

**AGENDA**  
**PUBLIC WORK'S COMMITTEE MEETING**  
**Wednesday, April 12, 2017**  
**5:30 P.M., Allouez Village Hall**

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

1. MODIFY/ADOPT AGENDA
2. APPROVE MINUTES from the March 15, 2017 meeting.

**OLD BUSINESS:**

3. DISCUSSION/ACTION: EMERGENCY SERVICES AGREEMENT WITH BROWN COUNTY (DPW Berndt).
4. DISCUSSION/ACTION: SIDEWALK SNOWPLOWING POLICY UPDATES (DPW Berndt).

**NEW BUSINESS:**

5. DISCUSSION/ACTION: TRAFFIC ITEMS FROM 3/28/2017 VILLAGE BOARD MEETING (DPW Berndt).
6. DISCUSSION/ACTION: PUBLIC WORKS COMMITTEE MEETING SCHEDULE (Village President Rafter).

**DISCUSSION:**

7. ADJOURNMENT

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

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

*Present: Jim Rafter, Rick King, Clarence Matuszek, Lynn Green, Craig Berndt, and Brad Lange*

*Excused: Jim Genrich*

1. MODIFY/ADOPT AGENDA

*Rafter/King moved to approve the agenda as presented. All eyes*

2. APPROVE MINUTES from the February 15, 2016 meeting.

*Rafter/Matuszek moved to approve the February 15, 2017 minutes as presented. All eyes*

**OLD BUSINESS:**

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

*Chris Rossmiller, Mead & Hunt, was present to answer questions relating to the north crossing. Per discussions with WisDOT, the north crossing will not meet the warrants necessary to allow for a "Hawk Crossing". However, a rapid flashing beacon (RRFB) would be allowed. If an RRFB is installed, the intent would be to have the signs and flashing lights extended over Riverside Drive for better visibility.*

*Question was asked if the WisDOT would cover the cost. Berndt will look into this.*

*It was also suggested to work in conjunction with the City of Green Bay on any public announcements in order to better reach the public.*

*No action taken.*

**NEW BUSINESS:**

4. DISCUSSION/ACTION: RECONSTRUCTION PROJECT BID AWARD AND PROJECT BORROWING (DPW Berndt).

*Berndt provided a spreadsheet (attached) with the bid results. David Tenor Corporation, whom has done projects in the past for the village, is the low*

*bidder. The low bid is below our cost estimates and is the recommendation of staff.*

***Matuszek/King motioned to recommend to the Village Board, awarding Contract AL 2017 – 01, Street and Utility Reconstruction Project to the low bidder, David Tenor Corporation in the amount of \$2,313,254.35. All ayes***

5. DISCUSSION/ACTION: PURCHASE OF TRUCK #42 REPLACEMENT (DPW Berndt).

*Berndt provided updated bid numbers received as changes in lighting was asked of the vendors. Peterbilt's new bid is \$183,567 and Western Star is \$182,352. Staff has recommended the low bid of \$182,352, Western Star.*

*Discussion was held on what our current fleet consist of and thoughts from operators and mechanic. Berndt explained we currently have both Western Star and Peterbilt in our fleet. Operators prefer the Peterbuilt, however, Western Star is fine. The mechanic has no concerns regarding either of the manufacturers.*

*The Public Works Committee discussed the operator preferences, the ease of controls use and the aluminum cab in the Peterbilt, and based the recommendation of the Peterbilt purchase on these features.*

***Green/King moved to recommend to the Village Board the purchase of the Peterbult at a cost of \$183,567. All ayes***

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

*After much discussion, it was recommended that Berndt prepare a list of proposed changes to sidewalk snowplowing criteria, and add the comments to the current policy bring it back at a future meeting. It was agreed that plowing when 2-3" snowfalls, plowing on a weekend if significant snowfall, and adding Libal to the plowing would be implemented now since it will have little impact on this year's budget because it is almost spring.  
(Memos attached).*

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

*Berndt provided a memo that highlighted sidewalks identified in the Ad Hoc Bike and Pedestrian Plan and an estimated cost to install the sidewalks. (see memo).*

