and connection are constructed, it can be monitored operationally and a warrant evaluation could be completed prior to the reconstruction project if increased usage is noted. If the crossing meets warrants at that time, a hybrid signal could be considered. If a hybrid signal were installed as part of the reconstruct project, the RFB or standard beacon equipment could be salvaged and returned to the Village to be utilized elsewhere within the Village.

Based on his comments, I left out the coordination related to the warrants analysis task at this time from the proposal. If you'd still like to proceed with this task, please let me know.

Please review and let me know your thoughts.

Thank you

### **Christopher Rossmiller P.E. | Project Manager, Transportation**

Mead & Hunt, Inc | M & H Architecture, Inc | 1345B North Road | Green Bay, WI, 54313

Main: 920-496-0500 | Direct: 920-593-6842 | Mobile: 920-634-8683

[christopher.rossmiller@meadhunt.com](mailto:christopher.rossmiller@meadhunt.com) | [www.meadhunt.com](http://www.meadhunt.com)

[LinkedIn](#) | [Twitter](#) | [Careers Twitter](#) | [Facebook](#) | [Mead & Hunt Insights](#) | [YouTube](#)

Need to send an attachment too large for email? Please use the following link.

[Newforma Info Exchange](#)

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**From:** Craig Berndt [mailto:Craig@villageofallouez.com]  
**Sent:** Friday, February 24, 2017 10:42 AM  
**To:** Chris Rossmiller <Christopher.Rossmiller@meadhunt.com>  
**Subject:** RE: Riverside North Crossing

Well check with Bob but he will probably say that you should do the field data work. If he wants you to do it then add it in. Thanks, Craig

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

RIVERSIDE DRIVE PEDESTRIAN CROSSINGS MEETING with WisDOT  
January 25, 2017

Present: Bob Schuurmans, Chris Blazek, WisDOT; Jeff Piette, Craig Berndt, Allouez; Chris Rossmiller, Mead & Hunt.

This meeting was to discuss the funding option for the south Riverside Drive pedestrian crossing, and the path forward for a possible north Riverside Drive crossing.

### South Pedestrian Crossing Funding

WisDOT feels that funding will be available for the south crossing equipment and installation due to less DOT work in 2018. Allouez would have to wait until August for the crossing installation but WisDOT would take over the project and complete the construction based on the engineering plans we have prepared.

Bob feels this is a fairly certain funding option, and we agreed to proceed on this basis. The final construction plans will be based on this option. We will still need to acquire the two property easements before construction.

A second advantage (construction cost savings is first) is any future modifications or heaven forbid removal of the Hawk signal becomes necessary village funds were not spent on the project.

### North Pedestrian Crossing Project

The north pedestrian crossing project was discussed and some suggestions were made by DOT.

WisDOT feels the pedestrian crossing is best located north of Marine Street at the village boundary due to the lower 25 mph speed limit, and the proximity to Marine Street and the Fox River trail. Pedestrian usage might be the highest at this location.

Options for the north crosswalk signaling include:

1. Basic crossing with yellow flashing signals at the curb. Signals flash 24x7 and may be a concern to residents living adjacent to crossing. Simple DOT permit because no pedestrian count needed. Lowest construction cost option for the village.
2. Pedestrian crossing using rectangular rapid flashing beacon (RRFB) is an improved safety approach because the beacons are more visible to motorists and flash only when pedestrian are crossing. Easier to obtain DOT permit because does not require warrants (pedestrian count). Construction cost is somewhat less than but close to a HAWK signal.

3. Hybrid beacon (HAWK) pedestrian crossing is the best safety approach but requires meeting warrants (ie pedestrian count of 20 people or more per hour). It is the highest construction cost, and DOT approval requires final design drawings and detailed review to obtain the DOT permit. The pedestrian count must be done before proceeding with this option.

Given that the traffic speed is 25 mph at the north location compared to 35 mph at the south location, and DOT permitting is easier and construction cost is lower, the RRFB is attractive for the Marine Street north pedestrian crossing.

However, the use of two different pedestrian crossing signals, the south being a HAWK and the north a RRFB, may be confusing for motorists. Add to this that stoplights will also be on this route. So this is a good reason for a north HAWK signal.

The next step is to engage Mead & Hunt to evaluate the WisDOT requirements for the north HAWK, the design concept at this location, and the plan for the warrants determination. I think it is necessary for the consultant to complete this in conjunction with WisDOT. The cost is \$5,000 for this initial development task.

The initial planning cost and the subsequent final engineering cost could be funded by the funds set aside for the two hybrid signals especially considering that the DOT should be funding the south signal installation.

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## Department of Public Works

### PURCHASE OF REPLACEMENT TRUCK FOR #42 PLOW TRUCK

This is a 2017 budgeted purchase to replace #42 Peterbilt plow truck that was purchased in 2001. This truck will have 17 years of operation by the time it is replaced later this year. This is a large wing plow truck for primary duty of snowplowing and hauling (leaf bales, brush). The normal service is 12 years for a truck in this duty, but we have been able to extend it.

Quotations were received from two truck chassis suppliers and one supplier for the dump body, plow and controls. The quotes are available if desired.

The total cost for the Western Star truck chassis including the Truck Equipment dump box/plow with wing/control system is \$181,370. There will be some additional cost (\$500) for rustproofing after truck delivery.

The Peterbilt truck and body is \$182,585 including the Peterbilt truck chassis and the Truck Equipment dump box/plow with wing/control system.

Allouez has several Peterbilt trucks and one Western Star in the Street Department fleet.

The budgeted cost for this truck is \$195,000 less the old truck sale. The old truck will be sold thru the municipal equipment auction service after the replacement truck is put into the village fleet. It should bring more than \$25,000 thru the auction sale.

It is recommended that the low bid of \$181,370 for the Western Star truck be purchased.

C. Berndt  
March 10, 2017

# VILLAGE OF ALLOUEZ

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## Department of Public Works

### SOME THOUGHTS REGARDING SIDEWALKS IN ALLOUEZ

These are some considerations in regard to discussion on sidewalks.

