



Highway Dept. Work Rules

Updated 1/4/2024

HOURS OF WORK

General Notes:

Due to the varying needs of the department, certain employees may have different work schedules, as outlined below, based on department and job function with the approval of the Department Head.

Once 40 hours of work is reached in any given week, the Highway Commissioner or a Division Manager may end the work week for an employee regardless of regular schedules based on work requirements of the department.

Highway Schedule:

Summer Schedule: Second Monday of April to the first Monday of October.

The regular work day will be from 6:00 a.m. to 4:00 p.m., Monday through Thursday. The work day will consist of ten (10) hours. During a regular work day, employees will be given two (2) paid 15 minute breaks, to be taken during mid-morning and mid-afternoon. The breaks shall be staggered among the construction work force to provide for continuous operation of the paver, concrete work, and other road and bridge construction projects. There is no unpaid 30 minute break for lunch with this schedule.

Winter Schedule: First Monday of October to the second Monday of April.

The regular work day will be from 7:00 a.m. to 3:00 p.m., Monday through Friday. During a regular work day, employees will be given two (2) paid 15 minute breaks, to be taken during mid-morning and mid-afternoon. There is no unpaid 30 minute break for lunch with this schedule.

The Plowing Season is defined as being from the second Monday of November to the second Monday of April (a period of 21 weeks during the winter). During the Plowing Season, the regular work day for highway crew and highway mechanics will be from 7:00 am to 3:00 pm, Monday through Friday except when plowing is required for snow and ice events which will follow the applicable plowing schedule (which will be considered their assigned work schedule):

- Crew A's assigned plowing schedule is 3 AM to 7 PM
- Crew B's assigned plowing schedule is 7 AM to 7 PM
- Crew C's assigned plowing schedule is 7 PM to 7 AM

(Note: The C Crew may work 4 hours in the morning on a weekday from 7 AM to 11 AM as part of their regular work day and then be required to work their plowing schedule from 7 PM to 7 AM which will also be considered their assigned work schedule).

CASUAL DAYS

Casual Days:

Employees must first use casual days due to an unplanned or unscheduled absence (i.e., last minute circumstances which require the employee to be absent from work).

Casual days can be used only by mutual agreement between the Department Head and the employee. Such casual days should be scheduled similarly to vacation or personal day usage rules.

An unplanned or unscheduled absence is defined as happening from 4:00 p.m. (Day 1) to 4:00 pm (Day 2), corresponding to the department's office hours ending at 4:00 p.m. daily.

Example 1) If an employee makes a request to his supervisor at 3:30 p.m. on a Monday to be off on Tuesday, if approved by management the time off will be considered 'scheduled' and casual time will not be needed to be used because the request was made during office hours a 'day' ahead of time.

Example 2) If an employee feels sick and needs to call a supervisor after hours (after 4:00 p.m.) or at the beginning of the day, then casual time must be used as it is unplanned or unscheduled.

Example 3) If an employee needs to leave work mid-day unexpectedly, then casual time must be used for the time taken off.

TIME OFF & UNAVAILABILITY

Time Off Request for Vacation and/or Personal Time:

Time off requests (blue slips) may be turned in anytime throughout the year and must comply with the requirements identified below. However, the earlier a request is made, the better for scheduling purposes. The following timeframes must be followed for Vacation and/or Personal time off requests:

- **1-Day:** Time off requests for up to one full day of work may be made prior to 4:00 p.m. of the day before.
- **Greater than 1-Day and less than a full week:** Time off requests for more than one day, but less than a full work week, shall be made at least one week prior to the time off requested. The following would be examples of less than a full week:
 - 2-4 days for a 5-day work week; or
 - 2-3 days for a 4-day work week - less than one full week of work).
- **5 Days or More:** Time off requests for 5 or more consecutive work days (including a paid holiday – a full week or more of work), shall be made at least two weeks prior to the time off requested.

Unavailability:

The Plowing Season is defined as being from the second Monday of November to the second Monday of April (a period of 21 weeks during the winter).

An essential function/job requirement of the highway crew and highway mechanics during the Plowing Season is to be available to work when snow events occur. Minimum staffing must be maintained during the Plowing Season 24 hours a day, 7 days a week. As this is an essential function/basic job requirement, stand-by pay is not applicable during the Plowing Season for snow event work.

Being available means: The employee is physically capable (fit for duty) and will report to work within 30 minutes to one hour of being paged or called during their assigned plowing scheduled. During gun deer hunting, Thanksgiving, Christmas, and New Year's Eve and Day an employee will need to be able to report to work within two hours of being paged or called.

The following identify the applicable plowing schedule:

- Crew A's assigned plowing schedule is 3 AM to 7 PM
- Crew B's assigned plowing schedule is 7 AM to 7 PM
- Crew C's assigned plowing schedule is 7 PM to 7 AM

Exceptions may be made on a case-by-case basis, at the sole discretion of the Highway Commissioner, for employees to be excused for not reporting based on extenuating circumstances. Extenuating circumstance include situations that are beyond the employee's control such as an accident and/or medical emergency.

An employee who is unable to report may not be excused for circumstances such as: being outside the area and unable to respond within one hour, or within two hours if during gun deer hunting, Thanksgiving, Christmas, and New Year's Eve and Day; or being under the influence of alcohol.

Management maintains the right to determine the minimum staffing requirements during a snow plowing event and throughout the year for various projects.

If an employee is aware that they may be unavailable during a potential snow event or call-in, they may submit a yellow "Unavailability Request" slip. These slips may be submitted between the second Monday in July to the second Monday in April.

Approval/Denial of unavailability requests will be made based on the operational needs of the Department and determined minimum staffing requirements. If more than one request is received for a specific day/time, the following factors will be considered by the employer:

1. The minimum staffing required for operational needs;
2. The date of submission of the Unavailable Request slip using the second Monday of July as the earliest starting point;
3. The seniority of the employee with the County;
4. Whether the requests are part of a vacation request for employees who are traveling.

Excessive unavailability requests will not be allowed. Excessive requests may include, but are not limited to the following examples:

1. An extended period of time beyond an applicable vacation request;
2. Multiple weekends (every weekend, every other weekend, etc.); or
3. Multiple holidays.