*No action taken*

8. DISCUSSION/ACTION: EMERGENCY SERVICES AGREEMENT WITH BROWN COUNTY (DPW Berndt).

*Berndt provided an agreement that area DPW's have been discussing/reviewing. The village has not entered into any agreement for emergency services with Brown County for a few years. It is Berndt's recommendation to sign the contract for emergency services only. It was agreed to have the contract reviewed by Attorney Gast and bring it back to committee.*

*Rafter/King moved to have our legal counsel review before sending it to the Village Board. All ayes*

**DISCUSSION:**

9. ADJOURNMENT

*Matuszek/King moved to adjourn at 6:46pm. All ayes.*

## Craig Berndt

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**From:** Randall L. Gast <Randy@hanaway.com>  
**Sent:** Friday, March 17, 2017 12:44 PM  
**To:** Craig Berndt  
**Cc:** Brad Lange  
**Subject:** RE: Allouez BCHD Contract

Good day. I have reviewed the BCHD contract. Probably makes good sense to have the County available on an emergency and on-call basis. Note that if we opt in only for emergency services we lose priority to the County's obligations for State and County projects and to other Municipalities which have signed up for the winter maintenance agreement. Pretty straight forward and even handed agreement and I see no problems.

Randy

Attorney Randall L. Gast  
HANAWAY ROSS, S.C.  
345 S. Jefferson Street  
Green Bay, WI 54301  
920-432-3381  
Email: [Randy@hanaway.com](mailto:Randy@hanaway.com)  
Web Site: [www.hanaway.com](http://www.hanaway.com)

-----Original Message-----

From: Craig Berndt [<mailto:Craig@villageofallouez.com>]  
Sent: Thursday, March 16, 2017 4:06 PM  
To: Randall L. Gast  
Cc: Brad Lange  
Subject: Allouez BCHD Contract

Hi Randy-

Attached is a proposed contract between Allouez and the Brown County Highway Department. Allouez has not contracted for Brown County services since the completion of Hoffman Road. However, emergency services provided by Brown County would be useful and important should a major emergency occur and their assistance needed. This would be the only service I think we would request, and services would only be provided if we requested them.

Please review this contract and let us know if you have any concerns or suggestions. Thanks, Craig

Craig L. Berndt, P.E.  
Director, Public Works  
Village of Allouez  
1900 Libal Street  
Green Bay, WI 54301  
(920) 448-2800  
[Craig@villageofallouez.com](mailto:Craig@villageofallouez.com)

PUBLIC WORKS DEPARTMENT

*Brown County*

2198 GLENDALE AVENUE  
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576  
EMAIL: bc\_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.  
DIRECTOR

March 2, 2017

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

RE: 2018 Municipal Maintenance Agreement

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

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

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

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

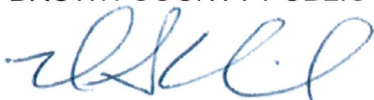
- In the past, a charge rate equal to 50% above (1.5 multiplier) the standard straight time or overtime pay rate with benefits, machinery, and material costs was applied for on call emergency services under "General Maintenance" (Option #2), or "On Call Emergency Services Only" (Option #3). This multiplier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

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

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

Sincerely,

BROWN COUNTY PUBLIC WORKS



Nicholas S. Uitenbroek, P.E.  
Engineering Manager

cc: Town Clerks (Notification Letter Only)

# Brown County

## MUNICIPAL MAINTENANCE AGREEMENT

**Municipality:** Village Of Allouez

**Year:** 2018

**Road Miles:** 54.65

### A. GENERAL

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

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

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

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

### B. MAINTENANCE WORK SUMMARY

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

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

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

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

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

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

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

3. **On Call Emergency Services Only**

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

4. **No Agreement.**

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



### C. MAINTENANCE WORK SELECTION

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

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

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

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

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

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

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

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

## D. RATES

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

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

### Machinery Rates

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

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

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

Survey Equipment	\$10.00
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### Labor Rates