#### Addition of New Sidewalks in the Village

1. A public benefit sidewalk (Greene Avenue is example); ie, school routes, high volume routes, public purpose routes, and other public benefit routes can be provided by the village board with no assessment to property owners. This has been a village ordinance for about 10 years.
2. Proposed sidewalks in the draft bike and pedestrian plan are selected routes that will provide walking routes across the village. They are planned to be included in future street reconstruction and maintenance projects to minimize the construction costs. Some of these routes will be school routes, and others might be considered high volume routes or public benefit routes.
3. There is a strong state and federal initiative to provide more pedestrian and bike routes in communities to promote walking and biking. Also, to provide equal facilities for these users compared to automobiles.

#### Snowplowing of Sidewalks

1. School routes have always been plowed by the village, except for the recent change wherein the school district plows the sidewalks fronting the schools.
2. The village must plow sidewalks on municipal properties, and plow the sidewalks adjacent to county and state roads. This is a requirement per agreement with the county and state.
3. The sidewalk clearing policy that we now have does work and it has taken years to get to this point. There may be an addition we can make to clarify a point. For example, we could state school routes are plowed by the village.
4. Webster Avenue requires village plowing after snowstorms because it is just too much for residents.

#### Summary

1. The village will always need to plow some sidewalks (school routes, roundabouts, Riverside, Webster).

2. These are some points to consider in this dialogue of sidewalks. This will need to be further evaluated and developed.

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## Department of Public Works

### SIDEWALK SNOWPLOWING

This summary is in regard to the question of increasing sidewalk snowplowing, perhaps returning to the sidewalk snowplowing approach of more than five years ago.

#### Legislative and Legal Responsibility for Sidewalk Clearing

A municipality with sidewalks is legally responsible for ensuring that sidewalks are clear of snow and ice, and bears legal responsibility for personal injury due to slipping on snow and ice. The adjacent property owner is usually required by municipal ordinance to clear their sidewalk but the municipality is still the responsible party for personal injury. To minimize the risk to a municipality, a municipality develops and administers a sidewalk clearing policy to minimize incidents of personal injury.

#### Current Village Sidewalk Snowplowing Policy

Attached is the current village policy regarding clearing sidewalks of snow and ice.

The Allouez policy is similar to DePere (city plows Webster Avenue during larger storm events) and Green Bay (plow commercial sidewalks downtown when street plows are operating). However, Green Bay will clear a residents snow covered sidewalk with no notice (and charge for it). Allouez allows 48 hours to clear a sidewalk.

The intent of the Allouez policy is as follows:

1. Assist residents on Allouez and Webster Avenue due to excess snow from county snowplowing on these county roads.
2. Improve sidewalk snow and ice removal (sidewalks are shoveled better by residents) by requiring residents to begin clearing sidewalks of snow and ice rather than the village being the sole party clearing sidewalks.
3. Reduce this village operating cost, especially because sidewalk snowplowing was being done on overtime hours same as street plowing. The cost was over \$30,000 per year.

#### Village Plowing of Sidewalks

It is important to understand the sidewalk snowplowing performance if additional plowing is considered.

1. When the Village plows sidewalks about ¾-inch to 1-inch of snow remains and cannot be cleared by our equipment. This residual continues to build-up with more plowing. If residents shovel after village plowing (as required by ordinance) this is usually removed.
2. When the Village plows a snow tire track is compacted and remains. This also accumulates over time and is difficult to remove.
3. Plowing on Webster Avenue cannot clear the sidewalk full width because the snowbanks collapse back onto the plowed walk. This becomes worse with more snow.

In summary, Village sidewalk snowplowing only does a rough job of sidewalk clearing and requires residents to shovel the remaining snow. If the expectation is that more Village plowing will improve snow removal that will probably not be the case.

#### Sidewalk Snowplowing Cost

Back in 2006 and 2007 the sidewalk snowplowing cost was very high—over \$30,000 per year due to the frequency of plowing and the amount of overtime.

For 2013 the amount of sidewalk snowplowing was \$11,000 based on 200 total hours of plowing (about 14 snow events). 2012 was 75 hours of plowing (5 events) which is a \$5,000 cost. A typical winter usually results in 12 sidewalk plowing events.

To add sidewalk plowing for all snow events would likely add 8 to 12 additional events. This is a cost range of \$14,000 to \$22,000 based on 14 hours of sidewalk plowing per event (about \$1,750 per event).

#### Summary

The current policy is intended to both improve sidewalk clearing because residents can do a better job than the Village, and to reduce the Village operating cost.

It is felt that most residents do not clear sidewalks after Village plowing. Many residents do not shovel their sidewalk after a minor snowstorm. This will not improve if the Village increases plowing. It might improve if the current policy remains in force.

The cost to add plowing for all events is likely to add \$14,000 to \$22,000 to the annual snow and ice budget.

C. Berndt, January 2015

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## Department of Public Works

### ALLOUEZ SIDEWALK SNOWPLOWING POLICY

September 1, 2012

#### Allouez Sidewalk Snow and Ice Removal Policy

1. *Allouez residents must shovel their sidewalk after all snowstorms, and maintain their sidewalk clear of snow and ice--even if the sidewalk is first plowed by the Village such as after a major snowstorm of 6-inches or more. Residents have 48 hours after a snowstorm to complete sidewalk shoveling and clearing.*
2. *Property owners on Webster Avenue and Allouez Avenue must shovel after light snowfalls (when the weather bureau reports less than a 3-inch snowfall). The Village may plow if there is significant snow buildup due to street plowing, or heavy wet snow, or severe icing.*
3. *Because Brown County frequently plows large amounts of snow onto Webster Avenue and Allouez Avenue sidewalks, the Village will plow these sidewalks when the weather bureau reports a snowfall of 3-inches or more. Allouez sidewalk plowing on Webster and Allouez Avenue will be done after Brown County finishes street plowing--to minimize the need for repeated shoveling by residents.*
4. *The Village will plow all main sidewalks including Libal Street, Webster Avenue, Allouez Avenue, Hoffman Road, Riverside Drive and primary school routes after major snowstorms of 6" snowfall or more. Property owners must shovel after Village sidewalk snowplowing to maintain their sidewalk clear.*
5. *The Village plows the roundabouts, municipal properties, and school routes after each snowfall. The schools plow the sidewalks fronting their facilities.*

#### Sidewalk Clearing Notice to Property Owners

Property owners will be notified via a letter placed in the rear door of a household if snow shoveling or ice removal does not comply with Village policy. This will be at 48 hours after a storm event, with 48 hours allowed for compliance.