Extraordinary Circumstances:

The Highway Commissioner reserves the right to override the vacation and unavailability rules based on extraordinary circumstances.

Not Reporting for a Snow Event:

If an employee is not approved to be unavailable and does not report to work when called for a winter snow event, disciplinary action may be taken to address the failure to report to work including suspension and/or termination.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

We need to ensure there is a safe working environment for our employees at all times. The use of proper PPE is an important part of our overall safety program. On any given day an employee might have a number of different job duties on different projects that require different PPE for each task. ***The employee has the responsibility to be aware of what safety equipment is needed for each situation and to use that equipment properly.*** The County continues to be committed to providing the needed PPE equipment for our employees including the following:

- Safety Vests
- Safety Shirts
- Safety Jacket
- Safety Glasses
- Gloves
- Hard Hats
- Hearing Protection
- Brushing Chaps (As needed)
- Respirators (As needed)

Safety Foot Wear

In addition, the use of safety foot wear (shoes or boots) anytime employees are not in the office is required for Highway Department staff. Employees must wear safety foot wear that meet ANSI-75 specifications while performing field work for the County.

The Highway Department will provide a stipend of \$100 annually (or \$200 once every two years) towards the purchase of either safety boots/shoes meeting the requirements. Employees must provide the ORIGINAL RECEIPT of purchase for reimbursement to the Business Manager.

PPE Enforcement

Per the Wisconsin DOT's Highway Maintenance Manual 05-02-10, all PPE must be worn correctly (Type 2 vests for example are required on road projects), in proper condition, and where needed (outside of vehicles on construction projects for example). If working at night, or flagging, reflective pants are also required. If you have any specific questions, please ask a superintendent. Corrective action will be taken if PPE is not properly utilized.

HIGHWAY VEHICLE MANAGEMENT

Assigned Vehicles:

The following positions are assigned a county owned vehicle for use year-round including commuting: Highway Commissioner, Operations Manager, Highway Superintendents, year-round on-call Foremen, and Emergency Response Crews. Commuting for all other positions more than one night's duration is prohibited unless written justification based on the operational needs of the Department is approved by the Department head.

Non-Routine Commuting:

Managers (Business Manager, Operations Manager, Fleet Manager, and Engineering Manager) may approve non-routine or one-time use of vehicles outside of normal business hours on a non-routine basis to conduct official County business. Employees may take a county vehicle home for one night when attendance at an off-site meeting takes place after or prior to normal working hours or there is documented benefit to the County (for example, time saved due to location of off-site meeting in relation to employee's residence).

Reporting for Work:

Highway employees will report to the assigned highway shop or construction site in their personal vehicles as directed. Work time will start and end at that shop or site for the day. While working, employees may use County vehicles.

County Vehicle Use:

Employees are not allowed to use County vehicles for personal purposes other than for commuting or de minimis personal use (per Publication 15-B of the IRS Employer's Tax Guide to Fringe Benefits 2017, section 3, commuting rule). All employees that utilize a County vehicle for commuting purposes will be subject to Federal income tax laws.

County Vehicle Management:

Per the County Vehicle Management policy A-12:

1. All drivers must sign the Brown County Vehicle Management Acknowledgement Form (copy attached) stating they have read and understand this policy.
2. All drivers must hold a valid Wisconsin State Driver's License. A copy of the driver's license will be kept with the County Vehicle Management Acknowledgement.

3. Drivers must qualify for the Brown County's Drivers List maintained by Human Resources. A qualified driver is required to have and maintain a good driving record which will be periodically reviewed by Human Resources. Any changes to the driver's record shall be reported to their supervisor and Human Resources. Any changes to the driver's record may result in the driver becoming unqualified.
4. Drivers are required to follow all rules and regulations for safe driving as defined by the State of Wisconsin.
5. Smoking in any County vehicle is prohibited.
6. The driver will ensure the vehicle is properly maintained and will report any maintenance requirements to the appropriate personnel at the Brown County Highway Department.
7. Drivers must turn the vehicle off, remove the keys, and lock the vehicle when it is left unattended.
8. Unauthorized passengers, including family members, are not permitted in the vehicle.
9. Drivers must follow the accident check list (in the glove compartment of vehicle) as well as report the accident to the department head and the Risk Manager.
10. Drivers who incur parking violations, moving violations, or other fines while driving a County vehicle will be personally responsible for payment.

HIGHWAY DEPARTMENT PURCHASING

- DEFINITIONS:**
- Appeal** is a written request from a vendor for review of the process used to select a vendor in response to a request for bids, proposals or quotes.
- Bid** is the written commitment of a vendor to furnish goods, materials and/or services or a combination thereof in specific quantities at a firm price.
- Bidder** is one who submits a bid in response to a Request for Bids, Quotes or Proposals.
- Environmentally Preferable Products** means products that have less impact on human health and the environment when compared with competing products. This comparison may consider raw materials, acquisition, production, manufacturing, packaging, distribution, reuse, operation, and disposal of the product.
- Information Services (IS) Related Purchases** are those items that relate to computer, software, hardware, telephone or other technology-type equipment, services and supplies.
- Leadership in Energy and Environmental Design (LEED)** is an internationally recognized green building certification system, providing third-party verification that a building was designed and built using strategies intended to improve performance in metrics such as energy savings, water efficiency, CO2 emissions reduction, etc.
- Offer to Lease (OTL)** is a structured leasing process with the intent to lease Brown County property. Contract is awarded to the highest bid provided it meets the required specifications.
- Offer to Purchase (OTP)** is a structured sales process with the intent to sell Brown County property. Contract is awarded to the highest bid provided it meets the required specifications.
- Post-consumer Waste** is material that would normally be disposed of as a solid waste, having completed its life cycle as a consumer item, such as old newspapers, office paper, yard waste, steel and aluminum cans, glass, plastic bottles, oil, asphalt, concrete, and tires.