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

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

Material Rates

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

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

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

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

**E. AGREEMENT AMOUNT**

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

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

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

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

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

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

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

## G. MAINTENANCE RESPONSIBILITY

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

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

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

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

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

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

#### **H. INDEMNIFICATION**

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

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

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

#### **J. ASSIGNMENT**

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

#### **K. WAIVER**

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

#### **L. HEADINGS**

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

**M. NOTICE**

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

**MUNICIPALITY:**

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

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

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

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

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

**BROWN COUNTY:**

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

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

**N. SEVERABILITY**

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

**O. DRAFTING**

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

**P. INTEGRATION**

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

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

**Q. ENTIRE AGREEMENT**

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

**R. MUNICIPALITY’S AUTHORIZED PERSONNAL**

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

Name (Printed Legibly or Typed)	Title

**S. AUTHORIZATION**

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

**FOR THE MUNICIPALITY:**

\_\_\_\_\_

Name & Title

\_\_\_\_\_

Date

**FOR THE COUNTY:**

\_\_\_\_\_

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

\_\_\_\_\_

Date

# VILLAGE OF ALLOUEZ

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

## Department of Public Works

### SIDEWALK SNOWPLOWING UPDATE

The snowplowing concepts include: increasing the amount of sidewalks to be plowed by the village, simplifying the criteria to only 3" snowfalls for all sidewalks (same as for plowing streets), and plowing within 48 hours so that some weekend plowing would occur. These are more specifically described as follows.

- 1. Continue the 3-inch snowfall criteria for sidewalk plowing.**  
Continue the natural 3-inch snowfall criteria on Webster and Allouez Avenues as reported by the weather stations because this is the criteria used for snowplowing of streets and residents are accustomed to this snowfall amount. The sidewalks usually receive less snow than the roadways.
- 2. Delete the 6-inch major storm criteria.**  
To simplify the snowplowing process for residents and to increase sidewalk snowplowing to provide more services, delete the major storm criteria of a 6" snowfall.
- 3. Weekend Sidewalk Snowplowing Added.**  
Snowplow sidewalks on a weekend (during daytime hours) to complete village sidewalk snowplowing within the same 48-hour period required of residents.
- 4. Add Libal Street and Hoffman Road to Sidewalk Snowplowing.**  
Add Libal Street, Hoffman Road, and Riverside Drive to sidewalk snowplowing to the same 3" snowfall criteria as Webster Avenue and Allouez Avenue. This will increase sidewalk plowing frequency in the entire village.
- 5. Update Sidewalk Plowing Map.**  
Update the sidewalk snowplowing map and post on the village website along with the policy.
- 6. Update Snowplowing Policy.**  
Update the policy statement and post on the website, and update in All About Allouez.

The above changes (3" criteria change, weekend plowing) is likely to double the Public Works Department snow and ice budget for sidewalk snowplowing, but this may not result in the same amount of increase in the Public Works budget. This would have to be determined during the annual budget process.



" PROPOSED New "

# VILLAGE OF ALLOUEZ

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

## Department of Public Works

### ALLOUEZ SIDEWALK SNOWPLOWING POLICY

April 1, 2017

- 1. Allouez residents must shovel their sidewalk after snowstorms, and maintain their sidewalk clear of snow and ice—even if the sidewalk is first plowed by the Village. This includes Webster Avenue, Allouez Avenue, Libal Street, and Hoffman road. Residents have 48 hours after a snowstorm to complete sidewalk shoveling.***
- 2. After each snowfall the Village plows roundabouts, village properties, and school routes. Village sidewalk snowplowing will be completed within 48 hours of snowfall including weekends. Schools plow sidewalks adjacent to their facilities.***
- 3. Because the Brown County Highway Department frequently plows large amounts of snow onto Webster and Allouez Avenue sidewalks, the Village will plow these sidewalks when the weather bureau reports a snowfall of 3-inches or more; or when weather and snow conditions dictate more frequent snowplowing. Sidewalk plowing on Webster and Allouez Avenue may be done after Brown County finishes street plowing--to minimize the need for repeated shoveling by the village and residents. Residents are to finish the sidewalk shoveling after village snowplowing, and maintain the sidewalk clear of snow and ice.***
- 4. The Village will plow the main sidewalks including Libal Street, Webster Avenue, Allouez Avenue, Hoffman Road, and Riverside Drive after snowstorms of 3" snowfall or more. The Village plows its streets at 3" snowfalls as well. Property owners must shovel after Village sidewalk snowplowing to maintain their sidewalk clear.***

