

VILLAGE OF ALLOUEZ

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Department of Public Works

BROWN COUNTY HIGHWAY DEPARTMENT AND MUNICIPALITY AGREEMENT

Attached is the draft agreement developed between the metro municipal public works directors and the Brown County Highway Department (BCHD). This agreement has been presented by BCHD to the county planning and development committee for review.

This agreement is a draft which can be modified as needed for any specific project. This agreement serves as the base case for any joint road project.

Several key points:

1. It provides a way for a municipality to expedite a project to get it constructed even if the county does not have the project in its planning and funding.
2. The typical joint project (means jointly planned including funding) is a 50/50 cost share, the same as recent and current joint projects. The original county goal was to reduce the county's share of a project cost to a lower level.
3. The county agrees to share in stormwater treatment costs including ponds, and gives the municipality the option of taking full credit for the treatment provided. The criteria for assessing costs is defined.
4. The issues of storm sewer maintenance, sidewalk maintenance and other maintenance costs are resolved. These were always an issue and a source of disagreement.
5. Sidewalk construction costs are still weighted to the municipality but it is felt this cannot be changed to 50/50 cost sharing.

This draft agreement is essentially the agreement Allouez negotiated for the recent Hoffman Road project.

This agreement will be under review by Brown County for 2-3 months or longer. We should encourage our representatives to support this agreement.

C. Berndt
February 10, 2017

PUBLIC WORKS DEPARTMENT

Brown County

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PAUL A. FONTECCHIO, P.E.
DIRECTOR

TO: Brown County Municipal Public Works Departments
Brown County Town Chairman

FROM: Paul Fontecchio, P.E.

DATE: January 6, 2017

RE: Brown County Municipal Project Agreement

As noted at the June, 2016 Planning, Development, and Transportation (PD&T) Committee meeting, there needed to be clarification on a number of items in the Brown County Municipal Project Agreement and adoption by the County Board. Since the June PD&T meeting, the Brown County municipalities met a number of times on their own to discuss the issues, and Brown County Public Works staff met jointly with the municipalities on September 22, 2016 and December 15, 2016. The Towns were invited to meet with the County on September 9 and 15, 2016. Lastly, the County met with the Village of Pulaski on September 16, 2016.

In attendance at the joint municipal and County meetings were:

- Village of Ashwaubenon – Doug Martin
- Village of Allouez – Craig Berndt
- Village of Bellevue – Bill Balke
- Village of Denmark – Erika Sisel
- Village of Hobart – Jerry Lancelle
- Village of Howard – Geoff Farr
- Village of Wrightstown – Travis Coenen
- Town of Ledgeview – Mark Pansier
- City of De Pere – Scott Thoresen/Eric Rakers
- City of Green Bay – Steve Grenier
- Brown County – Nick Uitenbroek
- Brown County – Paul Fontecchio

This group came to consensus on a number of issues including the following:

1. Acknowledgement of state statues in regards to improving roadways within city limits.
2. Storm sewer ownership under a county highway.
3. Maintenance of storm sewer manhole and inlet castings.
4. Utility permitting and coordination in county right-of-way.
5. Cost sharing of bicycle accommodations.
6. Overall municipal project agreement.

1. State Statutes

Sections 83.05 and 83.025 of the Wisconsin statutes define the responsibilities of the county in regards to county highway improvements and maintenance. Both of these sections of state statutes have been incorporated into the new municipal project agreement.

2. Storm Sewer Ownership

On September 1, 2016 Brown County shared a legal opinion on the ownership of storm sewer under a county highway. At the September 22, 2016 meeting between the County and the municipalities, the municipalities agreed that storm sewer running under a county highway is the municipalities' sewer system. Brown County Public Works will work with the municipalities to get them any as-built plans of existing storm sewer to them if they don't already have it. Future reconstruction projects will continue to be cost-shared 50-50 as it has in the past.

3. Maintenance of Storm Sewer Manholes and Inlet Castings

At the December 15, 2016 meeting between the County and the municipalities, the municipalities requested that they be the ones to maintain the manhole castings and inlet castings based on the ownership of the sewer system.

4. Utility Permitting and Coordination in County Right-of-Way

Historically Brown County was the only permitting authority for private utility work in County right-of-way; however, municipalities have sanitary sewer, storm sewer, and water lines in County right-of-way that needs to be coordinated with as well. Beginning March 1, 2017 Brown County will require a permit from the municipality be approved by the municipality prior to the County approving a work within the right-of-way permit. In addition, Brown County will not be charging municipalities a permit fee for their utility work within the right-of-way.

5. Cost sharing for bicycle accommodations

At the December 15, 2016 meeting between the County and the municipalities, the municipalities requested the project agreement language be changed so that municipalities and the county will cost share 50/50 the cost of either on-street bike lanes or an off-street multi-use bicycle/pedestrian path, but not both. If one party wants both, then that party will be responsible for the additional costs associated with that accommodation.

