

# VILLAGE OF ALLOUEZ

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

## Department of Public Works

### EMERGENCY SERVICES CONTRACT WITH BROWN COUNTY HIGHWAY DEPARTMENT

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

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

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

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

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

C. Berndt  
March 7, 2017

## 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