Professional Services are infrequent, technical, and/or unique functions performed by independent contractors/consultants whose occupation is the rendering of such services. While not limited to licensed occupations, the services are considered "professional." Such professional services include, but are not limited to:

- Accounting and billing services
- Appraisal services
- Consulting services
- Information services studies or assessments
- Environmental studies
- Financial and operational audits
- Legal services (except witnesses/consultants retained for litigation)
- Personnel, job classification and benefit studies
- Training services
- Translation services

Public Works Projects are any projects for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind for such work.

Purchase Order (PO) is a written contract with a vendor that formalizes the terms and conditions of a proposed transaction.

Quotation is the written or verbal commitment of a vendor to furnish non-public works products or services in specific quantities at a firm price.

Recycled Products are manufactured with waste material that has been recovered or diverted from the waste stream. Recycled material may be derived from post-consumer waste, industrial scrap, manufacturing waste, and other waste that otherwise would not have been utilized.

Request for Bid (RFB) is a structured purchasing process for public works projects used to determine source selection when price is the only factor. Contract is awarded to the lowest bid provided it meets the required specifications.

Request for Information (RFI) is a structured purchasing process to collect information about the capabilities of various suppliers for comparative and budgeting purposes as well as help make decisions on whether to proceed with a RFP or RFQ.

Request for Proposal (RFP) is a structured purchasing decision process used to determine source selection when price is not the only factor. Contract is awarded to the highest scoring vendor provided it meets the required specifications.

Request for Quote (RFQ) is a structured purchasing decision process used to determine source selection when price is the only factor. Contract is awarded to the vendor with the lowest price or highest proceeds bid provided it meets the required specifications.

Services means the furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term includes professional services.

Sole Source is when there is only one specific vendor that can provide the specific equipment, supplies or services requested.

Specification is any description of the necessary characteristics of a product, service, or item that must be met by prospective vendors. Specifications are developed jointly by the user department and Purchasing and may not be written to limit competition.

Vendor refers to a company or firm that is a source of supply for goods and/or services.

POLICY:

Brown County Code of Ordinances, Section 3.35, *Purchasing Ordinance*, exists to clarify laws applicable to governmental purchases; ensure the fair and equitable treatment of all persons/entities exposed to the County's process; provide increased economies of scale; and maximize the purchasing value of public funds. This policy ensures that an appropriate, consistent administrative procedure is followed for all Brown County purchases.

In addition, Brown County is committed to environmentally-preferable purchasing that promotes environmental stewardship and sustainability. This policy also ensures the purchase of recycled content and environmentally-preferable products and services when applicable and feasible.

PROCEDURE:

General Purchasing Requirements

All purchasing activities shall be conducted in such a manner as to obtain the best possible price, quality and service for the County.

The Highway Department shall:

1. Ensure its employees are aware of the County's purchasing policies and procedures as well as the sustainability objective to purchase environmentally-preferable goods and services when feasible.
2. Receive department head approval and ensure the necessary funding is available in their budget for the products or services prior to starting the purchasing process.

3. Ensure purchasing transactions are processed and approved by the proper County authority and flow through all of the predetermined approval levels established within the 3-Part Carbon Copy PO system and/or Logos system.
4. Reference and use existing applicable purchasing contracts documented on the Purchasing intranet site.
5. Ensure the County does not pay tax for any goods or services.
6. Refrain from meeting with vendors that can give an impression of unfair advantage or lead vendors to believe that they will be awarded a contract. In addition, inform vendors if information they provide is being used for budget or planning purposes.
7. Obtain Certificates of Insurance (if one is not already on file) from any vendor performing a service on County property for purchases less than \$10,000.
8. Obtain proper Safety Data Sheets (SOS) in all applicable quotations.

The Highway Department shall:

1. Provide purchasing services to ensure contracts are awarded to the vendor that will provide the best value.
2. Structure requirements/specifications so as not to limit competition.
3. Advertise for all applicable projects to maximize competition.
4. Include appropriate language in formal solicitations for LEED construction that will be clear to bidders and promote reaching sustainable goals.
5. Maintain accurate records for prospective audits or open records requests.

Purchasing Categories

All Brown County purchasing activities are divided into four categories:

1. Purchases under \$5,000
2. Purchases \$5,000 to \$10,000 (non-public works)
3. Purchases over \$10,000 (non-public works)
4. Public works purchases over \$5,000

Values are based on the total cost of an order, not individual items, and should include all incidental costs such as shipping, installation, training, etc. ***Separating or splitting purchases to remain within a specific category is strictly prohibited.***

The County may reject any and all bids, quotes or proposals for substantial noncompliance with the specifications or if price is higher than budgeted. A bid cannot be rejected for minor informality in the format in which it was submitted.

Details for each of the categories are described below:

Purchases under \$5,000

Purchases under \$5,000 may be procured by an employee authorized by the Highway Commissioner to purchase on behalf of that department in accordance with this policy. Quotes are encouraged and can be either verbal or written.

3-Part Carbon Copy internal purchase orders are the preferred method for purchases under this category for time and efficiency purposes for the department.

Purchases \$5,000 - \$10,000 (Non-Public Works Projects)

Non-public works purchases \$5,000 - \$10,000 may be procured by an employee authorized by the Highway Commissioner to purchase on behalf of that department in accordance with this policy.

Documentation of two or more written competitive quotes is required unless sole source approval is obtained or there is an existing contract.

3-Part Carbon Copy internal purchase orders are the preferred method for purchases under this category for time and efficiency purposes for the department.

Purchases over \$10,000 (Non-Public Works Projects)

Purchases over \$10,000 (non-public works) must be pre-approved by the Highway Commissioner or Business Manager receiving the goods/service and facilitated by the Highway Purchasing agent.

LOGOS Purchase Orders are the preferred method for purchases under this category.

Public Work Project Purchases over \$5,000

Public work project purchases will be facilitated by Purchasing via a RFB in conjunction with County Code 3.01 *Public Works Projects*.

For projects \$25,000 or over, approval of the requesting department's standing committee and County Board is required after receipt of bids and vendor selection.

Information Technology (IT)-Related Purchases

Regardless of price, all departments must obtain approval from Information Technology (IT) prior to initiating a purchase for any IT-related items. This will ensure that all new County technology is compatible with existing systems and can be supported by IT.

