

**MINUTES**  
**PUBLIC WORK'S COMMITTEE MEETING**  
**Thursday September 12th, 2013**  
**7:00 A.M., ALLOUEZ VILLAGE HALL**

Present: Lynn Green, Randy Gast, Paul Zeller, Craig Berndt  
Excused Absent: Tracy Flucke

1. **MODIFY/ADOPT AGENDA**  
Motion to approve agenda as presented by Zeller, second by Berndt. Motion carried.
2. **APPROVE MINUTES FROM THE AUGUST 15<sup>TH</sup> MEETING.**  
Motion to approve by Zeller, second by Gast. Motion carried.

**OLD BUSINESS:**

NO OLD BUSINESS THIS MEETING

**NEW BUSINESS**

3. **DISCUSSION/ACTION: REVISED MUNICIPAL AGREEMENT FOR THE WEBSTER AVE BRIDGE PROJECT (DPW Berndt).**  
A revised municipal agreement from Brown County has been submitted to the Village. The revised agreement deletes the Village portion of the project cost which is nearly a \$300,000 cost reduction, which results in no project cost to Allouez. The original contract included a 20% cost share to Allouez for a portion of the project cost. According to the county this should not have been allocated to the village because the county covers all costs for bridges located within a municipality. Thus, the agreement has been revised and resubmitted to the Village for approval.

Trustee Green discussed the right-of-way acquisition line item cost for Brown County included in the agreement. In follow-up discussion with Brown County, right-of-way acquisition is not anticipated but it is policy to include a line item cost in all agreements.

Motion by Zeller, second by Gast: **Recommendation to the Village Board to approve the revised municipal agreement for the Webster Avenue bridge reconstruction project, and sign and return it to the Brown County Highway Department.** Motion carried.

4. **DISCUSSION/ACTION: MUNICIPAL AGREEMENT FOR HOFFMAN ROAD RECONSTRUCTION PROJECT (DPW Berndt).**
  - a. This is the draft municipal agreement with Brown County for reconstruction of Hoffman Road from Webster Avenue to the East River

bridge. This project agreement is based on a 50/50 split of the roadway and storm sewer project costs, and includes the cost of the additional roadway width (4' per side) from Libal to East River for bike lanes. The project cost to Allouez includes the estimated \$150,000 for the paving of Hoffman Road from Libal to Webster. The agreement does not include Village underground utilities (Allouez cost only). The project agreement also includes reimbursement for the Allouez storm water treatment cost (ie, Hoffman Road stormwater treatment system) allocated to Brown County for its share (50%) of this cost. This estimated \$25,000 cost is being reviewed and will be final by the board meeting. Further, the \$50,000 cost for the additional 4 ft lanes will be reviewed.

This agreement must be approved by the Village before the project proceeds. The solicitation of engineering services for the project design is in progress and a consultant will be selected in a few days. Brown County and Allouez are jointly handling the RFP and selection process.

Motion by Gast, second by Zeller: **Recommendation is to the Village Board to approve the Brown County Hoffman Road Municipal Agreement for signature, including checking the local cost allocation for the 4 ft lane additions and the storm water cost.** Motion carried.

5. DISCUSSION/ACTION: GBMSD 2014 DRAFT BUDGET REVIEW (DPW Berndt).

The committee discussed the draft 2014 GBMSD annual budget letter. The draft letter is intended to focus on three points: the actual cost to residential customers is greater than GBMSD reports, does the five years of rate increases for debt service match the actual cost of the R2E2 debt increase, and identify some areas of budget cost savings. The letter is to be sent to GBMSD soon so it is available to the commissioners before the next budget workshop meeting on October 10<sup>th</sup>.

GBMSD will hold its DPW budget workshop on Friday September 13<sup>th</sup>, so there may be some cost revisions to the letter prior to the village board meeting. The final letter will be presented at the board meeting.

Motion to approve by Green, second by Zeller: **Recommendation to the Village Board to approve the draft letter to GBMSD regarding the 2014 annual budget, subject to any minor revisions due to the GBMSD budget workshop.** Motion carried.

6. DISCUSSION/ACTION: WisDOT GREENE AVENUE PROJECT COST/FUNDING/SCHEDULE AND PATH FORWARD (DPW Berndt).

Discussion on the path forward for this project because of significantly higher construction cost for this project, and the impact on WisDOT funding. The Greene Avenue project (Libal to East River) was submitted



for funding under LRIP probably 10 years ago, and was a resurfacing project at a cost of \$350,000. It has been carried forward for all these years at this cost. However, it changed to a WisDOT funded project (80% DOT, 20% Village share) and must comply with all WisDOT design standards including Complete Streets (sidewalk, bike lanes). These are changes that occurred in the recent years. In review with WisDOT a week ago a significant cost change was identified. WisDOT estimates the project cost at about \$1,250,000. This project is included in the current local funding approval, however, it is funded at the lower cost of \$350,000. We cannot construct this project at this cost unless Allouez pays for all overage costs.

To deal with this issue the probable best path forward is to work with the Brown County Transportation sub-committee and the MPU to move this project to the next WisDOT funding cycle (which is moving is back 1 or 2 years) so it can be funded to the full amount. This is the recommendation—to work with the MPU on this issue and to move the project back in schedule to obtain full funding.

To more accurately identify the actual project cost and determine a preliminary design that meets complete streets we have met with Graef engineers (original A/E we selected for the Greene Avenue ARRA project submittal) to assist in the preliminary engineering.

Motion by Gast, second by Zeller: **Recommendation to the Village Board to proceed with the local MPU/Transportation Subcommittee to defer the Greene Avenue project for 1-2 years.** Motion carried.

### **DISCUSSION:**

#### **7. DISCUSSION: DELINQUENT WATER BILL PROGRAM UPDATE (DPW Berndt).**

Results of the first two delinquent bill mailings were discussed, and the path forward for final implementation of this procedure. About a 50% positive response (paid outstanding bill or signed up for a payment plan) has been received so far.

#### **8. ADJOURNMENT**

Minutes by C. Berndt  
September 12, 2013

# Brown County

## MUNICIPAL AGREEMENT

**Project ID #:** X-30 (4607-09-00/71)

**Highway:** CTH X

**Limits:** Kalb Ave. to Derby Ln.

**Municipality:** Allouez

**Construction Year:** 2016

**Length:** 0.1 miles

**Federal/State Funds:** ☐ No

**Funding Ratio:** 80% Federal  
20% Brown County

☒ Yes – Attached State Municipal Agreement between WisDOT and Brown County is a part of this agreement (Attachment #2)

### 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 initiate and effect the proposed improvement (Project) hereinafter described.

The authority for the Municipality to enter into agreements with the County is extended by Section 83.035 of Wisconsin State Statutes.

The Municipality agrees to fund 50% of the eligible project costs and 100% of the ineligible project costs per Attachment #1 and hereinafter described. This agreement has been drafted to replace the previous signed agreement (Attachment #3) because of incorrect cost sharing.

### PROJECT SUMMARY

1. Reason for Project (existing facility)

*The existing structure is a 68-foot wide by 127-foot long, 3-span bridge, constructed in 1952. The deck is in very poor condition, with a questionable substructure.*

2. Proposed Improvement (nature and scope of work)

*The proposed 2016 replacement project includes construction of a 4-lane bridge with sidewalks and approach work. The proposed project will improve the bridge to current design standards and will safely accommodate existing and future traffic levels.*

3. Eligible and Non-Eligible Project Costs

*See Attachment #1 and hereinafter for Project specific eligible and non-eligible project costs.*



#### 4. Estimated Project Cost and Cost Sharing.

ITEM	ESTIMATED COST	FEDERAL FUNDS	COUNTY FUNDS	VILLAGE FUNDS
<b>ENGINEERING &amp; DESIGN:</b>				
Plan Design	\$222,000	\$177,600	\$44,400	\$0
State Review	\$18,000	\$14,400	\$3,600	\$0
<b>Engineering Subtotal</b>	<b>\$240,000</b>	<b>\$192,000</b>	<b>\$48,000</b>	<b>\$0</b>
<b>RIGHT-OF-WAY ACQUISITION:</b>				
Plat Preparation & Appraisals	\$15,000	\$0	\$15,000	\$0
Acquisition	\$30,000	\$0	\$30,000	\$0
<b>Right-of-way Subtotal</b>	<b>\$45,000</b>	<b>\$0</b>	<b>\$45,000</b>	<b>\$0</b>
<b>BRIDGE CONSTRUCTION:</b>				
Eligible (Participating)	\$1,020,000	\$816,000	\$204,000	\$0
Non-Eligible (Non-Participating)	\$0	\$0	\$0	\$0
State Review	\$168,000	\$134,400	\$33,600	\$0
<b>Bridge Construction Subtotal</b>	<b>\$1,188,000</b>	<b>\$950,400</b>	<b>\$237,600</b>	<b>\$0</b>
<b>ROAD (APPROACH) CONSTRUCTION:</b>				
Eligible (Participating)	\$120,000	\$96,000	\$24,000	\$0
Non-Eligible (Non-Participating)	\$0	\$0	\$0	\$0
State Review	\$21,000	\$16,800	\$4,200	\$0
<b>Road (Approach) Construction Subtotal</b>	<b>\$141,000</b>	<b>\$112,800</b>	<b>\$28,200</b>	<b>\$0</b>
<b>TOTAL PROJECT COST</b>	<b>\$1,614,000</b>	<b>\$1,255,200</b>	<b>\$358,800</b>	<b>\$0</b>

#### 5. Cost Share and Billing.

As work progresses, the Municipality will be billed for their local share of eligible project cost and 100% of the non-eligible cost if any should be incurred as part of the project. Upon completion of the project, a final audit will be made to determine the final division of costs.

#### 6. Project Termination.

If the Municipality should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project.

7. Maintenance Responsibility & Jurisdiction.

Note: Jurisdictional transfers require resolutions from both the Municipality and County Board to become effective. If a roadway is noted to be transferred, it indicates an agreement in principal to pursue the transfer contingent upon both the Municipality and County approving the necessary resolutions.

- ☐ New County highway segment to be maintained by the County.
- ☒ Existing County highway segment to be maintained by the County.
- ☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

- ☐ Existing County highway to be jurisdictionally transferred to the Municipality:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

- ☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: \_\_\_\_\_ Miles: \_\_\_\_\_  
Location: \_\_\_\_\_ Transfer Date: \_\_\_\_\_

- ☒ Other maintenance revision and/or agreement. (Explain below.)