**Non-Compliance Penalty**

The Village of Allouez Policy for Sidewalk Clearing Charge for Non-Compliance is as follows:

1 <sup>st</sup> Notice	\$50 per lot (up to 100 ft) plus \$10 per each 100 ft
2 <sup>nd</sup> Notice	Two times the 1 <sup>st</sup> Non-Compliance Charge
3 <sup>rd</sup> Notice	Three times the 1 <sup>st</sup> Non-Compliance Charge plus Citation for Violation of Sidewalk Clearing Ordinance 3.21

- C. Sidewalks abutting property located in a business or commercial zone may be extended to the curb where concrete curbing has been installed subject to approval by the Village. Such sidewalk extension shall be only of concrete and constructed in accordance with Village specifications.

**§ 350-14. Sidewalk locations.**

Sidewalks are deemed to be a public improvement. The Village Board of Allouez may order sidewalks to be constructed where none previously existed along any street, irrespective of whether the abutting lands have been improved, wherever in the judgement of the Board the safety and welfare of the public require it.

**§ 350-15. Cost of sidewalk construction.**

- A. New sidewalk construction. For new sidewalk installation on high-volume routes, school routes, public purpose routes and other public benefit routes designated and deemed necessary by the Village Board, the cost thereof shall be paid by the Village. A sidewalk meeting this criteria shall be deemed a public benefit sidewalk.
- B. Repair and maintenance of existing sidewalks. The Village shall pay for the cost of maintaining, reconstructing, removing and repairing existing sidewalks.

**§ 350-16. Construction specifications.**

The Public Works Department shall prepare and maintain the specifications for construction of sidewalks and boulevard pavements and shall make the specifications available to contractors. All sidewalks and boulevard pavements shall be constructed in accordance with these specifications.

**§ 350-17. Boulevards.**

Whenever curbing has been installed and a boulevard provided between the lot line and the curb, such boulevard area shall be improved and maintained by the owner of the premises abutting thereon at such grade and in such condition so as to provide adequate drainage of the sidewalks and of the boulevard area and maintain the boulevard in good condition, including mowing and removal of debris.

**§ 350-18. Street and utility improvements.**

- A. Capital improvement planning. The Public Works Department shall prepare and update as necessary a capital improvement plan which shall include recommended street and utility repairs and replacements to ensure properly maintaining the Village infrastructure. Such plan shall be approved by the Village Board and used for Village budgeting and project funding.
- B. Street and utility projects. The Public Works Director shall present to the Village Board the annual street and utility improvements and major capital projects for approval. These recommendations shall be based on the capital projects plan. The annual capital projects may be funded in the annual operating budget and the major utility and street reconstruction projects may be funded by bond issuance. Upon approval of the Board the projects shall be initiated.

ORDINANCE 2007-02

**AN ORDINANCE RESCINDING AND RECREATING SECTION 3.08, COST OF  
SIDEWALK CONSTRUCTION, OF THE MUNICIPAL CODE OF  
ORDINANCES OF THE VILLAGE OF ALLOUEZ, BROWN COUNTY,  
WISCONSIN**

**THE VILLAGE BOARD OF THE VILLAGE OF ALLOUEZ, BROWN COUNTY,  
WISCONSIN, DO ORDAIN THAT SECTION 3.08 COST OF SIDEWALK  
CONSTRUCTION, BE RESCINDED AND RECREATED TO READ AS  
FOLLOWS:**

**SECTION 1. 3.08 COST OF SIDEWALK CONSTRUCTION**

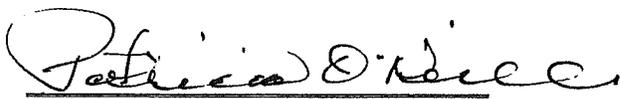
**A. New Sidewalk Construction and Repair and Maintenance of Existing Sidewalks**

For new sidewalk installation on high volume routes, school routes, public purpose routes and other public benefit routes designated and deemed necessary by the Board, including the repair and the replacement of sidewalks, the costs thereof shall be paid one hundred percent (100%) by the Village.

**SECTION 2.** All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

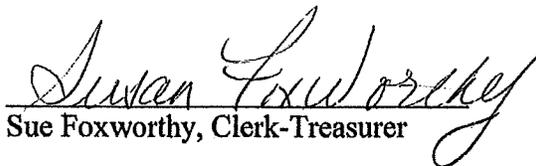
**SECTION 3.** This ordinance shall take effect upon its adoption and publication.

APPROVED AND ADOPTED THIS 6<sup>th</sup> day of February, 2007



Patricia O'Neill, President

ATTEST:

  
Sue Foxworthy, Clerk-Treasurer

Published 2-14-07

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
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## Department of Public Works

### PRELIMINARY ESTIMATED COST OF SIDEWALKS

#### Pedestrian Sidewalk Plan for Village

The following is a preliminary construction cost estimated for the construction of sidewalks according to the pedestrian plan developed for the village. The sidewalks are as shown on the attached draft pedestrian plan.

The sidewalk construction cost is based on the preliminary construction costs developed for the Webster SRTS project. This estimate includes sidewalks (4" sidewalks), driveway aprons, driveway sidewalk sections (6" slabs), and restoration of the sites.

The cost is based on 2017 construction costs. Inflation will result in a 2-3% cost increase annually.