Any IT-related equipment procured outside of this process will not be installed. The department which ordered the equipment without prior approval will return equipment and incur any applicable restocking charges.

Environmentally-Preferable Products and Services

Environmentally-preferable purchasing reflects the County's core values of fiscal responsibility, social equity, community, environmental stewardship and sustainability. Brown County will purchase recycled content and environmentally-preferable products and services when applicable, unless such products do not perform satisfactorily and/or are unreasonably priced.

Contract Term Limits

Unless authorized by the County Board, a multi-year contract, including options to extend the contract, may not exceed five (5) years.

Pre-approved County-wide Contracts

Departments will purchase standard products or services from contracts negotiated for County-wide use by Purchasing where applicable.

Vendor Relations

County employees participating in purchasing activities will give all qualified bidders equal consideration and assurance of an unbiased judgment in determining whether the vendor's goods or services meet the specifications put forth by the County in the solicitation process.

County employees shall not accept any gift, gratuity, services, favor or entertainment from any vendor or potential vendor. The only exception is unsolicited vendor advertising or promotional materials such as pens or calendars.

Vendors who provide technical product specifications or standards for evaluating bidders or proposers in a competitive purchasing process are prohibited from participating in that specific purchasing process. General budget estimates are not considered providing technical product specifications. The determination of whether a vendor received an unfair advantage will be made by Corporation Counsel.

Vendor samples may **only** be accepted if the product is of a type presently used or potentially will be used.

Appeals

Any bidder or prospective vendor who is aggrieved in connection with a solicitation for a RFB, RFP or RFQ and subsequent award or notice of intent to award a contract may file a protest with the County.

Exceptions

This Policy shall NOT apply to:

- a. Purchases of operating consumables which are highly susceptible to market fluctuations
- b. Emergency purchases used to resolve an *immediate* threat to the health or safety of the public and/or employees. The Highway Department addressing the emergency situation shall procure the necessary products/services and create the appropriate purchase order as soon as possible after the emergency event and follow that appropriate purchase order procedure based on category of purchase.
- c. Purchases based on a cooperative purchasing agreement established by one or more units of government. Cooperative purchasing may include, but are not limited to, joint or multi-party contracts between units of government or open-ended state, municipal, federal or other government contracts which are made available to the County.
- d. Purchases of regulated services that are determined to be available from only one source as a result of a regulated or natural monopoly such as utility, telephone and cable services.
- e. Purchases approved by the Risk Manager and Director of Administration as a sole source purchase if there is only one source for the required supply, service, or construction, and when circumstances exist which preclude competitive procurement. Sole source purchases may not be used for public works projects.

One or more of the following circumstances, with adequate justification, may serve as a basis for requesting a sole source waiver:

- **Uniqueness:** When a product or service can be established as one-of-a-kind and not available from more than one supplier. This includes the purchase of used equipment offering a significant discount.
- **Intrinsic Value:** When an item is determined by its historic, artistic, or educational value.

- **Patent or Proprietary:** The patented or proprietary features of a product or service give the County a superior and necessary utility that cannot be obtained from others. The features are available from only one source and not merchandised through competitive outlets.
- **Health or Safety Concern:** When a health or safety concern exists that is not an immediate threat but needs to be addressed in a period of time that does not allow for competitive purchasing procedures.

A department must submit a Sole Source Purchasing Request, available on the Intranet, to Risk Management for consideration prior to initiating a sole source purchase.

Violation

Highway Department employees who fail to follow official County purchasing policies may be personally liable for the cost of the purchase and subject to disciplinary action up to and including termination.

HIGHWAY DEPT. WORK RULE HW-07
County Board Approved February 15, 2017

MUNICIPAL PROJECT AGREEMENTS

The County Highway Commissioner shall use the following approved Municipal Project Agreement for entering into project related contracts with municipalities per Brown County Ordinance 6.10.

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> <ul style="list-style-type: none"> A. Reclaim of existing pavement & base course B. Paving of up to 4.5" asphaltic pavement C. Curb & gutter replacement (spot repairs as part of reconditioning). D. Curb & gutter replacement (larger areas of repairs as agreed to by the Municipality and County). E. Curb & gutter replacement for Municipal utility work. 	<p style="text-align: center;">100%</p> <p style="text-align: center;">100%</p> <p style="text-align: center;">100%</p> <p style="text-align: center;">50%</p> <p style="text-align: center;">0%</p>	<p style="text-align: center;">0%</p> <p style="text-align: center;">0%</p> <p style="text-align: center;">0%</p> <p style="text-align: center;">50%</p> <p style="text-align: center;">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> <ul style="list-style-type: none"> A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs). B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes. 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 style="text-align: center;">50%</p> <p style="text-align: center;">100%</p> <p style="text-align: center;">50%</p>	<p style="text-align: center;">50%</p> <p style="text-align: center;">0%</p> <p style="text-align: center;">50%</p>
<p>New Roadway Construction:</p>	50%	50%
<p>Bridge Construction/Reconstruction:</p> <ul style="list-style-type: none"> A. Part of Roadway Reconstruction A & C above. B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality. C. County Bridge Replacement. 	<p style="text-align: center;">50%</p> <p style="text-align: center;">50%</p> <p style="text-align: center;">100%</p>	<p style="text-align: center;">50%</p> <p style="text-align: center;">50%</p> <p style="text-align: center;">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.

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

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.

SLEEPING AT HIGHWAY DEPARTMENT FACILITIES

In the past, snow plow crews were allowed to work 16 continuous hour shifts with 4 hours rest between shifts. This resulted in employees sleeping at Highway Department Facilities. With the implementation of 12 and 14 hour shifts in November 2016, employees typically will have 10 to 12 hours off between shifts with a minimum of 8 hours off. This eliminates the need for employees to sleep at Highway Department Facilities as there is ample time to travel home, rest, and return to work at the start of the next shift. Therefore, employees are not allowed to sleep at Highway Department Facilities.

PAGERS

Pagers:

The Plowing Season is defined as being from the second Monday of November to the second Monday of April (a period of 21 weeks during the winter).