*On all county highways within the Municipality, the County is responsible for all curb-to-curb street maintenance including pavement repair, sweeping, snow & ice removal, center median mowing, traffic signals, inlet/catch basin clean outs, and signing. The Municipality is responsible for all sidewalks, street lighting, sanitary sewer, storm sewer, water and utility repair & maintenance.*



8. Authorization.

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

**FOR THE MUNICIPALITY:**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**FOR THE COUNTY:**

\_\_\_\_\_  
Paul Van Noie, Director  
Brown County Public Works Department

\_\_\_\_\_  
Date

**ATTACHEMENT 1:**  
**BROWN COUNTY PUBLIC WORKS DEPARTMENT COST SHARE POLICY**

PROJECT TYPE	BROWN COUNTY	MUNICIPALITY
<b>Asphalt Reconditioning:</b>		
A. Reclaim of existing pavement & base course	100%	0%
B. Paving of up to 4.5" asphaltic pavement	100%	0%
C. Curb & gutter replacement	50%	50%
<b>Roadway Reconstruction:</b>		
A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs).	50%	50%
B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes.	100%	0%
C. Rural Reconstruction: Reconstruction and widening of existing 2-lane roadway, travel lane addition, including 3-lane with center-shared, left-turn, or 4-lane divided or undivided roadway (see eligible project costs).	50%	50%
<b>New Roadway Construction:</b>	50%	50%
<b>Bridge Construction/Reconstruction:</b>		
A. Part of Roadway Reconstruction A & C above.	50%	50%
B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality.	50%	50%
C. County Bridge Replacement.	100%	0%

<b>Eligible Project Costs:</b>
County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary:
A. Design engineering and all necessary environmental and wetland assessment investigations as required by the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers.
B. Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements.
C. Wetland replacement mitigation.
D. Storm water devices (ponds, swales, etc.) required for the project.
E. Construction engineering related to inspection, supervision, and administration of the actual construction work.
F. Street grading, base, pavement, curb & gutter, drainage structures, bridges, intersection channelization & turning lanes, 15-foot wide concrete outside curb lanes, and driveway aprons.



G.	Installation of main line storm sewer trunk lines & laterals, 12-inch diameter or greater. Storm sewer inlets, manholes, and catch basins necessary to accommodate street surface water drainage.
H.	Concrete sidewalk replacement, new sidewalk construction, or multi-use bicycle/pedestrian asphaltic path where an off-street bicycle/pedestrian facility is the only bicycle accommodation for the project. The County will participate in the costs for one (1) side of the roadway for sidewalk or bicycle/pedestrian path up to 5' for a concrete sidewalk or up to 10' for an asphalt bicycle/pedestrian path.
I.	Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants.
J.	Erosion control devices required per Wisconsin DNR standards.
K.	Retaining walls required for the Project.
L.	Roundabout intersections that meet traffic signal warrants including street lighting, standard WisDOT colored concrete, and signs.
M.	Landscaping including salvaged topsoil, seeding, fertilizing, and mulch.

**Non-eligible Project Costs:**

Work necessary to complete the Project to be financed entirely by the Municipality or other utility or facility owner includes the following items:

A.	New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities.
B.	Traffic signals or roundabouts not meeting signal warrants, as specified by the Manual of Uniform Traffic Control Devices (MUTCD).
C.	Concrete sidewalks or bicycle/pedestrian off-street trails not constructed as part of reconstruction or new construction projects.
D.	On-street bike lanes.
E.	Any allowed parking stalls.
F.	Storm water devices (ponds, swales, etc.) not required for the project (regional storm water pond for example). The Municipality will own and maintain regional storm water devices, including if the device is partially used for the Project.
G.	Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County.
H.	Decorative features (lighting, signs, railing, etc.) above standard baseline costs.

# **Attachment #2**

*Current State / County Agreement  
(Has been revised by State)*



CORRESPONDENCE/MEMORANDUM

**PROJECT AGREEMENT ACCEPTANCE**

DATE: January 10, 2012

SUBJECT: Project Agreement:

4607-09-00/71  
CTH-X (Webster Avenue)  
Wisconsin Central Ltd RR Bridge B-05-0009  
Brown County

The Attached Agreement Is Recommended For Approval:

PROGRAM: 205 Bridge

CONCEPTS COVERED by this AGREEMENT: Design and Construction; Bridge replacement.

ESTIMATED COST: \$1,689,000

PARTICIPATION: 80% Federal / 20% Local

EXECUTED BY: Brown County

DATE: 06/22/11


LETTING DATE: 07/08/14

Notes: Erroneous version of the SMA (signed by Brown County on 05/25/11) is not included and replaced by this SMA (06/22/11) as original.

Approved / Not Approved

  
Chief, Local Transportation Programs & Finance

Date

 Region: NE



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL BRIDGE  
PROJECT**

**Program Name: Local Bridge**  
**Sub-program #: 205**

Date: June 22, 2011  
I.D.: 4607-09-00/71  
Road Name: CTH X (Webster Avenue)  
Bridge ID: B-05-0009  
Location: Wisconsin Central Ltd RR  
Limits: Kalb Avenue – Derby Lane  
County: Brown  
Project Length: 0.10 miles  
Facility Owner: Brown County  
Project Sponsor: Brown County

The signatory, Brown County, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility** - Describe and give reason for request: The existing structure is a three span steel deck girder bridge with a bituminous deck overlay. The deck is beginning to settle and there is erosion of the timber cap. The bridge is 68 feet wide and 127.5 feet long and was originally constructed in 1952, it was widened in 1972 and the deck was overlayed in 1997. The sufficiency rating is 49.5 with an NBI of 3 on the deck, 4 on the substructure and 6 on the superstructure. The bridge is considered to be structurally deficient with an inventory rating of HS14 and an operating rating of HS30. There is an existing sidewalk and accommodations for bicycles and pedestrians, the structure is not part of a formal bicycle/pedestrian system. The substructure and deck are in very poor condition, there was a fire years ago that shortened the structure life.

**Proposed Improvement - Nature of work:** The proposed improvement would be to replace the existing structure with a three span structure that is 70 feet wide and 130 feet long. The asphalt approaches would extend 100 LF to the north and 100 LF to the south of the new structure. There will be some strip right of way needs to accommodate the increased structure and approach width. There will be sidewalks and accommodations for bicycles/pedestrians included in the new structure. Railroad coordination will be required prior to the start of construction. The road will be closed and traffic detoured during construction of the new bridge.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:  
Decorative features



The Municipality agrees to the following 2011-2014 Local Bridge program project funding conditions:

Project design costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Project construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Real estate and non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2014. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2011-2014 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>ID 4607-09-00</b>					
Design	\$222,000	\$177,600	80%	\$44,400	20%
State Review	\$18,000	\$14,400	80%	\$3,600	20%
<b>ID 4607-09-71</b>					
Structure	\$1,020,000	\$816,000	80%	\$204,000	20%
Participating Construction	\$100,000	\$0	0%	\$100,000	100%
Non-Participating Construction	\$168,000	\$134,400	80%	\$33,600	20%
State Review					
Approach					
Participating Construction	\$120,000	\$96,000	80%	\$24,000	20%
Non-Participating Construction	\$20,000	\$0	0%	\$20,000	100%
State Review	\$21,000	\$16,800	80%	\$4,200	20%
<b>Total Est. Cost Distribution</b>	<b>\$1,689,000</b>	<b>\$1,255,200</b>	<b>N/A</b>	<b>\$433,800</b>	<b>N/A</b>

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: Brown County (please sign in blue ink.)

Name

Title

Date

Signed for and in behalf of the State:

Name

Title

Date



## GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
  - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

## STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2011-2014 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary Engineering and design.
  - j. Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2011-2014 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards.
  - h. Real estate for the improvement.
  - i. Other 100% Municipally funded items: Decorative features



8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
10. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
13. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2011-2014 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
15. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
16. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes including snow and ice removal) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate or prohibit parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.



- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### LEGAL RELATIONSHIPS:

- 18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark

or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

20. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

23. The Municipality agrees to the following 2011-2014 Local Bridge Program project funding conditions:

- a. ID 4607-09-00: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
- c. ID 4607-09-71: Construction:
  - i. Costs for structure and approach reconstruction are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%.
  - ii. Non-participating costs for decorative items: are funded 100% by the Municipality. Costs include construction delivery.
  - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

[End of Document]

# **Attachment #3**

*Current County/Village Agreement  
(to be replaced)*



**BROWN COUNTY / MUNICIPAL AGREEMENT  
FOR AN URBAN TYPE  
COUNTY HIGHWAY IMPROVEMENT PROJECT**

Project ID #: 4607-09-00/71 Proposed Construction Year(s): 2014  
Highway: CTH X/Webster Avenue Length: 0.1 Miles  
Limits: Kalb Avenue to Derby Lane Municipality: Village of Allouez  
Federal/State Funds: ☒ Yes ☐ No Funding Ratio: 80% WisDOT / 10% V. Allouez / 10% Brown County

**GENERAL**

The signatory Village of Allouez, hereinafter called the Village, through its undersigned duly authorized officers or officials, hereby requests the Brown County Highway Department, hereinafter called the County, to initiate and effect the local bridge replacement hereinafter described.

The authority for the Village to enter into agreements with the County is extended by Section 83.035 of Wisconsin State Statutes.

See attached SMA between WisDOT and Brown County for additional responsibilities and requirements, which are a part of this agreement.

**PROJECT SUMMARY**

**1. Existing Roadway Facility - Describe and give reason for request.**

*The existing structure is a 68-foot wide by 127 foot long, 3-span bridge, constructed in 1952. The deck is in very poor condition, with a questionable substructure.*

**2. Proposed Street Improvement - Nature and scope of work.**

*The proposed 2014 replacement project includes construction of a 4-lane bridge with sidewalks and approach work.*

*The proposed project will improve the bridge to current design standards and will safely accommodate existing and future traffic levels.*

### 3. Estimated Project Cost and Cost Sharing.

ITEM	ESTIMATED COST	FED/STATE FUNDS	COUNTY FUNDS	VILLAGE FUNDS
<b>ENGINEERING &amp; DESIGN:</b>				
Plan Design	\$222,000	\$177,600	\$22,200	\$22,200
State Review	\$18,000	\$14,400	\$1,800	\$1,800
Engineering Subtotal	\$240,000	\$192,000	\$24,000	\$24,000
<b>RIGHT-OF-WAY ACQUISITION:</b>				
Right-of-way Plat & Appraisals	\$15,000	\$0	\$7,500	\$7,500
Acquisition	\$30,000	\$0	\$15,000	\$15,000
Right-of-Way Subtotal	\$45,000	\$0	\$22,500	\$22,500
<b>CONSTRUCTION - STRUCTURE:</b>				
Participating	\$1,020,000	\$816,000	\$102,000	\$102,000
Non-Participating	\$100,000	\$0	\$0	\$100,000
State Review	\$168,000	\$134,400	\$16,800	\$16,800
Construction - Structure Subtotal	\$1,288,000	\$950,400	\$118,800	\$218,800
<b>CONSTRUCTION - APPROACH:</b>				
Participating	\$120,000	\$96,000	\$12,000	\$12,000
Non-Participating	\$20,000	\$0	\$10,000	\$10,000
State Review	\$21,000	\$16,800	\$2,100	\$2,100
Construction - Approach Subtotal	\$161,000	\$112,800	\$24,100	\$24,100
<b>TOTAL PROJECT COST</b>	<b>\$1,734,000</b>	<b>\$1,255,200</b>	<b>\$189,400</b>	<b>\$289,400</b>

### 4. Eligible Project Costs.

Federal aid and/or State Transportation funding, and County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary:

- Street grading, base, pavement, curb and gutter, drainage structures, bridges, intersection channelization and turning lanes, and driveway aprons.
- Installation of main line storm sewer trunk lines and laterals, 12 inch diameter or greater. Storm sewer inlets, manholes and catch basins necessary to accommodate street surface water drainage.
- Concrete sidewalk replacement and/or new sidewalk construction where pedestrian warrants are met.
- Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants.
- Landscaping including seeding/sod.
- Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements.