The estimated construction cost ranges from \$1.4 to \$1.9 million for the sidewalks shown in the draft plan excluding the Hwy 172 trail. The range of costs is presented because of the preliminary nature of the cost estimate and the variability that will be experienced from street to street depending on the design details.

Some of these sidewalks would be constructed as part of street and utility reconstruction projects. Many would be stand-alone projects as well.

The sidewalk construction presented in this plan will probably require 20 years to complete.

If the estimated cost is spread evenly over the 20-year period, the annual cost would range from \$70,000 to \$95,000 per year.

If the proposed trail along Hwy 172 from Webster to East River Drive is added to the project (though WisDOT may not grant access to the right-of-way), the additional cost is estimated at \$450,000 to \$600,000. If fundable (beyond scope of this memo to determine) the local cost share may range from \$100,000 to \$150,000.

C. Berndt  
March 7, 2017

# Existing and Proposed Pedestrian Facilities

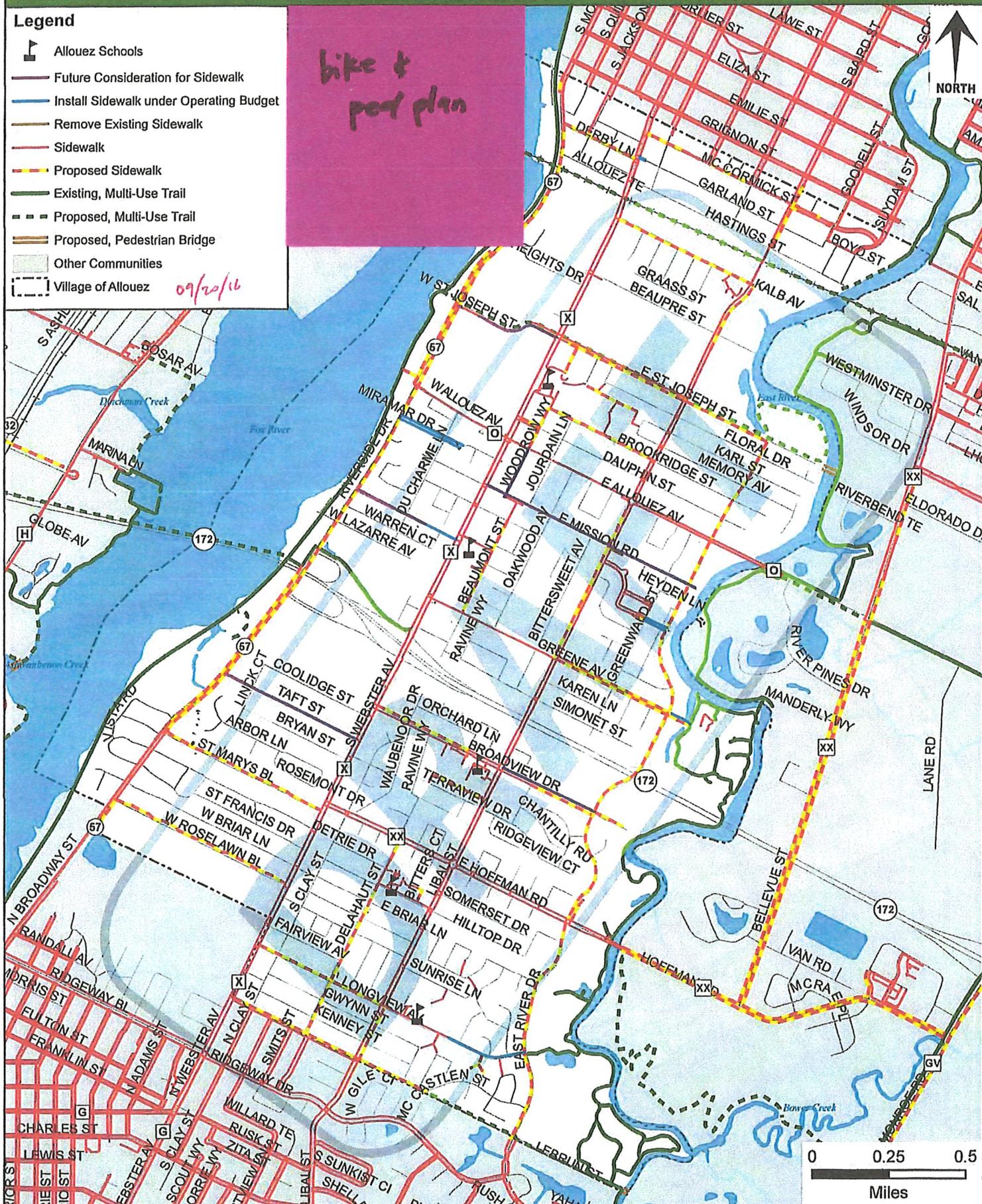
Village of Allouez, WI

## Legend

- Allouez Schools
- Future Consideration for Sidewalk
- Install Sidewalk under Operating Budget
- Remove Existing Sidewalk
- Sidewalk
- Proposed Sidewalk
- Existing, Multi-Use Trail
- Proposed, Multi-Use Trail
- Proposed, Pedestrian Bridge
- Other Communities
- Village of Allouez

09/20/16

bike & ped plan



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## Department of Public Works

### 2017 STREET AND UTILITY RECONSTRUCTION PROJECT BID AWARD

Attached is the bid tabulation for the 2017 Street and Utility Reconstruction Project.

The low bid is David Tenor Construction at a bid cost of \$2,313,254.35. The pre-bid cost estimate for construction only was approximately \$2.6 million.

This bid cost includes the scope of work added for the sidewalk on East St. Joseph, West Longview Avenue, and the Green Isle Park entrance which is a total added cost of \$147,646.20.

It is recommended that the project award be made to David Tenor Construction. This firm has successfully completed a couple major projects for the village.