A basic job requirement of the highway crew during the Plowing Season is to be available to work when snow events occur. County pagers are provided to increase communication effectiveness and efficiency for snow events. Highway crew employees will be assigned a pager that is required to be used during the Plowing Season at all times unless approved to be unavailable, and may optionally be used during the rest of the year for daily announcements during work hours. In lieu of an assigned County pager, employees may choose to receive 'pages' on their personal cell phone. If the employee chooses to use their personal cell phone instead of a County-issued pager, there will be no reimbursement for the employee for the use of their personal cell phone.

- During the Plowing Season, any employee who is assigned a county owned pager must carry the pager and respond as outlined below:
 - Every attempt must be made to respond to pages in a timely manner (5-10 minutes). Responses can be made via land telephone call, cell phone call, text message, email, and/or web application.
- If the on-call Superintendent does not receive a response from the page, the employee will be called via phone. Failure to respond within 15 minutes of paging and/or calling may result in employee discipline and corrective action unless an after-the-fact excuse that is deemed appropriate and acceptable by the employer is provided in a timely manner to the employer.
- It is the employee's responsibility to keep the pager charged and in working order.
- Reasonable measures must be taken to protect the pager from damage or misuses.

SPECIALTY PAY

Year Round:

- The foreman/lead worker pay shall be \$2.00 per hour.
- Per Brown County ordinance 4.49 (2), the Emergency Response Crew (ERC) employees shall receive stand-by pay at a rate of \$250* per week.

Winter Plowing Season

(2nd Sunday of November to the Saturday before the 2nd Sunday of April):

- All hours worked outside of an employee's regular shift shall be paid at time and one half their regular rate of pay regardless of the total number of hours worked in the week. The regular shift for highway crew, mechanics, and electrician is set at 7 AM to 3 PM, with the exception of the highway crew employees assigned 'night watchmen' duties, whose regular shift is from 11 PM to 7 AM.
- The 'night watchperson' shall receive a \$2.00 per hour night differential for their regular 11 PM to 7 AM shift during the winter plowing season.

Non-Winter Plowing Season

(2nd Sunday of April to the Saturday before the 2nd Sunday of November):

- Employees called in for an emergency during Memorial Day week, Fourth of July week, and Labor Day week shall receive compensation at time and one half their regular rate of pay for the emergency incident outside of normal work hours.
- The night differential pay shall be \$2.00 per hour from 7 PM to 6 AM.

***NOTE:** *ERC Increase to \$250 per week takes effect January 1, 2024.*

TREE CUTTING & WOOD DISPOSAL

Tree Cutting

Tree cutting in urban/lawn areas will follow this procedure:

1. Contact with the landowner will be made in person (knock on door).
2. If no one is home, then a door hanger (attached) will be left for the landowner.
3. Work will be performed as outlined on the door hanger.

Wood Disposal

The goal for wood and chip disposal is to perform the work at the least expense to Brown County and dispose of the material in an appropriate manner. Wood and/or chips from tree removal operations shall be disposed/stored at the following locations in order of preference:

1. Immediately adjacent landowner if they request the wood.
2. Brown County Park Department locations closer than the Duck Creek Highway Shop.
3. Duck Creek Highway Shop, North Yard.
4. Other nearby disposal site approved by the Highway Commissioner.

Employees are not allowed to take home wood or chips from trees the County has cut down or removed.

Any wood or wood chips brought to the Duck Creek North Yard will be stored until they can be disposed of via one of these approved methods of disposal, in order of preference:

1. Brown County Park Department. (If Park Department picks up there will be no charge for material. If Public Works needs to deliver the wood or chips there will be a \$100 per dump truck load to cover our employee and equipment costs.)
2. Public Works Department sells wood. Each year the sale of wood will be advertised for vendors to be on a list for contacting once a semi-load of wood is available. When a semi-load of wood is available we will request quotes from the vendors on the list.
3. UW Green Bay. (If UW Green Bay picks up there will be no charge for material. If Public Works needs to deliver the wood or chips there will be a \$100 per dump truck load to cover our employee and equipment costs.)
4. Brown County Municipality. (If Municipality picks up there will be no charge for material. If Public Works needs to deliver the wood or chips there will be a \$100 per dump truck load to cover our employee and equipment costs.)

SUMMER HOLIDAY WORK WEEK

The summer schedule for the highway crew and highway mechanics consists of ten (10) hour days Monday through Thursday (see HW-01).

For Memorial Day week, Fourth of July week, and Labor Day week, employees will receive 8 hours of holiday pay for each holiday per County Ordinance 4.65. Employees will need to inform their supervisor how they want to manage their hours for each holiday week based on the following options:

- Work three 10-hour days + 8 hours holiday for 38 hours of pay for the week (take 2 hours of unpaid time).
- Work three 10-hour days + 2 hours paid time off + 8 hours holiday for 40 hours of pay for the week.
- Work two 11-hour days + one 10-hour day + 8 hours holiday for 40 hours of pay for the week.

EMERGENCY RESPONSE & BILLING

Emergency Response

The Highway Department will respond to the requests for aid from local Fire Departments, the Brown County Sheriff's office, EMS, or others that have been routed through Brown County Public Safety (911 Communication Center). ***Our first duty is to respond, and provide the required assistance.*** The Highway Department has a Highway Superintendent on call every day of the year, 24-hours a day. We have an after hour emergency number the on-call superintendent can be reached at: (920) 391-4699.

Billing

- **State/Federal Highway:** The Highway Department bills WisDOT for all work performed by BCPW for both the initial emergency response as well as any needed repair work.
- **County Highways:** The Highway Department charges its time and materials differently for purely emergency response purposes versus situations which result in damage to highways.

The Highway Department's emergency response on a County Highway is considered part of the County's general highway maintenance. As such, this work is charged to a general emergency response code using General Transportation Aid (GTA) money to cover the expenses incurred.

If the roadway is damaged, then the Highway Department will bill the responsible party for the cost associated (time and materials) to make the needed repairs.