(g) Cost of wetland replacement mediation.

(h) Construction engineering related to inspection and supervision of actual construction work.

5. Non-eligible Project Costs.

Work necessary to complete the street improvement to be financed entirely by the Village or other utility or facility owner includes the following items:

(a) New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities.

6. Parking.

The Village will not allow parking on the roadway.

7. Cost Share and Billing.

As work progresses, the Village will be billed for their local share of eligible project cost and 100% of the non-eligible cost. Upon completion of the project, a final audit will be made to determine the final division of costs.

8. Project Termination.

If the Village should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project.

9. Maintenance Responsibility & Jurisdiction.

☐ New County highway segment to be maintained by the County.

☒ Existing County highway segment to be maintained by the County.

☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

☐ Existing County street to be jurisdictionally transferred to the Municipality:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: \_\_\_\_\_ Miles: \_\_\_\_\_  
Location: \_\_\_\_\_ Transfer Date: \_\_\_\_\_

☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_



☐ Existing County street to be jurisdictionally transferred to the Municipality:

Transfer Date: \_\_\_\_\_

Miles: \_\_\_\_\_

Highway Name: \_\_\_\_\_

From

To

☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: \_\_\_\_\_

Miles: \_\_\_\_\_

Location: \_\_\_\_\_

Transfer Date: \_\_\_\_\_

☒ Other maintenance revision and/or agreement. (Explain below.)

*On all county highways within the Village, the County is responsible for all curb-to-curb street maintenance including pavement repair, sweeping, snow & ice removal, center median mowing, traffic signals and signing. The Village is responsible for all sidewalks, street lighting, sanitary sewer, water and utility repair & maintenance, including mowing from curb to right-of-way and maintenance & upkeep.*

This request is made by the undersigned proper authority to make such request for the designated Village, and upon acceptance by the County, shall constitute agreement between the Village and the County.

Signed for and on behalf of: Village of Allouez  
Municipality

**FOR THE VILLAGE:**

Arthur P. Van der Auwer Village President  
Name & Title

8/2/11  
Date

**FOR THE COUNTY:**

Brian L. Lamers  
Brian L. Lamers, Commissioner  
Brown County Highway Department

6/30/11  
Date

# Brown County

## MUNICIPAL AGREEMENT

Project ID #: XX-13 & XX-14

Highway: CTH XX

Limits: Libal St. – East River Bridge

Federal/State Funds: ☒ No

☐ Yes – Attached State Municipal Agreement between WisDOT and Brown County is a part of this agreement.

Municipality: Allouez

Construction Year: 2014

Length: 1.03 miles

Funding Ratio:

XX-13: 100% Brown County

XX-14: 50% Brown County  
50% Municipality

### 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 initiate and effect the proposed improvement (Project) hereinafter described.

The authority for the Municipality to enter into agreements with the County is extended by Section 83.035 of Wisconsin State Statutes.

The Municipality agrees to fund 50% of the eligible project costs and 100% of the ineligible project costs per Attachment #1 and hereinafter described.

### PROJECT SUMMARY

#### 1. Reason for Project (existing facility)

*CTH XX from CTH X (Webster Avenue) to Libal Street is a 40-foot wide asphalt roadway with 30-inch curb and gutter. It has a 3 rating according to WISLR (Wisconsin Information System for Local Roads). The road has deteriorated to a point where reconditioning is needed.*

*CTH XX from Libal Street to the East River Bridge is a 22-foot wide rural asphalt roadway with a 3 rating according to WISLR. The road has deteriorated to a point where reconditioning or reconstruction is needed.*

#### 2. Proposed Improvement (nature and scope of work)

*The XX-13 project includes the milling and resurfacing of the 40-feet of asphalt. The roadway will be marked as shown in the typical section attached to accommodate one side parking and bike lanes (Attachment #2).*

*The XX-14 project will include the reconstruction to a two-lane asphalt roadway with curb and gutter. The typical section will include two 16-foot wide asphalt lanes with curb and gutter to accommodate two 12-foot driving lanes and on-street bike lanes (Attachment #2). The pavement section for the roadway will be as follows: a layer of bi-axial geogrid from back of curb to back of curb, 15-inches of 1¼-inch base course, and 4½-inches of HMA Pavement Type E-3.*

The Municipality plans to perform sanitary and water utility work prior to the roadway reconstruction. Storm sewer will be installed as part of the project. The Village of Allouez has a stormwater pond on the west side of the East River north of CTH XX that the new storm sewer system can discharge into for post-construction stormwater management treatment.

A single-lane roundabout will be constructed at the intersection of Libal Street and CTH XX. This intersection is currently a four-way stop with a yellow flashing light.

### 3. Eligible and Non-Eligible Project Costs

See Attachment #1 and hereinafter for Project specific eligible and non-eligible project costs.

The County will cost share 50% for a 14-foot wide asphalt lane as minimally required by Trans 75. The Municipality has elected 16-foot wide asphalt lanes to accommodate on-street bike lanes. The additional 2-feet on each side will be 100% Municipal cost (4-foot total) – including the geogrid, base course, and asphalt.

### 4. Estimated Project Cost and Cost Sharing.

ITEM	ESTIMATED COST	COUNTY FUNDS	VILLAGE FUNDS
<b>ENGINEERING &amp; DESIGN:</b>			
Plan Design (Roadway & Storm Sewer)	\$100,000	\$50,000	\$50,000
<b>Engineering Subtotal</b>	<b>\$100,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>RIGHT-OF-WAY ACQUISITION:</b>			
Plat Preparation & Appraisals	\$10,000	\$5,000	\$5,000
Acquisition	\$40,000	\$20,000	\$20,000
<b>Right-of-way Subtotal</b>	<b>\$50,000</b>	<b>\$25,000</b>	<b>\$25,000</b>
<b>BRIDGE CONSTRUCTION:</b>			
Eligible (Participating)	\$0	\$0	\$0
Non-Eligible (Non-Participating)	\$0	\$0	\$0
<b>Bridge Construction Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>ROAD CONSTRUCTION:</b>			
XX-13 Eligible (Participating)	\$300,000	\$300,000	\$0
XX-14 Eligible (Participating)	\$1,230,000	\$615,000	\$615,000
XX-14 Non-Eligible (Non-Participating)	\$50,000*	\$0	\$50,000
XX-14 Stormwater Management	\$50,000**	\$25,000	\$25,000
<b>Road Construction Subtotal</b>	<b>\$1,630,000</b>	<b>\$940,000</b>	<b>\$690,000</b>
<b>TOTAL PROJECT COST</b>	<b>\$1,780,000</b>	<b>\$1,015,000</b>	<b>\$765,000</b>

\* For the additional 4-foot in roadway width associated with the on-street bike lanes.

\*\* Since the stormwater pond is already built, the County will pay the Municipality their 50% of an estimated \$50,000 for the pond for this project, or \$25,000.



5. Cost Share and Billing.

As work progresses, the Municipality will be billed for their local share of eligible project cost and 100% of the non-eligible cost. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. Project Termination.

If the Municipality should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project.

7. Maintenance Responsibility & Jurisdiction.

- ☐ New County highway segment to be maintained by the County.
- ☒ Existing County highway segment to be maintained by the County.
- ☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

- ☐ Existing County highway to be jurisdictionally transferred to the Municipality:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

- ☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: \_\_\_\_\_ Miles: \_\_\_\_\_  
Location: \_\_\_\_\_ Transfer Date: \_\_\_\_\_

- ☒ Other maintenance revision and/or agreement. (Explain below.)

*On all county highways within the Municipality, the County is responsible for all curb-to-curb street maintenance including pavement repair, sweeping, snow & ice removal, center median mowing, traffic signals, inlet/catch basin clean outs, and signing. The Municipality is responsible for all sidewalks, street lighting, sanitary sewer, storm sewer, water and utility repair & maintenance.*

8. Authorization.

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

**FOR THE MUNICIPALITY:**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**FOR THE COUNTY:**

\_\_\_\_\_  
Paul Van Noie, Director  
Brown County Public Works Department

\_\_\_\_\_  
Date

## **ATTACHEMENT 1:**

### **BROWN COUNTY PUBLIC WORKS DEPARTMENT COST SHARE POLICY**

<b>PROJECT TYPE</b>	<b>BROWN COUNTY</b>	<b>MUNICIPALITY</b>
<b>Asphalt Reconditioning:</b>		
A. Reclaim of existing pavement & base course	100%	0%
B. Paving of up to 4.5" asphaltic pavement	100%	0%
C. Curb & gutter replacement	50%	50%
<b>Roadway Reconstruction:</b>		
A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs).	50%	50%
B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes.	100%	0%
C. Rural Reconstruction: Reconstruction and widening of existing 2-lane roadway, travel lane addition, including 3-lane with center-shared, left-turn, or 4-lane divided or undivided roadway (see eligible project costs).	50%	50%
<b>New Roadway Construction:</b>	50%	50%
<b>Bridge Construction/Reconstruction:</b>		
A. Part of Roadway Reconstruction A & C above.	50%	50%
B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality.	50%	50%
C. County Bridge Replacement.	100%	0%

<b>Eligible Project Costs:</b>
County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary:
A. Design engineering and all necessary environmental and wetland assessment investigations as required by the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers.
B. Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements.
C. Wetland replacement mitigation.
D. Storm water devices (ponds, swales, etc.) required for the project.
E. Construction engineering related to inspection, supervision, and administration of the actual construction work.
F. Street grading, base, pavement, curb & gutter, drainage structures, bridges, intersection channelization & turning lanes, 15-foot wide concrete outside curb lanes, and driveway aprons.