C. Berndt  
March 10, 2017

**Village of Allouez  
Contract AL 2017 - 01  
Street and Utility Reconstruction Project**

**CONTRACT AL 2017 - 01**

BID OPENING March 9th, 2017 Thursday 10:30 a.m.	1	2	3	4	5	6	7	8	PTS
	David Tenor Corporation LOW	Domer, Inc.	De Groot, Inc.	Krucek	Advance	Feaker & Sons	Jossart Brothers, Inc		
St. Joseph Street	\$454,876.70	\$500,559.45	\$517,793.67	\$524,563.45	\$510,952.84	\$528,921.16	\$592,129.00	\$557,604.68	
Jourdain Lane	\$109,860.25	\$125,549.65	\$127,270.47	\$123,254.25	\$126,575.76	\$124,005.25	\$125,921.05	\$134,915.28	
Du Charme Lane	\$242,767.80	\$262,709.40	\$266,972.23	\$268,434.25	\$266,114.78	\$269,987.51	\$276,126.60	\$284,859.25	
Bryan Street	\$626,304.00	\$679,169.90	\$702,868.55	\$689,004.70	\$717,055.34	\$720,891.40	\$751,046.50	\$798,091.31	
Detrie Drive	\$360,980.75	\$394,586.80	\$403,458.42	\$403,601.25	\$409,087.64	\$416,415.05	\$433,388.50	\$433,856.05	
Longview Avenue	\$455,351.05	\$519,963.80	\$508,292.66	\$513,523.00	\$522,981.22	\$518,832.10	\$530,936.00	\$548,413.22	
Green Isle Park Entrance	\$63,113.80	\$65,045.00	\$66,683.80	\$90,890.00	\$67,315.00	\$64,190.00	\$85,855.00	\$67,083.00	
<b>TOTAL CONSTRUCTION BID</b>	<b>\$2,313,254.35</b>	<b>\$2,547,584.00</b>	<b>\$2,593,339.80</b>	<b>\$2,613,270.90</b>	<b>\$2,640,082.58</b>	<b>\$2,643,242.47</b>	<b>\$2,775,402.65</b>	<b>\$2,824,822.79</b>	

**CONTRACT AL 2017 - 01 ALTERNATE BID**

ALTERNATE BID	ALTERNATE BID	ALTERNATE BID	ALTERNATE BID	ALTERNATE BID	ALTERNATE BID	ALTERNATE BID	ALTERNATE BID	ALTERNATE BID	ALTERNATE BID
St. Joseph Street Alternate Bid (Private SAN Laterals)	\$81,350.00	\$74,125.00	\$76,092.70	\$80,275.00	\$72,500.00	\$76,350.00	\$86,350.00	\$89,500.00	
Jourdain Lane Alternate Bid (Private SAN Laterals)	\$24,560.00	\$21,560.00	\$22,301.32	\$23,190.00	\$21,100.00	\$21,940.00	\$25,700.00	\$26,880.00	
Du Charme Lane Alternate Bid (Private SAN Lateral)	\$32,720.00	\$31,525.00	\$32,479.64	\$33,975.00	\$30,900.00	\$31,850.00	\$38,250.00	\$39,740.00	
Bryan Street Alternate Bid (Private SAN Lateral)	\$90,720.00	\$89,870.00	\$92,959.21	\$97,560.00	\$87,800.00	\$92,220.00	\$103,900.00	\$99,160.00	
Detrie Drive Alternate Bid (Private SAN Lateral)	\$39,160.00	\$38,390.00	\$39,694.30	\$41,590.00	\$37,500.00	\$39,200.00	\$44,400.00	\$42,080.00	
Longview Avenue Alternate Bid (Private SAN Lateral)	\$67,950.00	\$63,630.00	\$62,757.30	\$68,925.00	\$62,250.00	\$65,350.00	\$74,750.00	\$75,700.00	
<b>TOTAL BID W/ ALTERNATE</b>	<b>\$336,460.00</b>	<b>\$319,100.00</b>	<b>\$326,284.47</b>	<b>\$345,535.00</b>	<b>\$312,050.00</b>	<b>\$326,910.00</b>	<b>\$373,350.00</b>	<b>\$373,060.00</b>	



**DRAFT**

3-10-2017

## BOND BORROWING-RECONSTRUCTION PROJECT 2017

	Estimated Cost
Reconstruction Project Costs (2017)	
Project Bid Cost	\$2,313,224
Deducts (Park \$50K, assessables \$73,851)	<del>(\$123,851)</del>
Engineering Services for Construction	\$170,000
5% Construction Contingency	\$100,000
Record Drawings/GIS completion (2018)	<u>\$25,000</u>
Subtotal	\$2,484,373
(Includes \$97,646 for sidewalk added to project)	
Webster Safe Routes to School Project Construction (2018)	
Local Const Cost Share (20%) plus WisDOT Const Review	\$85,000
(Construction cost = \$375,536; Const engr services = \$25,000)	
Construction A/E Services = \$25,000	<u>\$15,000</u>
Subtotal	\$100,000
Water Utility Water Meter Purchase (2017)	
Purchase 1300 3/4-inch meters/sending units (2017)	\$250,000
(Meters = \$245,700 plus shipping cost)	
Water Standpipe Interior Repair Project	
Engineering Services (2017)	\$10,000
Tank Repair Services (2018)	<u>\$125,000</u>
Subtotal	\$135,000
Libal Street Reconstruction Design Phase-WisDOT Project	
Local Share of WisDOT A/E design services (2018)	\$80,000
Stormwater Pond Dredging Projects	\$50,000 Defer 2019
Ehler Bond Issuance Services	\$17,400
Public Works Projects Bond Borrowing 2017-2018	\$3,066,773

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

### EMERGENCY SERVICES CONTRACT WITH BROWN COUNTY HIGHWAY DEPARTMENT

The proposed services contract with the Brown County Highway Department is attached.

Allouez has not purchased services from Brown County the past 2-3 years. There has been no need to do so.