Examples of work to be charged to the general emergency response charge code:

- Traffic control for an accident or incident (like an adjacent structural fire) affecting a County Highway.
- De-icing on a County Highway due to an adjacent structural fire.
- Private tree downed blocking highway (no damage)

Examples of work to be charged to the responsible party:

- Sign and/or signal repairs
- Guard rail repairs
- Spill cleanup
- Fence repairs
- Culvert or structure damage
- Landscape repairs
- Pavement damage

- **Municipal Roadways:** Local municipalities have the responsibility to maintain their roadways, provide fire support services, and respond to emergency incidents within their municipal boundary. A few municipalities have agreements with the Highway Department for emergency services, but most do not. The Highway Department often receives calls from the 911 Communication Center to provide emergency support on local roadways for law enforcement officers, ambulances, fire departments, etc. when public safety, property protection, and infrastructure are threatened. For example, the Highway Department has assisted with plowing and de-icing roadways for law enforcement to reach stranded motorists on Town roads, escorted ambulances in snow storms to reach Town residents in need, as well as providing traffic control and de-icing at structure fires on Town roads. The Highway Department assumes the 911 Communication Center has either received approval from the Municipality to utilize County Highway forces or could not reach Municipal officials for approval. Either way, the Highway Department's role is not to question the 911 Communication Center's request for aid, especially from local fire, Sheriff, or EMS personnel – the Highway Department will respond to the request and provide the needed emergency services.

The Highway Department will bill the Municipality for all work performed by the Highway Department for the emergency services rendered in their jurisdiction. The Highway Department's first duty is to respond to the request of the 911 Communication Center as best the Highway Department can based on resource availability. The Highway Commissioner will report to the Planning, Development, and Transportation Committee when an invoice is past due by more than 60 days. The Highway Department will not perform non-emergency work for the Municipality with an outstanding balance.

BRIDGE TENDER SPECIALTY PAY

Bridge Tenders

Year Round:

- The foreman/lead worker pay shall be \$2.00 per hour.

Shipping Season

(Typically April 1st to November 30th, but will be defined by when the employees perform bridge tending duties as the shipping season can change with the weather):

- The night differential pay shall be \$2.00 per hour from 6 PM to 6 AM.

Non-Shipping Season

(Typically December 1st to March 31st, but will be defined by when the employees are not performing bridge tending duties as the shipping season can change with the weather):

- Follows HW-10 Highway Crew Winter Plowing Season Specialty Pay.
- Per Brown County ordinance 4.49 (2), the Emergency Response Crew (ERC) employees shall receive stand-by pay at a rate of \$100 per week.

PLACEMENT OF EMPLOYEES INTO TIERED POSITIONS

POLICY

It is the policy of the Highway Department to promote longevity in positions, and address recruitment and retention issues related to compensation, through the creation of positions in different levels within established Brown County pay grades and known as “tiers” for the Highway Crew and Highway Mechanics. In general, the elements considered for establishing tiers include:

- Length of service in the Highway department
- Performance evaluation score

These guidelines, and the procedure that follows, may be modified or rescinded based on direction from the Human Resources Department. The Highway Commissioner, in consultation with the Human Resources Department, may make an exception to the internal posting procedure when the needs of the department support this action.

APPLICATION

The creation of tiers will be initiated through the budget process or through a Table of Organization change when sufficient funding is available within the department unit to support them. Tiers can only be created when there is either new, unallocated funding available or identified savings to support tiers.

Tiers are specific to position titles, and positions titles can cross multiple units within the department. Tiers will be created when it is possible for all of the identified position titles across all the applicable units have sufficient funding for the change.

PROCEDURE

INITIAL PLACEMENT

- 1) When tiers are created through the annual budget process or the Table of Organization change process, the initial placement will be made by Human Resources staff members with Highway Department management.
- 2) Employees will be placed into tiers they are eligible for based on two elements, and weighted as follows:
 - a. Length of Service with Brown County at the Highway Department. For example, length of service working for a different department with the County is not considered for length of service at the Highway Department.
 - i. 3 points per year, rounded to the nearest year (maximum 100 points)
 - ii. Length of service is weighted 50% of the score

- b. Most recent Performance Evaluation Ratings:
 - i. Highway Department performance evaluations have 100 possible points
 - ii. Total score for performance evaluation is weighted 50% of the score
- 3) Employees who are in foremen roles will be placed in the highest tier.
- 4) Employees will be placed into tiers based on his/her score, and the number of budgeted positions in each tier.
- 5) Employees may be placed into a lower tier until a position is open in a higher tier the employee is eligible for.
- 6) Deviations from the above parameters require the approval of the Highway Commissioner. This can include taking into account prior, verified experience in the same position with another public agency.
- 7) The Human Resources Generalist will notify the individuals by e-mail regarding tier placements.

SUBSEQUENT PLACEMENTS

- 1) Annually, employees in Tier I and Tier II will be ranked based on total points earned as follows after annual performance evaluations are completed in November of each year:
 - a. Length of Service with Brown County at the Highway Department. For example, length of service working for a different department with the County is not considered for length of service at the Highway Department.
 - i. 3 points per year, rounded to the nearest year (maximum 100 points)
 - ii. Length of service is weighted 50% of the score
 - b. Most recent Performance Evaluation Ratings:
 - i. Highway Department performance evaluations have 100 possible points
 - ii. Total score for performance evaluation is weighted 50% of the score
- 2) When there is a vacancy, the Internal Wage Adjustment Policy will be followed and employees will be advanced into a higher tier based on the most recent annual ranking (top ranked Tier II employee will be the first person to be placed into Tier III, the top ranked Tier I employee will be the first person to be placed into Tier II, etc.).
- 3) New hires will be placed into Tier I.
- 4) The Human Resources Generalist will notify the individuals by e-mail regarding tier placements.

WORK FOR COUNTY DEPARTMENTS

When another County Department would like the services of the Highway Department for estimating or performing construction work, this policy will be followed, unless the Highway Commissioner, in his/her sole discretion, allows for an exception due to unusual circumstances.