G.	Installation of main line storm sewer trunk lines & laterals, 12-inch diameter or greater. Storm sewer inlets, manholes, and catch basins necessary to accommodate street surface water drainage.
H.	Concrete sidewalk replacement, new sidewalk construction, or multi-use bicycle/pedestrian asphaltic path where an off-street bicycle/pedestrian facility is the only bicycle accommodation for the project. The County will participate in the costs for one (1) side of the roadway for sidewalk or bicycle/pedestrian path up to 5' for a concrete sidewalk or up to 10' for an asphalt bicycle/pedestrian path.
I.	Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants.
J.	Erosion control devices required per Wisconsin DNR standards.
K.	Retaining walls required for the Project.
L.	Roundabout intersections that meet traffic signal warrants including street lighting, standard WisDOT colored concrete, and signs.
M.	Landscaping including salvaged topsoil, seeding, fertilizing, and mulch.

**Non-eligible Project Costs:**

Work necessary to complete the Project to be financed entirely by the Municipality or other utility or facility owner includes the following items:

A.	New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities.
B.	Traffic signals or roundabouts not meeting signal warrants, as specified by the Manual of Uniform Traffic Control Devices (MUTCD).
C.	Concrete sidewalks or bicycle/pedestrian off-street trails not constructed as part of reconstruction or new construction projects.
D.	On-street bike lanes.
E.	Any allowed parking stalls.
F.	Storm water devices (ponds, swales, etc.) not required for the project (regional storm water pond for example). The Municipality will own and maintain regional storm water devices, including if the device is partially used for the Project.
G.	Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County.
H.	Decorative features (lighting, signs, railing, etc.) above standard baseline costs.

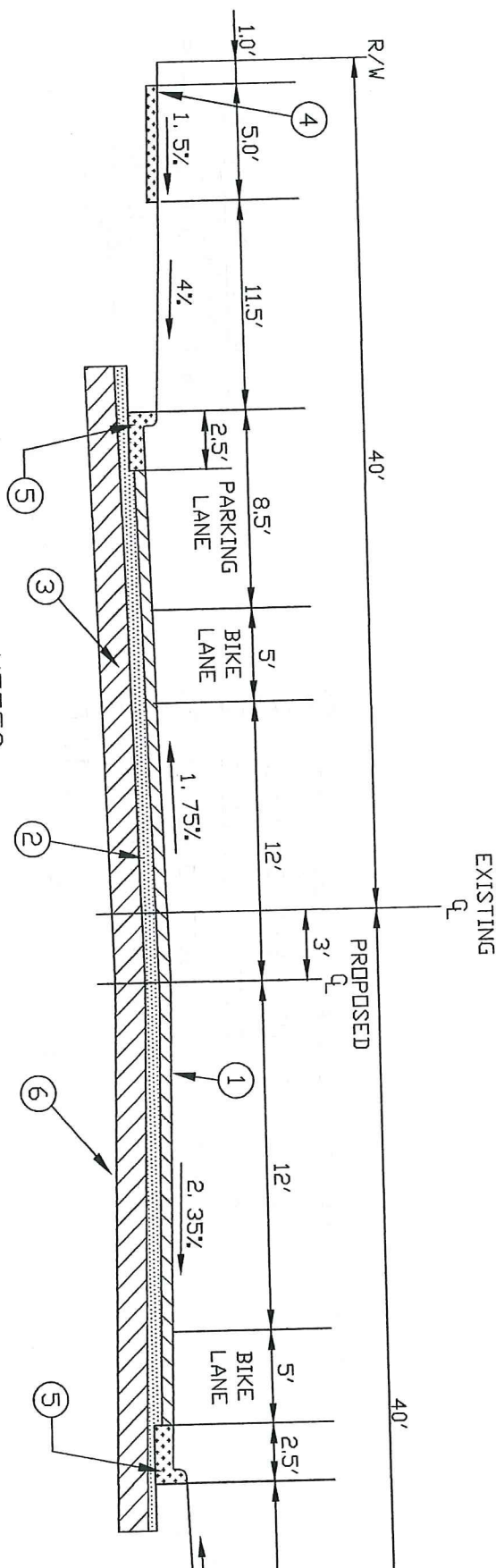
## ***Attachment #2***



BROWN COUNTY  
PUBLIC WORKS DEPARTMENT

CTH XX-13 - WEBSTER  
AVENUE TO LIBAL ST.

NOT TO  
SCALE



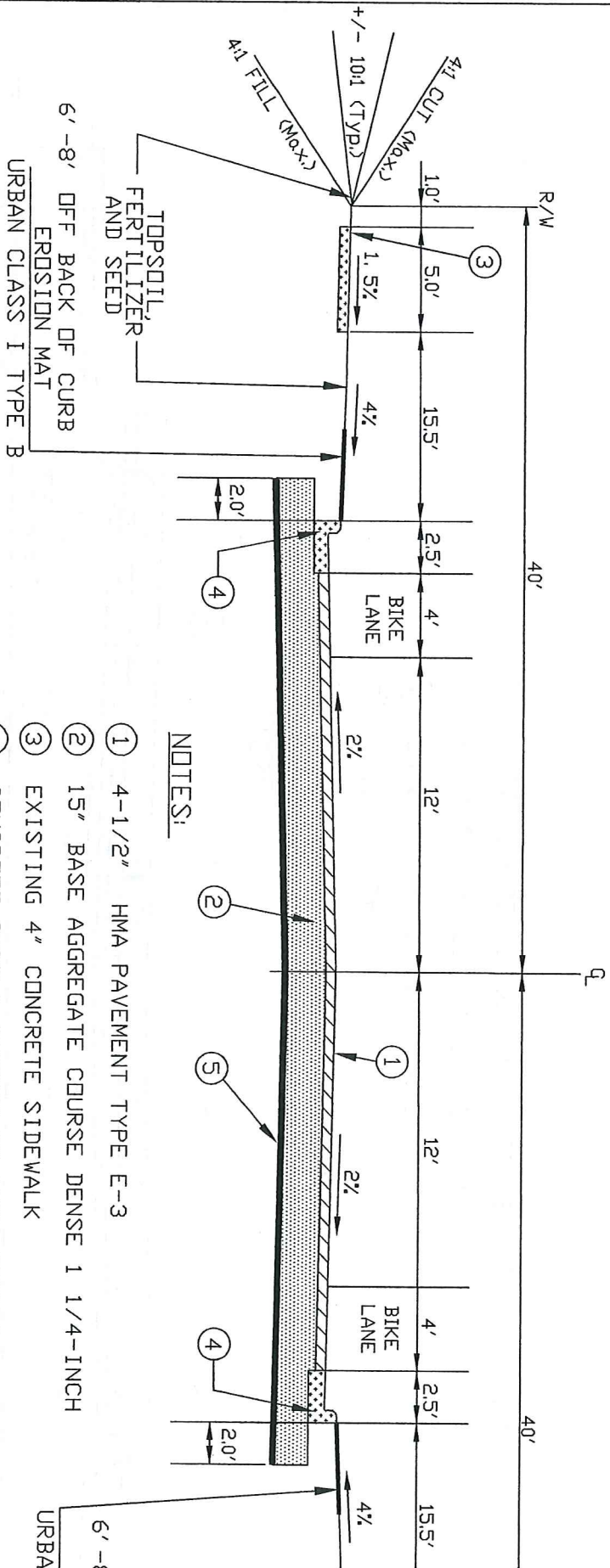
NOTES:

- ① MILL AND PAVE 4-1/2" HMA PAVEMENT TYPE E-3
- ② EXISTING BASE
- ③ EXISTING BASE OR BREAKER RUN
- ④ EXISTING 4" CONCRETE SIDEWALK
- ⑤ EXISTING CONCRETE CURB & GUTTER 30-INCH TYPE D





NOT TO  
SCALE



- ① 4-1/2" HMA PAVEMENT TYPE E-3
- ② 15" BASE AGGREGATE COURSE DENSE 1 1/4-INCH
- ③ EXISTING 4" CONCRETE SIDEWALK
- ④ CONCRETE CURB & GUTTER 30-INCH TYPE D
- ⑤ TENSAR GEODRID BX1200 OR APPROVED EQUAL

# Brown County

## MUNICIPAL AGREEMENT

Project ID #: XX-13 & XX-14

Highway: CTH XX

Limits: CTH X – East River Bridge

Federal/State Funds: ☒ No

☐ Yes – Attached State Municipal Agreement between WisDOT and Brown County is a part of this agreement.

Municipality: Allouez

Construction Year: 2014

Length: 1.03 miles

Funding Ratio:

XX-13: 100% Brown County

XX-14: 50% Brown County  
50% Municipality

### 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 initiate and effect the proposed improvement (Project) hereinafter described.

The authority for the Municipality to enter into agreements with the County is extended by Section 83.035 of Wisconsin State Statutes.

The Municipality agrees to fund 50% of the eligible project costs and 100% of the ineligible project costs per Attachment #1 and hereinafter described.

### PROJECT SUMMARY

#### 1. Reason for Project (existing facility)

CTH XX from CTH X (Webster Avenue) to Libal Street is a 40-foot wide asphalt roadway with 30-inch curb and gutter. It has a 3 rating according to WISLR (Wisconsin Information System for Local Roads). The road has deteriorated to a point where reconditioning is needed.

CTH XX from Libal Street to the East River Bridge is a 22-foot wide rural asphalt roadway with a 3 rating according to WISLR. The road has deteriorated to a point where reconditioning or reconstruction is needed.

#### 2. Proposed Improvement (nature and scope of work)

The XX-13 project includes the milling and resurfacing of the 40-feet of asphalt. The roadway will be marked as shown in the typical section attached to accommodate one side parking and bike lanes (Attachment #2).

The XX-14 project will include the reconstruction to a two-lane asphalt roadway with curb and gutter. The typical section will include two 16-foot wide asphalt lanes with curb and gutter to accommodate two 12-foot driving lanes and on-street bike lanes (Attachment #2). The pavement section for the roadway will be as follows: a layer of bi-axial geogrid from back of curb to back of curb, 15-inches of 1½-inch base course, and 4½-inches of HMA Pavement Type E-3.

The Municipality plans to perform sanitary and water utility work prior to the roadway reconstruction. Storm sewer will be installed as part of the project. The Village of Allouez has a stormwater pond on the west side of the East River north of CTH XX that the new storm sewer system can discharge into for post-construction stormwater management treatment.

A single-lane roundabout will be constructed at the intersection of Libal Street and CTH XX. This intersection is currently a four-way stop with a yellow flashing light.

### 3. Eligible and Non-Eligible Project Costs

See Attachment #1 and hereinafter for Project specific eligible and non-eligible project costs.