Brown County has discussed the proposed contract with the metro municipal DPW's and is recommending the contract for emergency services. The reason is that a signed contract for emergency services allows the Brown County DPW to mobilize support services during an emergency without going thru the approval process which would cause delay.

A contract for emergency services will not result in any charges to Allouez unless services and support is requested by the Allouez DPW or other Allouez representative in case of an emergency.

It appears that it is a good idea to proceed with a contract with Brown County for emergency services only. Signing this contract is recommended.

C. Berndt  
March 7, 2017

PUBLIC WORKS DEPARTMENT

*Brown County*

2198 GLENDALE AVENUE  
GREEN BAY, WI 54303  
PHONE (920) 492-4925 FAX (920) 434-4576  
EMAIL: bc\_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.  
DIRECTOR

March 2, 2017

Craig Berndt  
Public Works Director  
Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301

RE: 2018 Municipal Maintenance Agreement

Enclosed please find a 2018 Municipal Maintenance Agreement for your consideration between Village of Allouez and Brown County for winter maintenance (plowing) and other general (summer) maintenance services.

Please return a signed copy of this agreement by **Friday, April 14, 2017**. If we do not receive a returned signed agreement by this deadline, we will assume that your municipality has elected not to enter into an agreement with the County for any services for 2018.

By selecting "Winter Road Maintenance" (Option #1), "General Maintenance" (Option #2), or "On Call Emergency Services Only" (Option #3); the municipality is giving Brown County permission to legally enter the municipality's jurisdiction and complete work, provide mutual aid, or provide emergency services for the municipality. If there is no signed agreement or if "No Agreement" is selected (Option #4), then Brown County will not be able to respond to any municipal requests for maintenance or emergency work.

The following changes have been made to the agreement form since last year:

- In the past, a charge rate equal to 50% above (1.5 multiplier) the standard straight time or overtime pay rate with benefits, machinery, and material costs was applied for on call emergency services under "General Maintenance" (Option #2), or "On Call Emergency Services Only" (Option #3). This multiplier was eliminated and replaced with a \$500 mobilization fee. The change was made to minimize additional costs to the municipality during large scale emergency events.
- The Maintenance Responsibility Section of the agreement has been updated to match the current Brown County Municipal Project Agreement.

Once your signed copy has been reviewed and signed by Brown County, an executed copy of the Agreement will be sent to you for your files.

If you have any questions regarding the 2018 Municipal Agreement, please contact either Heather Rezek at (920) 662-2160 or myself at (920) 662-2152.

Sincerely,

BROWN COUNTY PUBLIC WORKS



Nicholas S. Uitenbroek, P.E.  
Engineering Manager

cc: Town Clerks (Notification Letter Only)

# Brown County

## MUNICIPAL MAINTENANCE AGREEMENT

**Municipality:** Village Of Allouez

**Year:** 2018

**Road Miles:** 54.65

### A. GENERAL

The signatory, Village Of Allouez (Municipality), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to provide general maintenance activities for the 2018 Agreement (starting October 1, 2017 through September 30, 2018), and superseding previous agreements between the Municipality and the County.

The authority for the Municipality to enter into agreements with the County Highway Commissioner is pursuant to Section 83.035 of Wisconsin State Statutes and 6.10 of Brown County Ordinances.

The Municipality agrees to fund 100% of the maintenance work received from the County in accordance with labor, machinery, and material costs invoiced including small tools and administration charges.

The purpose and importance of having this agreement between the County and the Municipality is twofold. First, the Municipality and the County can better set their budgets accordingly for the upcoming year. Second, the County can ensure staff and equipment levels are provided for the upcoming year based on the committed work from the Municipality. A Municipality that utilizes the County for winter maintenance work needs to commit to utilizing the County for summer maintenance work to offset the year-round County expenses of the snowplow operator's salaries and fringe benefit costs.

### B. MAINTENANCE WORK SUMMARY

The municipalities have four options this year for utilizing County services:

1. **Winter Maintenance** (includes general maintenance activities for funding minimum, and as desired by the Municipality, and on call emergency services).

The average plow operator has a yearly salary and fringe benefit of approximately \$75,000. For each plow operator committed to the Municipality for full time plowing during the winter months, the Municipality agrees to utilize the County for enough summer (general) maintenance activities to offset the year-round County expenses for this employee. Therefore, winter maintenance will be in minimal increments of \$75,000 per plow operator committed to the Municipality. For Winter Maintenance Agreements, all charges – machinery, labor, and material costs will be credited to meeting the \$75,000 minimum contract increment per plow driver assigned to the Municipality. If the County cannot perform requested work due to County workload on other projects, that value of work will be deducted from the \$75,000 minimum.

If the Municipality enters into an agreement with the County for winter maintenance work, the County will perform on call emergency services at regular machinery, material costs, and labor (standard straight time or overtime pay rate with benefits, and there are no additional mobilization costs for a municipality under agreement for winter maintenance work).

For winter maintenance, snowplow operators will typically be sent out to plow the Municipality's roadways when the County sends out plows for County highways, or as otherwise needed. The Municipality will not be contacted for permission prior to sending out County plows for the Municipal roadways.

2. **General Maintenance** (includes general maintenance activities and/or on call emergency services).

The Municipality can utilize the County to perform certain general maintenance activities and/or on call emergency services. The County will charge standard straight time or overtime pay rate with benefits for the requested work. A \$500 mobilization fee will be applied for each event that the municipality requests on call emergency services not pertaining to the contracted general maintenance activities. For example, if a Municipality has contracted for pavement markings with the County, then standard labor rates would be used for that work and no mobilization fee will be applied. If this same Municipality needed emergency help with a storm cleanup, then a \$500 mobilization fee would be used in addition to the standard rates for on call emergency services.