When another County Department requests an estimate and/or work from the Highway Department, the County Department Director shall send an email or letter to the Highway Commissioner requesting the estimate and/or for a proposed project. The email needs to clearly define the following:

- A specific description of the proposed project work to be included.
- Anticipated funding sources and any restrictions associated with those sources (especially any federal funding or grant sources for example).
- The timeframe for the estimate to be completed (Note: estimates may take up to 60 days).
- The desired timeframe for the construction work to take place.

The Highway Department reserves the right to not perform the estimate, or the construction work due to workload concerns, project complexity, etc.

The requesting County Department shall coordinate with the Highway Department to accommodate a field review of the site, at the discretion of the Highway Commissioner to determine if a field review is needed.

The Highway Department will not bid against the private sector.

The Highway Department will prepare the estimate conservatively for budgeting purposes, including potential consultant design fees that may be needed for the project design.

HIGHWAY DEPT. WORK RULE HW-17
Highway Commissioner Approved May 18, 2023

RESOLUTIONS FOR FUNDING APPLICATIONS

Prior to applying for funding (grants, STBG-Urban, etc.), if there is anticipated to be a municipal cost share, the Highway Department will require a supporting resolution from the local municipalities board/council that details their anticipated cost share percentage, unless the Highway Commissioner, in his/her sole discretion, allows for an exception due to unusual circumstances.

EMAIL BACKUP & SIGNATURE BLOCKS

Email Backup

Twice a year, on or around June 21st and December 21st, employees shall backup their emails following the “Highway Department Email & Access Instructions,” which can be found on the Team – Documents/Highway/Email Backup and Access Instructions folder. It is recommended that employees set a reminder in their Outlook Calendar on those dates.

Employees are to follow Administrative Policy TS-1 (found on the Intranet). Accordingly, emails in Outlook only have a 7-year retention, which means after 7-years they are automatically deleted. In addition, TS-1 states, “County staff can search email but cannot delete previous email correspondence.” DO NOT DELETE EMAILS, even the junk ones. The IT Department will automatically delete files after 7-years.

Email Signature Blocks

Signature blocks for Highway Department emails should be apolitical, non-religious, and professional.

Highway Department email blocks shall include the following:

- **Name**
- **Title**
- **Contact Information**
- **Approved County Department or County Logo**

Highway Department email blocks shall not include anything beyond these items. These items are all that is needed to conduct Brown County business professionally. An example of an acceptable signature block is shown here. Please contact the Highway Commissioner with any questions pertaining to this.

Paul Fontecchio, P.E.
Highway Commissioner

Brown County

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Mobile: (920) 334-2198

Paul.Fontecchio@browncountywi.gov

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QBS Selection for Engineering Services

The Highway Department follows the Wisconsin DOT Facilities Development Manual (FDM) Chapter 8 Section 5 and the principles of the QBS Wisconsin Manual for Architectural & Engineering Services as found at <https://www.acecwi.org/qbs-wisconsin/>.

Qualification Based Selection (QBS) is a process defined by the “Brooks Act” (Public Law) whereby at least three firms are selected in order of preference based upon qualification criteria. QBS establishes the procurement process by which architects and engineers are selected for design or construction engineering contracts with federal funded design and construction agencies. The intent of the “Brooks Act” is that consideration of price within the selection process is not in the public’s best interest; thus, price is not a factor in the selection process.

Consultant firms must be on the Wisconsin DOT Roster of Eligible Engineering Consultants as found at <https://wisconsin.gov/Pages/doing-business/eng-consultants/cnslt-rgistr/roster.aspx>.

Solicitation of Interest

The solicitation processes differ depending on the type of services involved.

1) Sole Source Contracting.

The Highway Commissioner may utilize sole source procurement when circumstances justify a waiver to the competitive selection process. One or more of the following criteria must be met:

- a) Uniqueness: When a service can be established as not available from more than one consultant.
- b) Emergency: When risk of human suffering or substantial property damage requires immediate action.
- c) Inadequate Response: After solicitation, competition is determined inadequate.

Contracts are negotiated generally in accordance with FDM 8-10-1.

2) Small Purchase Contracting

Small purchase procedures are for consultant services estimated to cost less than \$200,000.

The Highway Department will:

- a) Identify the scope of the project.
- b) Develop a list of criteria to be used in ranking responses.
- c) Contact a minimum of three consultants.
- d) All communication with consultants must be documented and maintained.
- e) Rank and select consultants based on established criteria. Bidding is not allowed.

Contracts are negotiated generally in accordance with FDM 8-10-1.

The maximum initial contract may not exceed \$200,000. The contract may not exceed \$250,000 including amendments.

3) Solicitation

Solicitations will be sent out to the Wisconsin DOT Roster of Eligible Engineering Consultants as found at <https://wisconsin.gov/Pages/doing-business/eng-consultants/cnslt-rgistr/roster.aspx> for contracts anticipated to exceed \$200,000, including service master contracts.

The Highway Department will utilize the standard WisDOT Notice of Intent (NOI) form for the consultants to submit for the project.

A diverse selection committee, headed by the Highway Commissioner and including members of Highway Department staff, community partners (public works directors for example), and others as deemed appropriate will develop a short list of at least five qualified consultants (where there are five firms considered qualified for the work) based primarily on a review of consultant NOI written in response to the Department's solicitation of interest.

Other factors and/or sources of information for Highway Department staff making selection decisions may include the items as found in FDM 08-02-15.2.

Design contracts estimated at \$1,300,000 or more require all consultants on the short list to be interviewed prior to ranking. The selection committee recommends three firms capable of performing the contract for the interviews. The short list of three firms must be approved by the Highway Commissioner prior to setting up the interviews. The committee determines the style, length, and location for design consultant interviews. The format must be consistent for each firm. The interviewed consultant firms are ranked based on the criteria set by the committee and a selection is made based on that ranking.

Interviews are allowed, but not required, for contracts estimated to be less than \$1,300,000.

Contracts are negotiated generally in accordance with FDM 8-10-1.

The selection process, ranking of consultants, names of selection committee members and reason(s) for selecting the preferred consultant must be documented and records retained. In the event any litigation, claim, negotiation, audit, or other action involving these records has commenced prior to expiration of three years, the records must be retained until all issues are resolved.