6. Overall municipal project agreement

At the December 15, 2016 meeting between the County and the municipalities, the last remaining edits were discussed and agreed upon to the municipal project agreement. The final document will be reported to the January 23, 2017 Planning, Development, and Transportation meeting and the full County Board on February 15, 2017.

Brown County

MUNICIPAL PROJECT AGREEMENT

Project ID #: XX-##

Municipality: X

Highway: CTH XX

Construction Year: 2017

Limits: STH X – CTH X

Length: 0.XX miles

Federal/State Funds: No Yes – Attached State Municipal Agreement between WisDOT & Brown County is a part of this agreement.

1.0 GENERAL

The signatory, Village of X (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 County to enter into agreements with the Municipality is extended by Section 83.035 of Wisconsin State Statutes. The authority for the Highway Commissioner to enter into contracts with municipalities within Brown County is from Section 6.10 of the Brown County Code of Ordinances.

2.0 CITIES

Section 83.05(1) of Wisconsin State Statutes states:

83.05 Improving streets over 18 feet wide. (1) *When a portion of the system of county aid highways in any city is to be improved, and the funds from the city and county are available therefor, the city may determine that the roadways shall be paved to a greater width than 18 feet. If it so decides, the city may determine the type of improvement, the width, and all other features of the construction, subject to the approval of the county highway committee. And said committee shall fix the amount per linear foot of the improvement to be paid by the county. The city shall then improve the street in the manner provided generally for making street improvements. The work shall be done under the supervision of the city, but subject to the inspection of the county highway commissioner.*

When a portion of county highway in a city is to be improved, the City has a choice in how it wants enter into agreement with the County.

2.1 The City follows State Statute 83.05. The City then would determine the type of improvement, the width, and all other features of the construction subject to the approval of the Highway Commissioner.* The City determines if any acquisition of land is required as a result of the design (the City prepares the right-of-way plat), and pays for the cost of the right-of-way acquisition (since the amount of land to be acquired is determined by the municipality as a function of their design of the roadway). The County acquires the land per section 83.07 and 83.08 of the Wisconsin statutes.

* Per Wis. Stat. §83.015(2)(b), the county highway commissioner shall have the administrative powers and duties prescribed for the county highway committee under 83.05(1).

The County will then likewise follow state statutes in terms of the cost sharing per Wis. Stat. §83.05(2) which states:

83.05(2) *Upon the completion of the work the county's share of the cost shall be paid to the contractor as though the county had been an immediate party to the contract. Unless specifically authorized by the county, the payment by the county shall not exceed the cost of 22 feet of the width of the pavement, as well as a portion of the costs of grading, draining, and appertaining structures. The balance of the expense of the improvement shall be borne by the city, and shall be provided in the manner in which expense of street improvement is ordinarily met. Assessments of benefits may be made by the city against abutting property in the manner provided where the improvement is done solely at the expense of the city, but such assessments of benefits shall not exceed the difference between the cost of the improvement and the amount contributed thereto by the county.*

2.2 The City yields their statutory authority and enters into an agreement with the County per the County's municipal project agreement policy. In coordination and agreement with the City, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and City will follow Attachment #1 for project specific eligible and non-eligible project costs.

For this Agreement the City and County agree to follow:

- Section 2.1
- Section 2.2

3.0 VILLAGES AND TOWNS

3.1 The Village or Town enters into an agreement with the County per the County's municipal project agreement policy. In coordination and agreement with the Village or Town, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and Village or Town will follow Attachment #1 for project specific eligible and non-eligible project costs.

3.2 The Village or Town petitions to follow section 2.1 of this policy. A village or town may petition the Highway Commissioner to allow the village or town to follow section 2.1 of this policy for urban or proposed urban areas.

For this Agreement the Village or Town and County agree to follow:

- Section 3.1
- Section 3.2

4.0 PROJECT SUMMARY

1. Reason for Project (existing facility)

The road...

2. Proposed Improvement (nature and scope of work)

Reconstruction...

5.0 PROJECT FUNDING

5.1 Estimated Project Cost and Cost Sharing

The following project cost breakdown is an estimate only. An administrative overhead fee will be applied to the project according to the current statewide overhead rate. For estimating purposes a 5% administration fee is used.