3. **On Call Emergency Services Only**

The Municipality can elect to enter into an agreement with Brown County for only on call emergency services. By selecting this, the Municipality sets up an agreement with the County for emergency work – downed trees, flooding, storm clean up, emergency road or bridge repair, etc. Without an agreement, the Municipality will need to take care of this work without the County's help. Please note, the County will charge a \$500 mobilization fee for each request for on call emergency services as there are no dedicated staff budgeted for maintenance work for that Municipality. In addition, the County will only provide emergency services when staff and machinery is available – our first priority is to the State, County, and Municipalities with winter maintenance agreements. As soon as staff and machinery is available, the County will assist the Municipality with their emergency service request on a first come, first serve basis unless extenuating circumstances, determined by the discretion of the Public Works Director for Brown County, finds otherwise.

4. **No Agreement.**

The Municipality may also select to not enter into an agreement with the County for any services.

### C. MAINTENANCE WORK SELECTION

The Municipality hereby requests the following services from Brown County for the 2018 Agreement:

1.  **Winter Road Maintenance** (Snow Plowing and Salting). On call emergency services are included in winter road maintenance at standard costs with no mobilization fees.

Check the following items to be done in addition to the winter maintenance:

- |  |   |
|--|---|
| <input type="checkbox"/> General Road Maintenance<br>(pothole repair, crack filling, road<br>patching/repair etc.) | <input type="checkbox"/> Drainage – Ditch Excavating  |
| <input type="checkbox"/> Pavement Marking  | <input type="checkbox"/> Culvert Pipe Replacement (Including<br>engineering & permitting if needed) |
| <input type="checkbox"/> Signing & Traffic Control   | <input type="checkbox"/> Bridge Maintenance   |
| <input type="checkbox"/> Traffic Signal Maintenance  | <input type="checkbox"/> Pavement Sweeping  |
| <input type="checkbox"/> Shoulder Grading  | <input type="checkbox"/> Road Design  |
| <input type="checkbox"/> Guardrail Installation/Repair   | <input type="checkbox"/> Road Construction (Towns Only)   |
| <input type="checkbox"/> Roadside Grass Mowing & Brushing  | <input type="checkbox"/> Bridge Inspections   |
| <input type="checkbox"/> Litter Pickup   | <input type="checkbox"/> Other  |

2.  **General Maintenance** (Check all that Apply). On call emergency services are included in general maintenance at standard costs with mobilization fees.

- |   |   |
|---|---|
| <input type="checkbox"/> General Road Maintenance<br>(pothole repair, crack filling, road<br>patching/repair, etc.) | <input type="checkbox"/> Drainage – Ditch Excavating  |
| <input type="checkbox"/> Pavement Marking   | <input type="checkbox"/> Culvert Pipe Replacement (Including<br>engineering & permitting if needed) |
| <input type="checkbox"/> Signing & Traffic Control  | <input type="checkbox"/> Bridge Maintenance   |
| <input type="checkbox"/> Traffic Signal Maintenance   | <input type="checkbox"/> Pavement Sweeping  |
| <input type="checkbox"/> Shoulder Grading   | <input type="checkbox"/> Road Design  |
| <input type="checkbox"/> Guardrail Installation/Repair  | <input type="checkbox"/> Road Construction (Towns Only)   |
| <input type="checkbox"/> Roadside Grass Mowing & Brushing   | <input type="checkbox"/> Bridge Inspections   |
| <input type="checkbox"/> Litter Pickup  | <input type="checkbox"/> Other  |

3.  **On Call Emergency Services Only.** Mobilization fees will be applied.

4.  **The Municipality does NOT wish to enter into an agreement with the County for 2018 for any services.**

## D. RATES

Brown County will charge machinery, labor, and material costs including small tools and administration charges for work performed per this agreement. The current 2017 rates will be used until 2018 rates are determined, at which time the new rates will be used and the Municipality will be notified. All machinery, labor, and material costs are subject to a 5% administrative fee.

For Winter Maintenance Agreements, all charges – machinery, labor, and material costs will be credited to meeting the \$75,000 minimum contract increment per plow driver assigned to the Municipality. The County will hold the \$75,000 minimum contract increment at \$75,000 for the 2018 Agreement.

### Machinery Rates

Machinery rates are per Wisconsin DOT Highway Maintenance Manual for Classified Equipment Rates Standard and Special Rated Units (Attachment #1). Snowplows have a combined equipment rate and are summarized as follows per hour:

<b>Single Axle Truck</b> with plow & wing, spreader & 5-yard box	\$97.08
<b>Tandem Axle Truck</b> with plow & wing, spreader, & 10-yard box	\$97.86
<b>Tri-Axle Truck</b> with plow & wing, spreader, & 15-yard box	\$93.02
<b>Quad-Axle Truck</b> with plow & wing, spreader, & 15-yard box	\$84.48
<b>Motorgrader</b> (Over 150 hp, 6-wheel drive)	\$99.02
<b>V-plow on Motorgrader</b> (Used in extreme conditions only)	\$27.66

If surveying is required, the rate per hour for survey equipment is as follows:

Survey Equipment	\$10.00
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### Labor Rates

The 2018 labor rates per employee classification per hour are as follows:

Superintendent	\$53.65
Foreman	\$39.47
Laborer/Operator	\$37.85
Summer Intern Laborer	\$16.56
Engineering Manager	\$66.45
Senior Civil Engineer	\$51.72
Civil Engineer	\$41.08
Engineering Technician II	\$43.37
Engineering Technician I	\$41.22
Engineering Summer Intern	\$23.51

Material Rates

The 2018 cost for salt and sand/salt are projected to be as follows from the 2017 costs:

Salt	\$75/ton
Sand/Salt Mix	\$43/ton

If there is a price increase from the Wisconsin Department of Transportation of more than \$2.00 per ton for 2018, the price per ton will be increased accordingly.

Any salt purchased from Brown County by the Municipality must be utilized by the Municipality for its own roads, parking lots, or pedestrian walkways. The salt shall not be resold to any other entity or municipality for profit.

**E. AGREEMENT AMOUNT**

Brown County agrees to provide maintenance activates per Section C of this Agreement for the Municipality located within said government territory as identified by WISLR (Wisconsin Information System for Local Roads) records. Current WISLR maps are incorporated by reference as a contract document. The Municipality agrees that it will utilize County maintenance expenditures during the calendar year as follows:

- 1.  Winter Maintenance & General Maintenance Items (Minimums as set forth above).