For contracts estimated at \$1,000,000 or more, the selection committee's final composite rating and recommendations resulting from interviews should be retained for the duration of the contract.

Amendments to design contracts are allowed. The total increase to the contract due to the amendment cannot exceed the original amount of the contract.

4) Master Contracts

Master contracts are agreements between the Highway Department and consultants to provide specified engineering and related services during a given period of time.

Master contracts are not encumbered upon signature like other consultant contracts. Payments to consultants do not occur until a project-specific agreement, called a work order, is executed. Work orders are similar to other consultant contracts in many respects.

There is a maximum amount of work associated with each master contract but no guarantee of a minimum amount of work. For example, receiving a \$500,000 master contract does not necessarily mean the consultant will receive \$500,000 in work order over the length of the contract. The Highway Department reserves the right to use master contracts as little or as much as possible, depending upon the needs of the Department.

Full service engineering master contracts may include all of the services or an individual service, which could normally be included within the scope of a normal contract for design or construction engineering. Because many of the firms which provide construction engineering services have limited capacity for design work and vice versa, work for construction engineering and design engineering may be separated into different master contracts.

Work orders may be issued to perform full scope design or construction engineering services on a project or just a small task or subpart of the work on the project. To the extent that firms with full service contracts are qualified, work orders may be issued for design or construction related specialties.

Negotiating terms for master contracts are similar to those for other contracts (refer to FDM 8-10-1). Items typically negotiated under a master contract include response time, Department and consultant responsibilities, work specifications, elements of work order pricing, consultant staffing classifications and wages, profit, equipment costs and set-up costs.

Pricing of work orders under master contracts should also be consistent with guidelines for pricing other consultant contracts. Work order basis of payment may be lump sum, cost plus fixed fee, specific rate of compensation, or cost per unit of work. Unit prices for "specific rate of compensation" and "cost per unit of work" work orders may be negotiated when the master

contract is developed and included within the terms of the special provisions. “Lump sum” and “actual cost plus fixed fee” work orders are negotiated individually and must have fee computations similar to those required for regular contracts.

To the extent possible, understandings reached regarding elements of costs to be included in work orders such as fixed fee percentages and direct cost limitations should be included within the master contract.

Master contract periods should not exceed two years (without permission from the Highway Commissioner) and may not be more than \$2 million each.

In most situations, it is advantageous for the Highway Department to enter into master contracts with multiple consultants for the same type of work. By having more than one consultant under master contract for the same type of work, the Department may be able to achieve improved delivery of services provided by consultants. Master contract groups provide Highway Department staff with options when issuing work orders on specific items of work.

While laws and regulations prohibit open price competition on engineering contracts, they do require government entities to negotiate a reasonable price. If the government is unable to reach terms on a reasonable price with the number one consultant on a typical contract, it can terminate negotiations with the initially selected firm and attempt to negotiate a fair price with the second-ranked firm on the short list. Awarding a master contract to only one consultant can leave the government at a disadvantage when negotiating the scope and price of individual work orders. While a work order can be negotiated with the consultant under master contract with minimum effort, going to "number two" would require that the contract go through the entire solicitation, selection and approval process.

Conflict of Interest

Due to the relatively subjective nature of the consultant selection and negotiation process, Highway Department employees responsible for any phase of consultant contract administration must take special care to avoid conflicts of interest and the appearance of conflict of interest. County employees are prohibited from accepting anything of value from consultants including meals, tickets, imprinted clothing and gifts. In consideration of these rules, consultants should not offer anything of value to County employees.

Refer to FDM 8-5-3 for further guidance on potential conflict of interest relating to employees.

Likewise, elected officials should not interfere with the QBS selection for engineering services or be on the selection committee for engineering services. The National Society of Professional Engineers Code of Ethics states (Section II Rules of Practice, Item 4) that “Engineers shall disclose all known or potential conflicts of interest that could influence or appear to influence their judgement or the quality of their services.” The selection for engineering services should be made in ‘adherence to the highest principles of ethical conduct’.



BROWN COUNTY HIGHWAY DEPARTMENT ENGINEERING CONSULTANT RATING FORM

PROJECT: _____
CONSULTING FIRM: _____
RATED BY*: _____

DATE: _____

**Minimum of three reviewers required on selection committee.*

RATING SCORES:
 10 = OUTSTANDING (Exceptional, applicable in rare instances)
 8 = EXCELLENT (Considerable above average, definitely stands out)
 6 = ABOVE AVERAGE (Well above average)
 4 = NORMAL (Satisfactory)
 2 = MARGINAL (Doesn't quite meet satisfactory standards)
 0 = UNSATISFACTORY (Unsuitable)

	Person 1	Person 2	Person 3	Person 4	Person 5		TOTAL
RATING FACTORS / CRITERIA	SELECTION COMMITTEE RATING					=	
1. PROJECT MANAGEMENT QUALIFICATIONS Proposed project manager's leadership qualifications, knowledge of WisDOT/FDM design methodology, tracking schedules, budgets, construction cost estimates, and QA/QC process. Awareness of issue/risk management and re-direction of resources. Project management, communication skills, and public involvement.						=	0
2. DESIGN TEAM PERSONNEL QUALIFICATIONS Key staff members and their experiences. Sub consultants and their role. Resources to achieve an effective and efficient design.						=	0
3. PROJECT EXPERIENCE Previous design projects with similar challenges. Lessons learned. Experience working with Brown County, WisDOT, and municipalities partners if applicable.						=	0
4. DESIGN APPROACH AND METHODOLOGY Effectively communicate the benefits and impacts of the project. Understanding of project and challenges. Investigation into existing conditions. Creativity and efficient ideas. Understanding of the importance of the project to County. Conscious of being cost effective. Local knowledge of issues.						=	0
5. RESOURCES, ABILITY AND PROJECT TIMELINE Personnel and availability to complete the project on schedule. Outline of project schedule. Examples of how to meet/stay on schedule. Commitment to quick turnaround and responsiveness on sensitive issues. How firm will communicate and address delays if they occur.						=	0

TOTAL POINTS **0**