



July 25, 2024

Town Officials:

Enclosed you will find a copy of the Town Agreement for the 2025 – 2029 timeframe. The framework is the same with the exception of updated dates and clarifying Section 2. I'm very pleased with the evolution of the town and county relationship in the past six years. There has no doubt been growing pains as we've balanced the increasing town work with staffing and fleet numbers. In the end we are in a better position than we were six years ago, and I'm committed to continuing to evolve our partnership and provide efficient work to maintain safe roads for the motoring public.

In regard to changes at the department, we have replaced a large majority of the old single axles with larger more efficient tri axles and quad axles that have enough material capacity to make it thru most winter storms and can also be used in the summer to haul materials for projects. The only single axles that remain are those needed to plow town routes that have dead ends, tight turnarounds, lake developments, etc. All but three routes have trucks that are equipped with salt brine, which prewets the salt to improve effectiveness, and some can apply liquid only when temperatures warrant. Brine equipment will continue to be added as our equipment fleet is upgraded.

The roadside mowers have also been upgraded from the twelve 5-6' sickle bars to five 12'-14' flail mowers and one boom mower with a rotary head for woody vegetation. Herbicide treatment has also been used throughout the county in an expanding area over the past 10 or so years, it controls invasive species and other woody vegetation. We've also incorporated a plant growth inhibitor to slow the growth of the vegetation allowing us to eliminate the June mowing on the treated roads. Treatment is also pollinator friendly, not affecting the milkweed and other native prairie grasses.

Lastly, the purchase of the county owned asphalt plant has a large savings potential for all of us. While a portable was set in the same location in 2023, we saw a \$15,000 per mile decrease in paving costs based on significantly slashing the transportation costs of getting the mix from the out of county plants to the projects. The plant is scheduled to be up and running in September 2024.

Please contact me if I can be of additional assistance and please return approved contracts after your meetings.

Sincerely,

Brian Trebiatowski, Highway Commissioner

GENERAL AGREEMENT

This Five-Year Agreement is made and entered into by and between the Town of _____ ("the Town") and Marquette County ("the County") for valuable consideration, the receipt and sufficiency of which is acknowledged by both parties.

1. Services

- A. **General Work:** The County shall provide mowing, snow removal and salt and sanding services for the Town on all Town roads for which the Town receives State Transportation Aids. The County acknowledges that the town may seek competitive bids. The town agrees that the County may at their discretion, remove right of way encroachment hazards to eliminate the risk of damage to equipment. Not to exceed one day of labor for two employees and associated equipment, up to \$2,500.00 annually.
- B. **Mowing:** The County shall determine when mowing will occur and what equipment will be used to complete the mowing.
- C. **Snow Removal, Brine Application, Salt and Sanding:** The following applies to all services related to snow removal, brine application, salt and sanding. The County shall determine when to remove snow, when salt, brine, or sand shall be applied, as well as the quantity. Salt will be used until temperatures warrant only an abrasive for traction, at which time sand/salt will be applied as needed. The County shall determine the way snow removal, brine application, salting and sanding services are provided. The County shall determine the order that roads shall be serviced. The Town agrees that County and State Highways shall be serviced before most Town roads. Town input will be considered in the determination of their route, offering priority to documented trouble and high traffic areas.
- D. **Annual Projects:** The Town may request services in addition to General Work by scheduling a project tour. The County shall determine the manner and timing for completion of all work set forth on the project list unless a specific deadline or instructions are set forth. Such work shall be subject to all terms and conditions of this General Agreement.
 - i. The Town may schedule a project tour with the County annually each spring, and again as the need arises. A member of the supervisory staff will accompany the town on the project tour where notes will be gathered from which estimates will be developed and provided to the town.
 - ii. During the project tour town projects will be discussed and suggestions will be provided by the county. The town will provide the county with a project list of desired projects. Any cost estimates discussed during the project tour are not final and are only to assist the town in prioritizing the desired projects.
 - iii. The County will provide the town estimates for the projects identified on the project list. The town shall initial, or sign, identifying the selected projects and return a copy of the estimate sheet to the county. Once the town approved project list is received the projects will be placed on the work list. The county shall determine the project schedule based on the material availability and proximity to other similar projects.
- E. **Additional Services:** The County is available for additional road maintenance, drainage, signing, and other work as needed. The Town may make a request for services in addition to General Work.

- i. **Signs:** The Town may order signs from the County. The County participates in a sign recycling program, therefore, the signs replaced will become property of the county and will be recycled, provide low-cost signs in the future.
- ii. **Emergency Services:** The County shall respond to all service requests received directly from the Marquette County Sheriff's Department Dispatch and shall advise the Town Chair or his/her designee of any action taken and if further attention is needed, as soon as practicable. The town can choose to have the county respond to the following: trees, potholes, signs, mowing, and permits. If the town chooses to make other arrangements, they shall furnish a 24 hour contact number to the County as well as the 911 Dispatch Center. In the event the 24 hour contact is unable to be reached the county reserves the right to perform the requested action at the town's expense in order to keep the traveling public safe.

Please make your selections below by checking the appropriate column.