For the 2018 Agreement a minimum total amount of:	\$
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In the event that a Municipality anticipates a major project in the following calendar year, or there is a light winter, the Municipality may carry over an unused minimum spending requirement to be used in the following year. Such carry over may not be further than the next calendar year. For example, if in 2018 the Municipality only utilizes the County for \$65,000 worth of work due to a light snow season, then the Municipality can schedule additional work, say for a larger road maintenance project, for the next year to get the second year's total to \$85,000.

- 2.  General Maintenance Items (No minimum total amount).

For the 2018 Agreement an estimated amount of:	\$
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- 3.  On Call Emergency Services Only (No minimum total amount).

For the 2018 Agreement.	\$ N/A
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**F. BILLING**

As work progresses, the Municipality will be billed monthly for the work performed in accordance with the provisions of this agreement.

## G. MAINTENANCE RESPONSIBILITY

Section 83.025 of the Wisconsin Statutes governs the maintenance of county highways, specifically:

- 83.025(2) Width of highway maintained by the County includes every way open to the use of the public as a matter of right for the purposes of vehicular travel, including the shoulder. In an urban area this would include the curb and gutter.
- 83.025(2) Maintenance of a county highway through a municipality includes those measures and activities necessary to preserve the highway, as nearly as possible, in the condition of its construction including:
  - Shoulder maintenance
  - Ditch Maintenance
  - Pavement marking
  - Signing
  - Crack sealing
  - Asphalt patching
  - Concrete pavement repair
  - Asphalt resurfacing
  - Curb and gutter repair
  - Emergency repairs of storm sewer manhole and inlet casting/pavement as requested by the municipality to be charged back to the municipality
  - Street sweeping
  - Application of protective coatings (bridges)
  - Guard rail
  - Removal, treatment and sanding/salting of ice
  - Removal and control of snow
  - Interim repair of highway surfaces and adjacent structures
  - Center median mowing (performed only for visibility purposes)
  - Traffic signal operation

Items that are placed at the discretion of the municipality are the responsibility of the municipality to maintain, including:

- Street lighting
- Interim sidewalk repair
- Pavement marking associated with sidewalks (crosswalks)
- Off street bike paths
- Sanitary sewer
- Interim storm sewer repair including manhole and inlet castings
- Water mains
- Other municipal utilities
- Mowing behind the curb line (terrace area)
- Center median mowing (performed for aesthetic purposes)
- Snow and ice removal on sidewalks and/or bike paths
- Roundabout center island landscaping
- Storm water devices (ponds, infiltration areas, etc. – anything other than a ditch)
- Trees, shrubs, and other landscaping behind the curb line (in terrace area)

Neither of these maintenance lists is intended to be 'all inclusive', but, rather to demonstrate measures and activities necessary to preserving a highway defined as that portion of the

roadway open to the public as a matter of right for the purposes of vehicular travel, including the shoulder and/or curb and gutter.

#### **H. INDEMNIFICATION**

The Municipality hereby agrees to release, indemnify, defend and hold harmless Brown County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorneys' fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by the County, its officers, officials, employees, agent or assigns, unless caused by the County's or its officers, officials, employees, agents or assigns negligence or willful misconduct. The County does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

#### **I. GOVERNING LAW**

This Agreement shall be deemed to have been made in Brown County, Wisconsin and shall be governed by, construed under and enforced in accordance with the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Agreement whether sounding in contract or tort, shall be litigated in the Courts of Brown County, Wisconsin. All Parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Brown County, Wisconsin.

#### **J. ASSIGNMENT**

The rights and obligations of the Parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by either Party without the prior written consent of the other Party.

#### **K. WAIVER**

Waiver by either Party of a breach or a violation of any provision or term of this Agreement may not be construed to be a waiver of any subsequent breach.

#### **L. HEADINGS**

The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

**M. NOTICE**

Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

**MUNICIPALITY:**

Name and title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**BROWN COUNTY:**

Paul Fontecchio, Director/ Highway Commissioner  
Brown County Public Works Department  
2198 Glendale Avenue  
Green Bay, Wisconsin 54303  
920-492-4925 (phone)  
920-434-4576 (fax)  
bc\_highway@co.brown.wi.us

All other correspondence may be sent by regular mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

**N. SEVERABILITY**

The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

**O. DRAFTING**

All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

**P. INTEGRATION**

This Agreement contains the entire agreement and understanding concerning the subject matter between the parties and supersedes and replaces any and all prior negotiations, proposed agreements, and agreements written or oral. Each acknowledges that no other party, nor any agent of any party, has made promise, representation, or warranty whatsoever, expressed or implied, not contained herein, concerning the subject matter hereof, to induce the other party to execute this Agreement; and each party acknowledges that it has not executed this Agreement in reliance on any

such promise, representation, or warranty not contained herein. This Agreement shall not be modified, amended, or supplemented; and no provision of this Agreement shall be waived, except by a written agreement signed by all parties.

**Q. ENTIRE AGREEMENT**

This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them with regard to this Maintenance Agreement. This Agreement is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the parties to amend this Agreement.

**R. MUNICIPALITY'S AUTHORIZED PERSONNAL**

The Municipality authorizes the following individuals to request services on behalf of the Municipality by telephone or in writing (including email) with the County. All telephone conversations requesting services are considered binding.

Name (Printed Legibly or Typed)	Title

**S. AUTHORIZATION**

The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Parties and that they have full and complete authority to bind their respective Parties by executing this Agreement.

**FOR THE MUNICIPALITY:**

\_\_\_\_\_

Name & Title

\_\_\_\_\_

Date

**FOR THE COUNTY:**

\_\_\_\_\_

Paul Fontecchio, Director/Highway Commissioner  
Brown County Public Works Department

\_\_\_\_\_

Date