ITEM	ESTIMATED COST	COUNTY FUNDS	VILLAGE FUNDS	TOWN FUNDS
ENGINEERING & DESIGN:				
Plan Design	\$100,000	\$50,000	\$50,000	\$0
State Review	\$0	\$0	\$0	\$0
Engineering Subtotal	\$100,000	\$50,000	\$50,000	\$0
RIGHT-OF-WAY ACQUISITION:				
Plat Preparation & Appraisals	\$100,000	\$50,000	\$50,000	\$0
Acquisition	\$1,000,000	\$500,000	\$500,000	\$0
Right-of-way Subtotal	\$1,100,000	\$550,000	\$550,000	\$0
BRIDGE CONSTRUCTION:				
Eligible (Participating)	\$100,000	\$50,000	\$50,000	\$0
Non-Eligible (Non-Participating)	\$0	\$0	\$0	\$0
State Review	\$0	\$0	\$0	\$0
Bridge Construction Subtotal	\$100,000	\$50,000	\$50,000	\$0
ROAD CONSTRUCTION:				
Eligible (Participating)	\$4,000,000	\$2,000,000	\$2,000,000	\$0
Non-Eligible (Non-Participating)	\$0	\$0	\$0	\$0
State Review	\$0	\$0	\$0	\$0
Road Construction Subtotal	\$4,000,000	\$2,000,000	\$2,000,000	\$0
PROJECT SUBTOTAL:	\$5,300,000	\$2,650,000	\$2,650,000	\$0
5% ADMINISTRATIVE OVERHEAD:	\$265,000	\$132,500	\$132,500	\$0
TOTAL PROJECT COST:	\$5,565,000	\$2,782,500	\$2,782,500	\$0

5.2 Cost Sharing & Billing

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

If the County requests the Municipality takes lead on a project – design, bidding, construction administration, etc., then the Municipality may charge an administrative rate to the County at the current statewide overhead rate.

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

6.0 MAINTENANCE RESPONSIBILITIES AND JURISDICTION

6.1 Maintenance

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.

6.2 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: _____

7.0 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 Fontecchio, Director
Brown County Public Works Department

Date

ATTACHEMENT 1:

MUNICIPAL PROJECT AGREEMENT COST SHARE POLICY

Brown County Public Works follows state law as found in Trans 205 for County Trunk Highway Standards or the Wisconsin Department of Transportation's Facility Design Manual (FDM) for the design, maintenance, and improvements of county trunk highways.

PROJECT TYPE	BROWN COUNTY	MUNICIPALITY
<p>Asphalt Reconditioning: <i>Reconditioning is defined as a maintenance level activity involving the reclaiming of the existing pavement and/or base course, replacement of the pavement in generally the same alignment (vertical and horizontal).</i></p> <p>A. Reclaim of existing pavement & base course</p> <p>B. Paving of up to 4.5" asphaltic pavement</p> <p>C. Curb & gutter replacement (spot repairs as part of reconditioning).</p> <p>D. Curb & gutter replacement (larger areas of repairs as agreed to by the Municipality and County).</p> <p>E. Curb & gutter replacement for Municipal utility work.</p>	<p>100%</p> <p>100%</p> <p>100%</p> <p>50%</p> <p>0%</p>	<p>0%</p> <p>0%</p> <p>0%</p> <p>50%</p> <p>100%</p>
<p>Roadway Reconstruction: <i>Reconstruction is defined as the total rebuilding of an existing highway including pavement and base replacement, excavation below subgrade, drainage, transportation related appurtenances, roadway realignment, widening, and/or converting a rural roadway to an urban roadway.</i></p> <p>A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs).</p> <p>B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes.</p> <p>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).</p>	<p>50%</p> <p>100%</p> <p>50%</p>	<p>50%</p> <p>0%</p> <p>50%</p>
<p>New Roadway Construction:</p>	<p>50%</p>	<p>50%</p>
<p>Bridge Construction/Reconstruction:</p> <p>A. Part of Roadway Reconstruction A & C above.</p> <p>B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality.</p> <p>C. County Bridge Replacement.</p>	<p>50%</p> <p>50%</p> <p>100%</p>	<p>50%</p> <p>50%</p> <p>0%</p>

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, and compensable utility relocation costs.
C. Wetland replacement mitigation.
D. Storm water devices (ponds, infiltration areas, etc.) required for the project (prorated to 50% of the costs required for the roadway work).
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, 14-foot wide asphalt outside curb lane, 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. In accordance with the Brown County Bicycle and Pedestrian Plan, Brown County will share the costs of the following: <ol style="list-style-type: none"> 1. Concrete sidewalk replacement or new sidewalk construction – the County will participate in the costs for one (1) side of the roadway for sidewalk up to 5' in width for a concrete sidewalk except for areas of municipal utility cuts which are the responsibility of the municipality. 2. Multi-use bicycle/pedestrian asphaltic path or on-street bike lanes - the County will participate in the costs for either one off-street multi-use bicycle/pedestrian path up to 10' in width or on-street bike lanes in accordance with FDM 11-46 Figure 15.1, but not both.
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. Any allowed parking stalls.
- E. 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.
- F. Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County.
- G. Decorative features (lighting, signs, railing, etc.) above standard baseline costs.