Service	County Response	Other Response - provide contact information
Trees	X	
Potholes	X	
Signs	X	
Mowing		
Permits		

- iii. **All Other Services:** The Town may contact the county to discuss the work needed. A meeting may be scheduled to view the projects. Once the county understands the town's request an estimate will be provided to the town for approval. When the town approved project is received the projects will then be placed on the work list. The county shall determine the project schedule based on the material availability and proximity to other similar projects.

2. Cost

- A. **Invoicing:** The County shall submit monthly invoices for the work completed or services provided during the previous month. The invoices shall set forth in detail the labor, materials and equipment used to complete the work or perform the services. The Town shall make payment within 60 days of receipt of an invoice. Failure to make a timely payment may delay future work within the town until sufficient payment is made.

B. Pricing:

- i. The County acknowledges that funding and budgetary levels fluctuate annually. Therefore, the County asks for a labor hour partnership with the Town equal to 20% of the towns General Transportation Aid allotment for that calendar year. For example, the town receives \$100,000

in GTA, their labor partnership with the County is \$20,000. The labor (fringes included) hours will be tracked by the county and shown monthly on an insert included with the Town's invoice. Any and all labor hours worked in the Town shall be credited toward the allocation.

- ii. Towns will be invoiced based on actual labor, equipment, and materials used on completed projects. The Town agrees to pay for labor, equipment, and materials at the rates set forth by the State of Wisconsin Department of Transportation in the County Highway Expenditure Micro Computer System (CHEMS Program).
- iii. If a County employee earns overtime pay while performing work for the Town, the Town shall pay the employee's overtime wages.
- iv. The Town may request copies of the current labor and equipment pricing indexes from the County, and a copy will be kept at the County Highway Department for review.
- v. The Town shall pay an administrative fee equal to the amount determined by the State of Wisconsin, which may change as determined by the State from year to year.
- vi. In the event of not meeting the allocated labor partnership amount in the prior year the Town shall pay their portion of the "plow unit cost" which shall be determined annually based upon the calendar year. The plow unit cost shall be based upon the Town's share of annual expenses (excluding fuel) related to keeping the eight (8) plow trucks that are necessary to service town roads. The Town share shall be a percentage of the expenses (which is based on the ratio of Town road miles to the total of all town road miles serviced by the County). The County will provide notice of the plow unit cost to the Town on or before March 31 of the year following the failure to meet the allocated amount. The Town shall pay the plow unit cost on or before May 30 of the year following the failure to meet the allocated amount. Failure to pay the plow unit cost if warranted on or before May 30 terminates this agreement effective October 1 of the year following the failure to meet the allocated amount. Should this agreement no longer be in effect, the town will need to contract for snow removal services for any and all town roads or segments thereof that fall under their maintenance jurisdiction. No services will be provided by Marquette County without an agreement in place. This agreement cannot be renewed with an unpaid plow unit cost balance.

- C. The Town agrees that the County shall be liable for damage to mailboxes as set forth in the departmental policy.
- D. The County shall provide liability, unemployment and workers compensation insurance for work and services provided under this General Agreement.
- F. The County shall be responsible for all wages and other employee compensation that may be due and owing to those providing work or services pursuant to the terms of this General Agreement. No person performing work or services under this General Agreement shall be deemed an employee of the Town.

3. Miscellaneous

- A. This Agreement shall be interpreted under the laws of the State of Wisconsin. Venue for any legal proceedings relating to this Agreement shall be Marquette County, Wisconsin.
- B. The individuals executing this General Agreement and any work as described herein are duly authorized representatives of their respective entities and are executing such documents and binding their respective entities to the representations, warranties, and duties contained in the documents.
- C. No modifications or additions to this General Agreement and no waiver of the terms and conditions shall be effective unless it is in writing and duly executed by the parties hereto, except as set forth in section 1(D-E) with regard to Annual Projects and Additional Services.
- D. Both parties to this General Agreement waive all rights to trial by jury in any action, proceeding, claim or counterclaim brought by either party against the other on any matter whatsoever arising out of, in connection with or related to this Agreement.
- E. If any provision of this General Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
- F. The Town warrants and represents that all services and materials provided by the County pursuant to this Agreement will be for a public purpose only and will not provide a primarily private benefit or purpose for any individual or entity.
- G. The term of this Agreement starts on the last day of execution by either party and shall renew annually unless terminated by either party upon 90 days notice. If the Town terminates the Agreement calendar year 2025, 2026, 2027, 2028, or 2029, the Town shall remain responsible for its plow work cost for any calendar year in which it received snow removal services as described in paragraph 1(C). In the event of termination, the Town will pay the County for its services through the effective date of termination. Agreements are due back to the County within one week of your October Town Board Meeting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Dated: 9/11/2024

Dated: _____

TOWN OF Springfield

MARQUETTE COUNTY

By: Terry Janku
Town Chair

By: _____
Highway Commissioner

By: M. Lockerman
Town Clerk

By: _____
Highway Committee Chair

Attest: The Clerk of the Town of Springfield attests this Agreement was approved at a duly noticed meeting of the Town Board held on 9/11/2024 by a majority vote.