The County will cost share 50% for a 14-foot wide asphalt lane as minimally required by Trans 75. The Municipality has elected 16-foot wide asphalt lanes to accommodate on-street bike lanes. The additional 2-feet on each side will be 100% Municipal cost (4-foot total) – including the geogrid, base course, and asphalt.

### 4. Estimated Project Cost and Cost Sharing.

ITEM	ESTIMATED COST	COUNTY FUNDS	VILLAGE FUNDS
<b>ENGINEERING &amp; DESIGN:</b>			
Plan Design (Roadway & Storm Sewer)	\$100,000	\$50,000	\$50,000
<b>Engineering Subtotal</b>	<b>\$100,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>RIGHT-OF-WAY ACQUISITION:</b>			
Plat Preparation & Appraisals	\$10,000	\$5,000	\$5,000
Acquisition	\$40,000	\$20,000	\$20,000
<b>Right-of-way Subtotal</b>	<b>\$50,000</b>	<b>\$25,000</b>	<b>\$25,000</b>
<b>BRIDGE CONSTRUCTION:</b>			
Eligible (Participating)	\$0	\$0	\$0
Non-Eligible (Non-Participating)	\$0	\$0	\$0
<b>Bridge Construction Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>ROAD CONSTRUCTION:</b>			
XX-13 Eligible (Participating)	\$300,000	\$300,000	\$0
XX-14 Eligible (Participating)	\$1,230,000	\$615,000	\$615,000
XX-14 Non-Eligible (Non-Participating)	\$40,000*	\$0	\$40,000
XX-14 Stormwater Management	\$50,000**	\$25,000	\$25,000
<b>Road Construction Subtotal</b>	<b>\$1,620,000</b>	<b>\$940,000</b>	<b>\$680,000</b>
<b>TOTAL PROJECT COST</b>	<b>\$1,770,000</b>	<b>\$1,015,000</b>	<b>\$755,000</b>

\* For the additional 4-foot in roadway width associated with the on-street bike lanes.

\*\* Since the stormwater pond is already built, the County will pay the Municipality their 50% of an estimated \$50,000 for the pond for this project, or \$25,000.



5. Cost Share and Billing.

As work progresses, the Municipality will be billed for their local share of eligible project cost and 100% of the non-eligible cost. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. Project Termination.

If the Municipality should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project.

7. Maintenance Responsibility & Jurisdiction.

☐ New County highway segment to be maintained by the County.

☒ Existing County highway segment to be maintained by the County.

☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

☐ Existing County highway to be jurisdictionally transferred to the Municipality:

Transfer Date: \_\_\_\_\_ Miles: \_\_\_\_\_  
Highway Name: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: \_\_\_\_\_ Miles: \_\_\_\_\_  
Location: \_\_\_\_\_ Transfer Date: \_\_\_\_\_

☒ Other maintenance revision and/or agreement. (Explain below.)

*On all county highways within the Municipality, the County is responsible for all curb-to-curb street maintenance including pavement repair, sweeping, snow & ice removal, center median mowing, traffic signals, inlet/catch basin clean outs, and signing. The Municipality is responsible for all sidewalks, street lighting, sanitary sewer, storm sewer, water and utility repair & maintenance.*

8. Authorization.

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

**FOR THE MUNICIPALITY:**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**FOR THE COUNTY:**

\_\_\_\_\_  
Paul Van Noie, Director  
Brown County Public Works Department

\_\_\_\_\_  
Date

**ATTACHEMENT 1:**  
**BROWN COUNTY PUBLIC WORKS DEPARTMENT COST SHARE POLICY**

PROJECT TYPE	BROWN COUNTY	MUNICIPALITY
<b>Asphalt Reconditioning:</b>		
A. Reclaim of existing pavement & base course	100%	0%
B. Paving of up to 4.5" asphaltic pavement	100%	0%
C. Curb & gutter replacement	50%	50%
<b>Roadway Reconstruction:</b>		
A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs).	50%	50%
B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes.	100%	0%
C. Rural Reconstruction: Reconstruction and widening of existing 2-lane roadway, travel lane addition, including 3-lane with center-shared, left-turn, or 4-lane divided or undivided roadway (see eligible project costs).	50%	50%
<b>New Roadway Construction:</b>	50%	50%
<b>Bridge Construction/Reconstruction:</b>		
A. Part of Roadway Reconstruction A & C above.	50%	50%
B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality.	50%	50%
C. County Bridge Replacement.	100%	0%

**Eligible Project Costs:**

County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary:

- A. Design engineering and all necessary environmental and wetland assessment investigations as required by the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers.
- B. Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements.
- C. Wetland replacement mitigation.
- D. Storm water devices (ponds, swales, etc.) required for the project.
- E. Construction engineering related to inspection, supervision, and administration of the actual construction work.
- F. Street grading, base, pavement, curb & gutter, drainage structures, bridges, intersection channelization & turning lanes, 15-foot wide concrete outside curb lanes, and driveway aprons.



G. Installation of main line storm sewer trunk lines & laterals, 12-inch diameter or greater. Storm sewer inlets, manholes, and catch basins necessary to accommodate street surface water drainage.
H. Concrete sidewalk replacement, new sidewalk construction, or multi-use bicycle/pedestrian asphaltic path where an off-street bicycle/pedestrian facility is the only bicycle accommodation for the project. The County will participate in the costs for one (1) side of the roadway for sidewalk or bicycle/pedestrian path up to 5' for a concrete sidewalk or up to 10' for an asphalt bicycle/pedestrian path.
I. Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants.
J. Erosion control devices required per Wisconsin DNR standards.
K. Retaining walls required for the Project.
L. Roundabout intersections that meet traffic signal warrants including street lighting, standard WisDOT colored concrete, and signs.
M. Landscaping including salvaged topsoil, seeding, fertilizing, and mulch.

<b>Non-eligible Project Costs:</b>
Work necessary to complete the Project to be financed entirely by the Municipality or other utility or facility owner includes the following items:
A. New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities.
B. Traffic signals or roundabouts not meeting signal warrants, as specified by the Manual of Uniform Traffic Control Devices (MUTCD).
C. Concrete sidewalks or bicycle/pedestrian off-street trails not constructed as part of reconstruction or new construction projects.
D. On-street bike lanes.
E. Any allowed parking stalls.
F. Storm water devices (ponds, swales, etc.) not required for the project (regional storm water pond for example). The Municipality will own and maintain regional storm water devices, including if the device is partially used for the Project.
G. Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County.
H. Decorative features (lighting, signs, railing, etc.) above standard baseline costs.

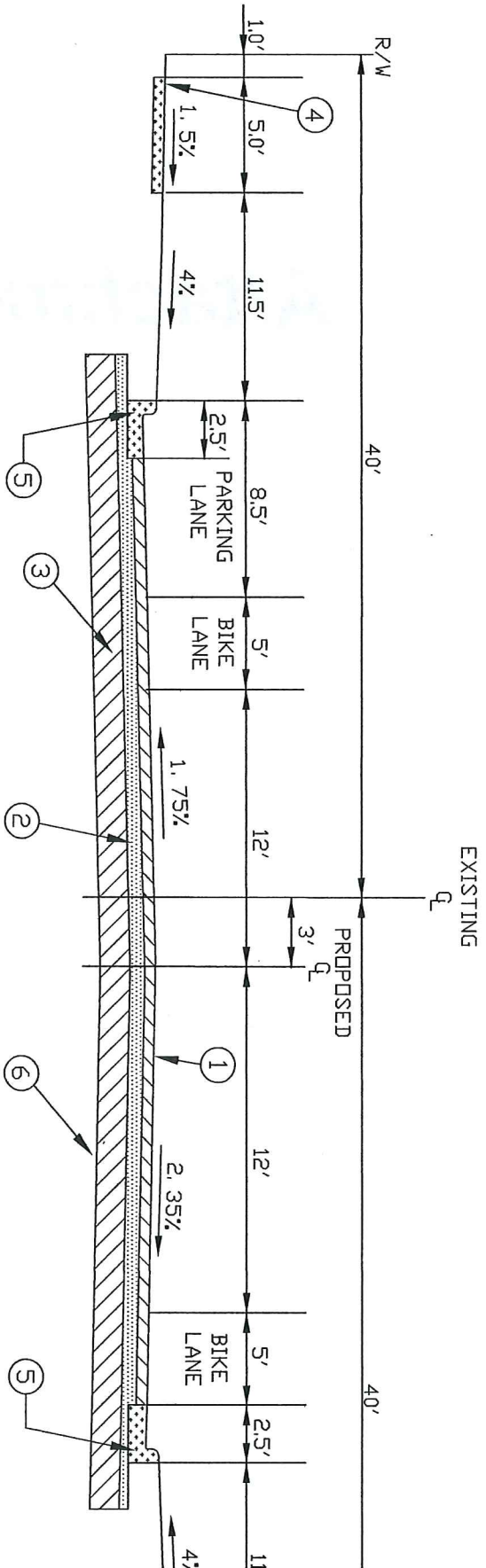
# ***Attachment #2***



BROWN COUNTY  
PUBLIC WORKS DEPARTMENT

CTH XX-13 - WEBSTER  
AVENUE TO LIBAL ST.

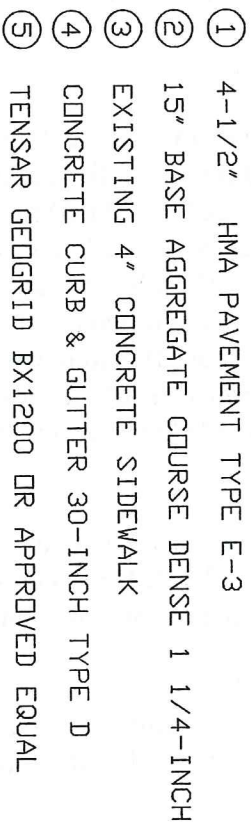
NOT TO  
SCALE



NOTES:

- ① MILL AND PAVE 4-1/2" HMA PAVEMENT TYPE E-3
- ② EXISTING BASE
- ③ EXISTING BASE OR BREAKER RUN
- ④ EXISTING 4" CONCRETE SIDEWALK
- ⑤ EXISTING CONCRETE CURB & GUTTER 30-INCH TYPE D



6'-8'  
URBAN

NOT TO  
SCALE

 **DRAFT**

Mr. Thomas Sigmund, Executive Director  
Green Bay Metropolitan Sewerage District  
2231 North Quincy Street  
Green Bay, WI 54302

September 17, 2013

RE: Proposed GBMSD 2014 Budget

Dear Mr. Sigmund;

This correspondence is in regard to the proposed GBMSD 2014 budget dated September 13, 2013.