#### **Sidewalk Clearing Notice to Property Owners**

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

#### **Non-Compliance Penalty**

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

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

# VILLAGE OF ALLOUEZ

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

## Department of Public Works

**ALLOUEZ SIDEWALK SNOWPLOWING POLICY**

September 1, 2012

### **Allouez Sidewalk Snow and Ice Removal Policy**

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

### **Sidewalk Clearing Notice to Property Owners**

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

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### SIDEWALK SNOWPLOWING

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

#### Legislative and Legal Responsibility for Sidewalk Clearing

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

#### Current Village Sidewalk Snowplowing Policy

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

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

The intent of the Allouez policy is as follows:

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

#### Village Plowing of Sidewalks

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

1. When the Village plows sidewalks about  $\frac{3}{4}$ -inch to 1-inch of snow remains and cannot be cleared by our equipment. This residual continues to build-up with more plowing. If residents shovel after village plowing (as required by ordinance) this is usually removed.
2. When the Village plows a snow tire track is compacted and remains. This also accumulates over time and is difficult to remove.
3. Plowing on Webster Avenue cannot clear the sidewalk full width because the snowbanks collapse back onto the plowed walk. This becomes worse with more snow.

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### TRAFFIC ITEMS—CP CENTER AND McCORMICK STREET

#### Traffic Control at McCormick and Irwin Streets

The intersection of McCormick and Irwin did have a 4-way stop until about 4 years ago, but due to low traffic the 4-way was relocated to Garland and Irwin to accommodate a bus stop and the higher vehicle traffic.

The question now is whether a 4-way stop is recommended at McCormick and Irwin. The vehicle traffic volume on McCormick remains relatively low. Speeding has not been a reported issue on either McCormick or Garland for a few years.

The opening of a local business at McCormick and Irwin will increase foot traffic at this intersection, but due to the low vehicle traffic volume this is unlikely to result in conflicts at the intersection.

The option of changing to a 4-way stop is optional (stop signs on McCormick). There does not appear to be a significant need at this time, but the village has typically implemented one traffic control sign on each east-west residential street.

Recommendation: Observe traffic, both foot and vehicle, over a minimum 45-day period using occasional visits by a traffic officer. Determine the need based on the observations.

#### Traffic in the area adjacent to the CP Center Project

The following items are traffic concerns expressed adjacent to the CP Center expansion project.

1. No parking on Waubenoer Ct adjacent to the temporary rear driveway to CP Center, and bus parking on Waubenoer Ct during daytime.

Temporary no parking signs will be posted by the village adjacent to the CP Center temporary entrance to approximately 50-ft either side. This will be monitored and adjusted as needed based on experience. This leaves adequate bus parking.

2. Limited visibility on Broadview south when exiting Waubenoer Ct.

While the visibility is somewhat limited looking south on Broadview it is still adequate without vehicles having to encroach onto Broadview to the point that it is a safety concern. The intersection should remain as at present. The line-of-sight cannot be improved and a stop sign option is not feasible. The vehicle traffic volume will be low on Waubenoer Ct so this should not be an issue.

3. Traffic Control at Webster and Broadview Streets.

Concern about increased traffic due to construction, and increased parking needs on the streets.

The traffic exiting the CP Center to Broadview will have to use both Webster Avenue, and Broadview to Libal for exit. A wait time of 2-4 minutes at Webster should be feasible because of the 172 stoplights. Travel to Libal provides other route options that will have to be used.

Temporary stop sign control on Webster Avenue is not feasible due to the impact on the other signal lights, and it is a county highway out of our jurisdiction.

Parking is prohibited on the north side of Broadview west of the CP Center street. This will be monitored for possible temporary no parking if needed.

The CP Center should require its contractor to provide and maintain adequate construction parking on-site, and not rely on village streets for parking. If there is excessive parking of construction vehicles on village streets it may be necessary to add temporary no parking.

The traffic and parking situation as it develops will be monitored by the village Street Department and the DEO to determine if added temporary measures are needed.