The following comments are on behalf of the Village of Allouez regarding the proposed 2014 GBMSD budget.

Annual Cost to Allouez Customers

First, information about the GBMSD cost to Village residents. In the August 28<sup>th</sup> budget presentation to the commissioners, the cost of GBMSD treatment for an Allouez resident was presented as approximately \$12 per month (2013). The 2013 GBMSD monthly cost to the Allouez average customer was \$17.66 per month (presented in our letter to GBMSD dated November 6, 2012). Based on the proposed 2014 GBMSD budget the annual sewer charge to Allouez will be \$1,596,838, Allouez uses a total metered and billed municipal water volume of 360,000 million gallons (on which all sewer charges are based), and the average residential customer uses 4,500 gallons per month; the monthly cost to an Allouez residential customer will be \$19.96 for 2014. This is a cost much greater than GBMSD presented in both the 2013 and 2014 annual budgets.

For 2014 the sanitary utility billing (Allouez and GBMSD costs) to an average Allouez residential customer will be about \$32 per month, so the GBMSD sewer charge will be approximately 62% of the total monthly bill. This is both a significant annual increase to our residents and also higher than GBMSD has presented.

The point of this discussion is that the GBMSD cost to residential customers is much greater than GBMSD presents, and the GBMSD is more than half of the total cost to our customers.

#### Cost of Debt Service in GBMSD Budget

GBMSD is implementing significant annual budget increases as part of the cost of the R2E2 project to cover the future debt service costs. It was stated previously by GBMSD that the annual increases would be approximately 9% per year for 5 years. This includes 6% for increased debt service and 3% for operation and maintenance costs. However, the average 2014 budget cost increase is 13% for municipal customers, greater than the previous estimated cost increases.

The cost of debt service for the R2E2 project is estimated at approximately \$9,100,000 per year based on the total project cost of \$150,000,000 and an average financing cost of 3.5% for a 25 year payment term.

Annual cost increases of 6% represent an annual debt service cost of approximately \$8,000,000 for the R2E2 project. It appears that the annual cost increases for debt service are similar to the required cost, especially considering that the 2014 cost increase is proposed at 10% for debt.

#### Budgeted Operation and Maintenance Costs

The 2013 GBMSD budget actual revenue to date shows that revenue from the municipal customers is greater than plan. The operation and maintenance expenses to date are \$1,130,000 less than plan. The GBMSD forecast to year end shows total expenses less than plan by \$772,000. The key point is that municipal revenue is increased, and operating expenses are significantly less than plan. This result indicates that the 2013 budget was too conservative and as was recommended by the municipal customers the 2013 budget should have been reduced in some areas.

For the proposed 2014 GBMSD budget, the Village of Allouez recommends that further scrutiny of the GBMSD operating budget in at least the following areas:

1. Operating expenses for electrical power and chemicals should be reduced for 2014. These costs declined in 2013 and a significant electrical cost increase for 2014 is unlikely.
2. Staff compensation increases for pay grade advancements cannot be justified. These should be put on hold. By GBMSD own report, the current staff salaries are 5% above the industry average and are on hold for 2014.
3. The staff training program is extensive and should be scaled back.
4. Contracted services should be reduced.
5. All operating and maintenance costs should be reviewed for possible reductions.

Please understand that the Village of Allouez is concerned about the cost of GBMSD wastewater treatment services and the financial impact on our residents.

Please feel free to contact the Village of Allouez should you have questions or wish to discuss this letter further.

Sincerely,



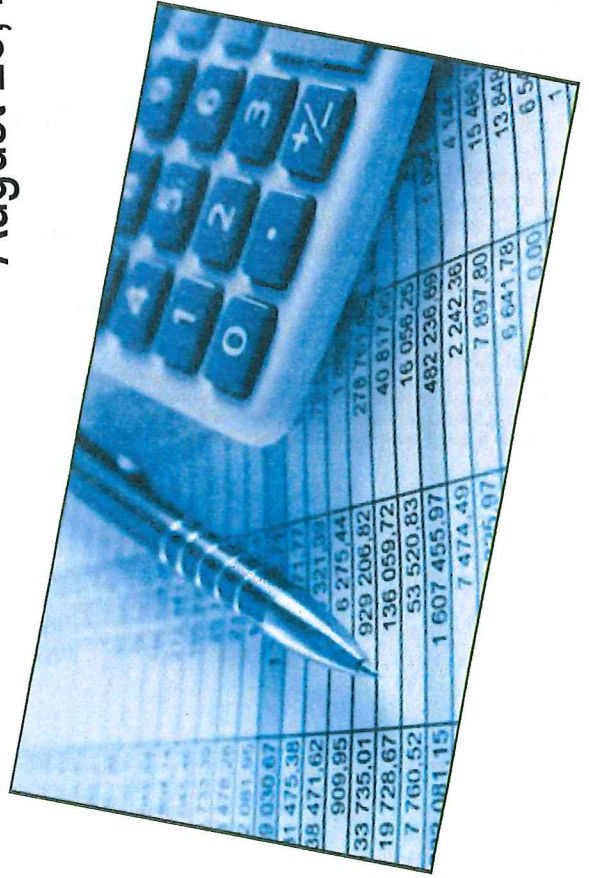
Steven VandenAvond  
President

Craig L. Berndt, P.E.  
Director, Public Works



# Commission 2014 Budget Workshop

August 28, 2013



**NEW Water**  
**GREEN BAY METROPOLITAN SEWERAGE DISTRICT**  
**2014 Budget - First Budget Workshop 8/28/2013**  
**SUMMARY OF REVENUES AND EXPENSES**

**REVENUES**

MUNICIPAL USER FEES  
MILL USER FEES  
MILL DIRECT CHARGES  
MILL CAPITAL CHARGES (1)  
GENERAL RESERVE INTEREST  
OTHER REVENUES  
  
RATE STABILIZATION RESERVE TRANSFERS  
ICR RESERVE TRANSFERS  
PERF RESERVE TRANSFERS  
GENERAL FUND TRANSFERS  
TOTAL REVENUES

2013 BUDGET	Projected 2013 Year End	Budget vs. Projected Favorable/(Unfavorable) VARIANCE	2014 BUDGET	% of Overall REVENUES	2013 & 2014 Budget Favorable/(Unfavorable) VARIANCE
\$ 26,653,608	\$ 26,883,394	\$ 229,786	\$ 28,100,204	82.7%	\$ 1,446,597
1,165,497	1,192,416	26,919	1,324,126	3.9%	158,630
151,683	106,619	(45,064)	121,970	0.4%	(29,713)
1,531,275	1,531,275	-	1,463,525	4.3%	(67,751)
6,210	3,200	(3,010)	5,540	0.0%	(670)
322,475	308,021	(14,454)	320,231	0.9%	(2,244)
\$ 29,830,747	\$ 30,024,925	\$ 194,178	\$ 31,335,597	92.3%	\$ 1,504,849
-	-	-	-	0.0%	-
2,945,713	2,945,713	-	2,622,830	7.7%	(322,883)
-	-	-	-	0.0%	-
-	(966,313)	(966,313)	-	0.0%	-
\$ 32,776,461	\$ 32,004,325	\$ (772,135)	\$ 33,958,427	100.0%	\$ 1,181,966

**EXPENSES**

SALARIES & BENEFITS  
POWER  
CONTRACTED SERVICES  
MAINTENANCE & REPAIRS (4)  
CHEMICALS  
NATURAL GAS & FUEL OIL  
SOLID WASTE DISPOSAL  
INTERCEPTOR SYSTEM (2)  
OFFICE & ADMINISTRATIVE (4)  
INSURANCE  
SUPPLIES  
EMPLOYEE TRAINING & DEVELOPMENT (5)  
TRAVEL AND MEETINGS  
DNR ENVIRONMENTAL FEES  
TOTAL O & M EXPENSES  
  
DEBT SERVICE (3)  
ANNUAL CAPITAL  
R2E2 CONSTRUCTION (RATE STABILIZATION)  
TOTAL DEBT SERVICE, ANNUAL CAPITAL & RATE STABILIZATION  
  
TOTAL EXPENSES

2013 BUDGET	Projected 2013 Year End	Budget vs. Projected Favorable/(Unfavorable) VARIANCE	2014 BUDGET	% of Overall EXPENSES	2013 & 2014 Budget Favorable/(Unfavorable) VARIANCE
\$ 9,667,173	\$ 9,606,948	\$ 60,225	\$ 9,930,772	29.2%	\$ (263,599)
2,599,489	2,388,958	210,531	2,551,590	7.5%	47,899
1,807,414	1,438,549	368,865	2,124,333	6.3%	(316,919)
1,617,124	1,696,386	(79,262)	1,620,982	4.8%	(3,858)
671,171	358,186	312,985	588,650	1.7%	82,521
1,325,095	1,312,802	12,293	1,363,359	4.0%	(38,264)
385,638	273,023	112,615	276,028	0.8%	109,610
707,477	664,974	42,503	622,549	1.8%	84,928
339,568	279,010	60,558	362,093	1.1%	(22,525)
175,692	193,188	(17,496)	195,957	0.6%	(20,265)
156,998	151,768	5,230	154,004	0.5%	2,994
122,577	97,647	24,930	129,493	0.4%	(6,916)
82,686	75,068	7,618	77,095	0.6%	5,591
152,000	143,452	8,548	155,000	0.5%	(3,000)
\$ 19,810,102	\$ 18,679,959	\$ 1,130,143	\$ 20,151,905	59.7%	\$ (341,803)
\$ 7,453,539	\$ 7,453,539	-	\$ 8,725,472	25.7%	\$ (1,271,934)
1,912,820	2,270,828	(358,008)	2,714,400	8.0%	(801,580)
3,600,000	3,600,000	-	2,366,650	7.0%	1,233,350
\$ 12,966,359	\$ 13,324,366	\$ (358,008)	\$ 13,806,522	40.7%	\$ (840,164)
\$ 32,776,461	\$ 32,004,325	\$ 772,135	\$ 33,958,427	100%	\$ (1,181,966)

**Notes:**

- (1) Includes Fox River Fiber Capital Cost.
- (2) Interceptor System includes all expenses related to interceptors, Meter and Lift Stations, including chemicals, power, phones, pretreatment program, and water.
- (3) Debt Service for 2014 reflects collection and payments for 2015 Debt Payments.
- (4) GBMSD Water and Fire Protection Expenses were moved from Office Administrative to Maintenance & Repair category.
- (5) Employee Training & Development includes Tuition Fees and in prior years was included with Office & Administrative category.



## NEW Water

## GREEN BAY METROPOLITAN SEWERAGE DISTRICT

2014 Budget - First Budget Workshop 8/28/2013

## USER FEES BY SOURCE

	2014 BUDGET	2013 BUDGET	ACTUAL 2012	ACTUAL 2011	ACTUAL 2010
Green Bay	\$10,703,403	\$9,701,856	\$8,232,577	\$8,810,145	\$6,979,957
De Pere	5,924,150	6,389,155	5,418,387	5,043,834	4,803,558
Ashwaubenon	3,943,932	3,551,630	3,067,970	3,027,136	2,559,854
Alouez	1,596,838	1,417,632	1,228,407	1,272,954	1,123,579
Howard	1,720,022	1,582,363	1,734,545	1,157,008	1,026,434
Pulaski	256,298	237,240	206,424	227,695	199,268
Luxemburg	138,947	129,332	112,277	121,277	106,191
Bellevue	1,453,417	1,288,599	1,146,931	1,111,773	1,022,469
Hobart	242,672	221,206	181,821	203,440	153,312
Ledgeview	581,927	508,255	453,093	435,466	339,942
Lawrence	248,389	203,103	191,114	175,840	178,320
Scott	293,639	246,357	240,623	228,998	199,488
Suamico	537,136	490,054	421,482	408,687	388,542
Dyckesville Sanitary District	68,831	67,247	46,494	56,996	45,997
New Franken Sanitary District	43,364	38,298	34,815	31,045	27,228
Pittsfield Sanitary District	35,433	31,292	28,461	25,959	22,469
TOTAL MUNICIPAL	\$27,788,398	\$26,098,616	\$22,745,421	\$22,338,253	\$19,176,608
Georgia-Pacific					(20,670)
Procter & Gamble	1,324,126	1,165,497	1,060,209	1,306,480	979,659
TOTAL MILLS	\$1,324,126	\$1,165,497	\$1,060,209	\$1,306,480	\$958,989
TOTAL USER FEES	\$29,112,524	\$27,264,113	\$23,805,630	\$23,644,733	\$20,135,597



# NEW Water 2014 Budget Drivers



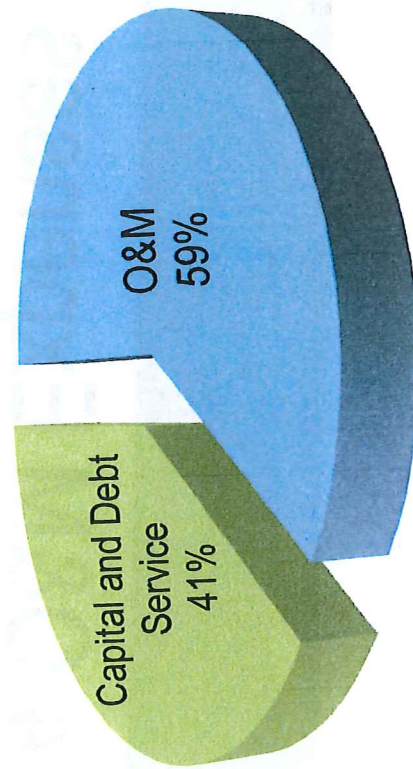
- Loss of 21% of BOD loading
- Build funding capacity for future R2E2 project debt
- Fund other essential capital projects
- Begin adaptive management planning



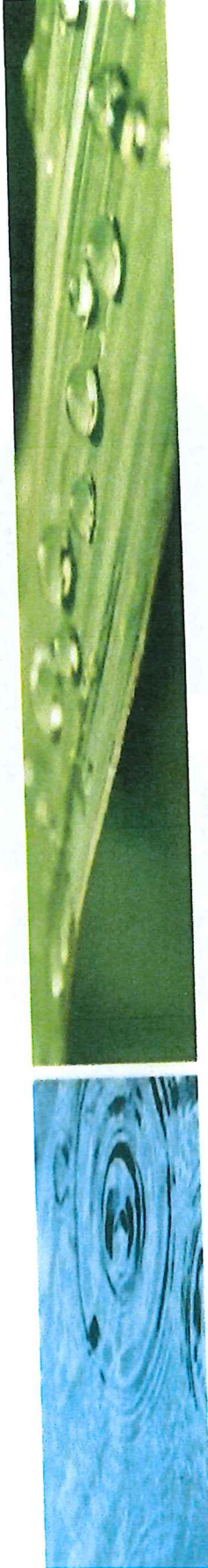


# 2014 Proposed Expenses

Budget Category	2013 Budget	2013 Projected	2014 Budget
Operations & Maintenance (O&M)	\$19,810,102	\$18,680,000	\$20,151,905
Debt Service and Annual Capital	\$12,966,359	\$13,320,000	\$13,806,522
Total Expenses	\$32,776,461	\$32,000,000	\$33,958,427

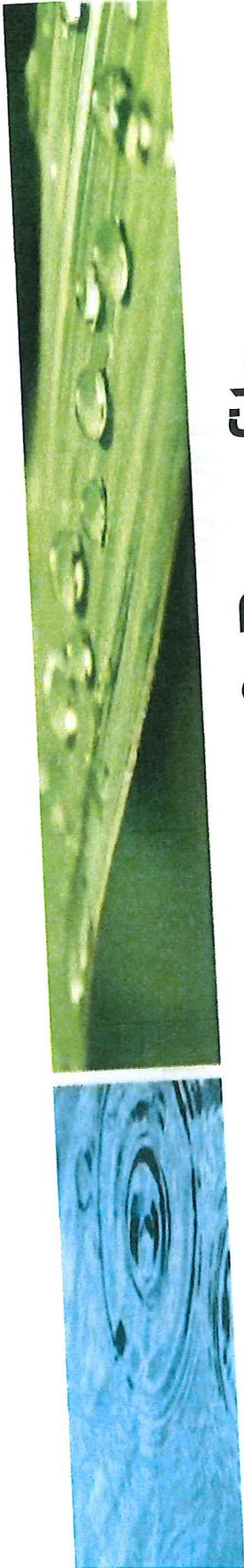






# 2014 O&M Expenses

Broad Categories	2013 Budget	2013 Projected	2014 Budget
Salaries	\$6,870,709	\$6,780,000	\$6,912,911
Benefits	\$2,796,464	\$2,830,000	\$3,017,861
Power	\$2,599,489	\$2,390,000	\$2,551,590
Natural Gas & Fuel Oil	\$1,325,095	\$1,310,000	\$1,363,359
Chemicals	\$671,171	\$360,000	\$588,650
Maintenance – Plant	\$1,617,124	1,700,000	\$1,620,982
Maintenance – Interceptors	\$707,477	\$670,000	\$622,549
Contracted Services	\$1,807,414	\$1,440,000	\$2,124,333
Solid Waste Disposal	\$385,638	\$270,000	\$276,028
Insurance	\$175,692	\$190,000	\$195,957
Administrative	\$853,829	\$750,000	\$877,685
Total Expenses	\$19,810,102	\$18,690,000	\$20,151,905



## 2014 Salaries & Benefits

- Assume 9% increase in health insurance premiums
- WRS contribution rate increase from 6.65% to 7.0%
- Accounting adjustment for WRS, FICA, and Medicare
- Annual step increase for eligible employees, no market adjustment





## Proposed 2014 Major Capital Projects

- R2E2 Construction - \$125M
- DPF disinfection system improvements - \$3.6M
- Dutchman Creek & Scott Bayshore interceptor improvements - \$5.4M
- DPF Effluent Filter improvements - \$2.0M





# 2014 Revenues

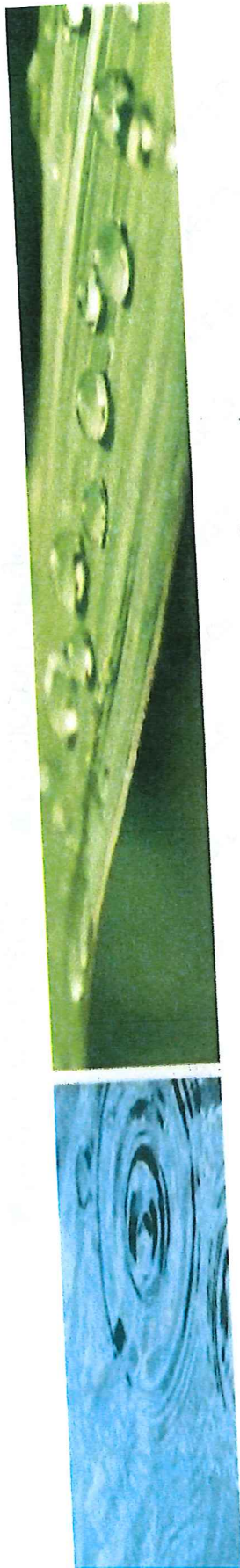
Broad Categories	2013 Budget	2013 Projected	2014 Budget
Municipal User Fees	\$26,653,608	\$26,900,000	\$28,100,204
Mill User Fees	\$1,165,497	\$1,200,000	\$1,324,126
Mill Direct Charges	\$151,683	\$110,000	\$121,970
Mill Capital Charges	\$1,531,275	\$1,530,000	\$1,463,525
General Reserve Interest	\$6,210	\$3,000	\$5,540
Other Revenues	\$322,475	\$310,000	\$320,231
Rate Stabilization Reserve Transfers	\$0	\$0	\$0
ICR Reserve Transfers	\$2,945,713	\$2,950,000	\$2,622,830
Debt Service Transfers	\$0	(\$970,000)	\$0
Total Revenues	\$32,776,461	\$32,030,000	\$33,958,427





# Municipal Rate

Parameter	2013 Rate	2014 Rate	% Change
Total Combined Rate (1,000 gals)	\$2.34449	\$2.658	13.0%
Volume (1,000 gals)	\$0.85862	\$0.917	7.0%
Biochemical Oxygen Demand (lbs)	\$0.30901	\$0.416	34.5%
Suspended Solids (lbs)	\$0.34795	\$0.377	8.2%
Phosphorus (lbs)	\$0.62393	\$0.682	9.3%
Total Kjeldahl Nitrogen (lbs)	\$0.78995	\$0.843	6.7%



# Estimated Reserve Status

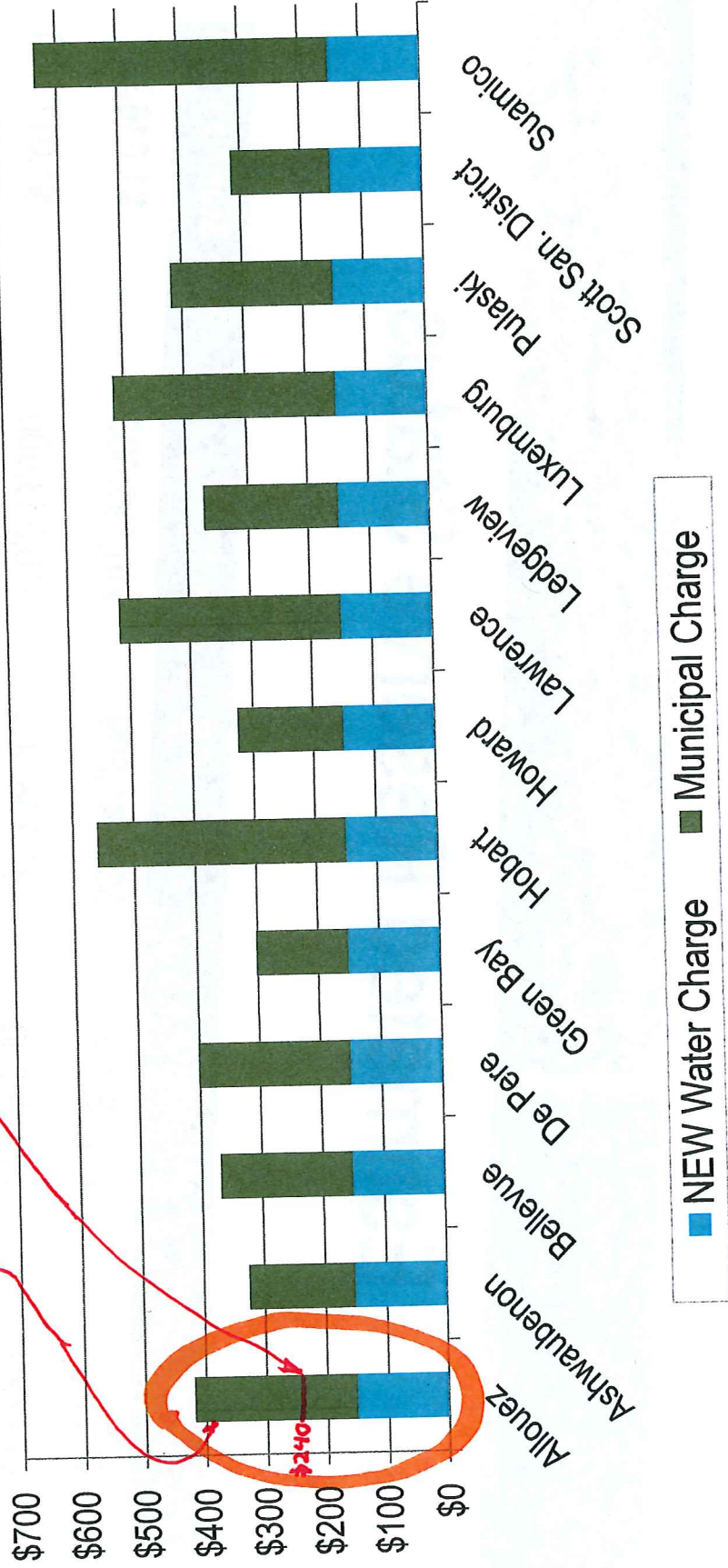
	PERF	ICR	Debt Service	Rate Stabilization
12/31/2012	\$7,019,488	\$30,141,899	\$10,795,503	\$1,016,917
12/31/2013	\$6,999,000	\$32,356,000	\$10,553,000	\$1,017,000
12/31/2014	\$7,174,000	\$31,209,000	\$10,709,000	\$1,017,000





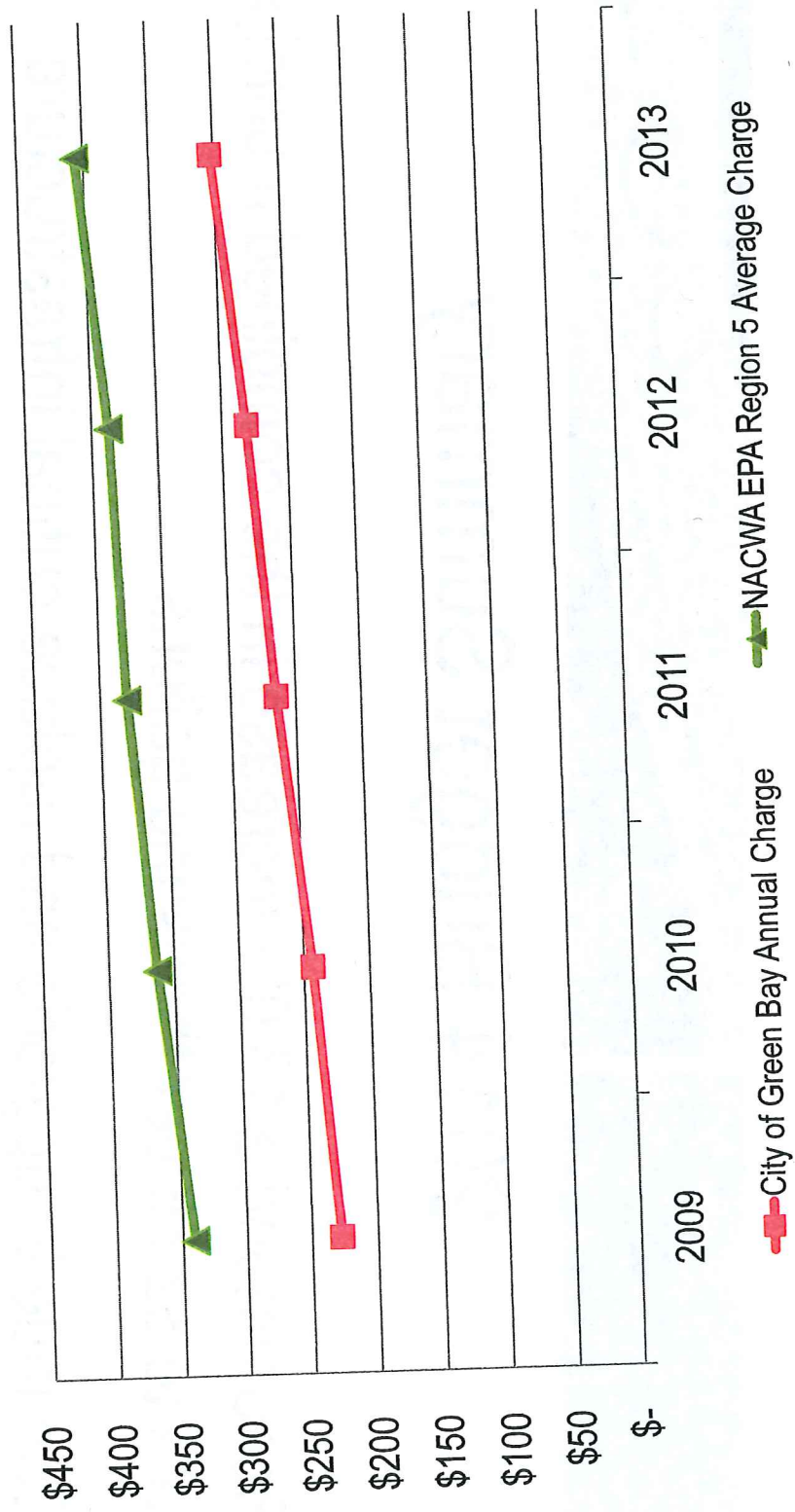
# 2013 Average Annual Residential Sewer Charges

*Total cost with DC*  
*~ \$400/yr for Allowez*  
 $\$1,596,838 \text{ annual cost GWSRD} \times 9.5 \text{ K/mos} = \$1996/\text{month for Allowez home}$   
 $= \$240/\text{yr for Allowez customer}$





# NEW Water Sewer Service Charge Comparison





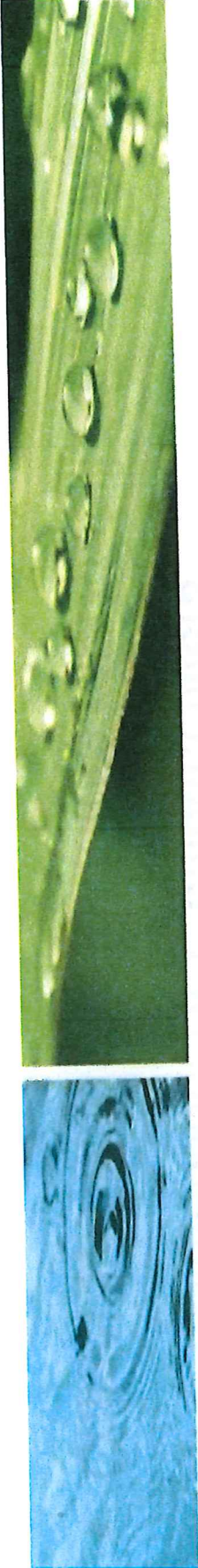


## 2014 Budget Summary

- Recommend a 13.0% increase in the combined municipal rate to \$2.66 per thousand gallons
- Continue to upgrade and replace critical infrastructure







## 2014 Budget Summary - O&M

- O&M expenses increased by 1.7% over 2012
- 21% reduction in BOD loading
- WPS 5.1% electricity rate increase
- WRS contribution rate increase from 6.65% to 7.0%
- Increase in contracted services



## 2014 Budget Summary - Capital

- Begin pre-purchase of major R2E2 equipment with construction beginning in late 2014
- Offsetting most interceptor debt service using ICR reserve
- New loans for R2E2, Dutchman Creek, Scott Bayshore, DPF disinfection, DPF effluent filters
- Collect \$2.5M to use for future rate stabilization for R2E2

# *Water Utility Delinquent Bill Program Status*

## *First Two Mailings*

1st group of letters were sent out on August 8, 2013  
2nd notices were sent out on September 5, 2013

Number of letters sent	46
Number of letters paid in full	10
Number of payment plan	8
Number of 2nd notices sent	24
Number of people who made a payment but not on a plan	4

2nd group of letters were sent out on August 22, 2013

Number of letters sent	50
Number of letters paid in full	6
Number of payment plan	9
Number of 2nd notices sent	0
Number of people who made a payment but not on a plan	4



1. The first part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

It is shown that the function  $f(x)$  is increasing and concave down on the interval  $(-\infty, \infty)$ . Moreover, the function  $f(x)$  has a horizontal asymptote at  $y = \frac{\pi}{2}$  as  $x \rightarrow \infty$  and a vertical asymptote at  $x = 0$  as  $x \rightarrow -\infty$ .

2. The second part of the paper is devoted to the study of the properties of the function  $g(x)$  defined by the equation

$$g(x) = \int_0^x \frac{1}{1+t^4} dt$$

It is shown that the function  $g(x)$  is increasing and concave down on the interval  $(-\infty, \infty)$ . Moreover, the function  $g(x)$  has a horizontal asymptote at  $y = \frac{\pi}{4}$  as  $x \rightarrow \infty$  and a vertical asymptote at  $x = 0$  as  $x \rightarrow -\infty$ .