

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, March 3, 2015 ***5:00 P.M.*****

LOCATION: **Germantown Village Hall Board Room**

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **ROLL CALL:** Chairman Kaminski, Trustees Zabel, Vanderheiden and Warren
- III. **APPROVAL OF MINUTES:** February 3, 2015
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **UNFINISHED BUSINESS:**
 - A. Consideration of 2015 Sealcoat Projects
- VI. **NEW BUSINESS:**
 - A. Resident Request for Sidewalk Fronting BP, BMO Harris & Columbia St. Mary's Properties
 - B. Solid Waste Collection/Disposal and Recycling Contract
 - C. Award of Contract - Well #4 (Alt Bauer Park) from Oil Lube to Water Lube
 - D. Development of Private Property Inflow & Infiltration Policy
 - E. Award of Contract – Cured in Place Pipe Lining
 - F. Consideration of Purchase Wet Well Grating - Main Street & Old Farm Wet Wells
 - G. Authorization to Purchase – Highway Department Patrol Truck
 - H. Authorization to Purchase – Paint Stripper
 - I. Authorization to Purchase – Loader Tires
 - J. Authorization to Contract Repairs – Wolf House
 - K. Authorization to Shift Funding – P.D. Annex
 - L. Authorization to Contract Electrical Work – P.D. Annex
 - M. Authorization to Contract Carpet Replacement – P.D. Annex
 - N. Repair of Truck 464 – Highway Department
 - O. Award of Contract – 2015 Roads Project & Alt Bauer Park Pathway/Basketball Court
 - P. Water Study – Update
 - Q. Award of Contract – Peer Review TID 6 Traffic Impact Analysis

VII. ANNOUNCEMENTS:

The Next Public Works Committee Meeting will be held **Tuesday, April 7, 2015 @ 5:00 p.m.**

VIII. ADJOURNMENT:

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

*** Notice is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

February 3, 2015
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 5:00 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Zabel, Vanderheiden, and Warren. Also present were Dir. Ludwig, Engr. Bischke, and Secretary Wick.

PREVIOUS MINUTES:

MOTION made by Warren, seconded by Vanderheiden to approve the Minutes of January 6, 2015.

Motion carried unanimously.

PUBLIC COMMENT: None

REQUEST TO FUND SYLVAN CIRCLE STORM WATER RELIEF: Engr. Bischke provided the Committee with a comparison of cost-estimates for two alternatives for storm water relief. If the Committee chose Alt. #2 instead of Alt. #1 the question would be who should pay for the \$6,000 deficit.

Alt. #1: Shortest alignment through parking lot	Alt #2: Straddle Sylvan & Montgomery ROWs
\$59,000± ^{1,2}	\$65,000±

¹ \$53,600± + \$5,400± parking lot pavement removal/replacement

² Prohibits future building construction in parking lot area

Dir. Ludwig spoke with the Village Attorney who confirmed the Sylvan Circle storm sewer was public. The Attorney's advice was to either obtain an easement to go diagonally through the parcel or to move the storm sewer off of the property. There was the option to Special Assess to all contributing into the drainage basin. Dir. Ludwig made it clear the assessment would not be for one particular land owner. The Village was delinquent on obtaining an easement back when the storm water facility was built. Committee comments included:

- Ask the resident if he would be agreeable to the \$6,000 difference for the Village to stay in the right of way allowing the owner of the building the ability to put up parking structures/garages; Mr. Kupser, Mequon Road, preferred the storm sewer be placed in the right of way as he didn't plan on building garages but a subsequent owner may want to. Mr. Kupser stated he would be willing to pay his proportional share of an assessment.
- There are Capital monies available to fund the project.
- We have shown the system had been maintained by the Village and we have ownership. Even though there was no easement, it serves a public roadway.
- It is the Village's infrastructure and the Village should be responsible.
- Should the Village choose the shortest alignment to save \$6,000 or place the infrastructure in the right of way and assess the property owners who contribute into the drainage basin?

- It wasn't known when the original development of the apartment building was constructed; the storm sewer may have been in an open ditch. The owner of the apartment building back then may have enclosed the ditch or, it may have been a public works project. Technically what we're saying is that because we maintained it, it is the Village's responsibility. The problem encompasses the whole area. Staff has reported the storm sewer was undersized for the amount of storm water entering. To bring this issue up to Code, do you assess property owners to correct the under-sizing of the pipe or should the Village fund the project?
- What is the benefit to the Village of installing the storm sewer directly in the private property? Dir. Ludwig stated there would be less length of pipe and therefore less to maintain in the future. There is no easement for the private property access so there would be a cost to the Village to obtain an easement within the private property limits.

MOTION made by Kaminski, seconded by Warren authorizing staff to proceed with the Alt. #2 design and bid the installation of storm sewer within the Sylvan & Montgomery Right of Ways at an approximate cost of \$65,000.00.

Discussion followed.

Motion carried 3 -1 (Zabel)

CONSIDERATION TO ADJUST SEWER INVOICE – N114 W15101 VICKSBURG AVENUE: Dir. Ludwig reported residents Renee and Scott Pfaff requested by letter, consideration of a utility credit toward their account for their property they rented and now own. They had just purchased the property and upon inspecting the adjoining unit had notice that the toilet had apparently been running for a long time. The repair was made by the Pfaff's and there was a dramatic drop in usage. Dir. Ludwig had provided the Committee with the billing record and a calculation based off the usage of the five quarters prior to the 4th quarter of 2014 and four quarters from the 3rd quarter of 2012 through the 2nd quarter of 2013. One half of the overage flow was 50,250 gallons for a possible credit of \$347.25. Trustee Zabel informed the residents that one half of the sanitary sewer operating and maintenance charges were paid to MMSD and therefore not reimbursable.

MOTION made by Zabel, seconded by Vanderheiden authorizing staff to credit \$347.25 toward the sanitary sewer portion of the previous sewer invoices for the property at N114 W15101 Vicksburg Avenue.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – WATER UTILITY TRUCK: Water Supt. Driver requested authorization to purchase the 2015 Budget approved 2015 GMC Sierra 2500 truck for his department. Three bids were received ranging from \$34,734 to \$38,690.

MOTION made by Vanderheiden, seconded by Warren to forward to the Village Board with a positive recommendation to approve the purchase of one 2015 GMC Sierra 2500 truck from Bob Fish GMC for the amount of \$34,734.00. Funds allocated from the Capital Budget Acct. #50-180-183-3920.

Motion carried unanimously.

APPROVAL OF WATER METER PURCHASE: Water Supt. Driver requested consideration to generate a blanket purchase order up to the 2015 budgeted amount of \$175,000 for the purchase of water meters on a time and need basis as part of the meter change-out program.

MOTION made by Vanderheiden, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of \$175,000 in the form of a blanket purchase order for the continuing purchase of water meters on a time and need basis. Funds allocated from the 2015 Capital Budget Acct. #50-180-183-3460.

Trustee Zabel noted when you get down to the low-flow meters, that the purchase be bid out to make sure the Village is getting the best price.

Motion carried 3-1 (Zabel)

AUTHORIZATION TO PURCHASE – WELL HOUSE CL2 ANALYZERS: Supt. Driver requested authorization to purchase five (5) online CL2 Analyzers which report chlorine levels entering the distribution system. The purchase would replace existing analyzers which have become a large maintenance problem. Due to specific brand requirements to standardize with the analyzer in Well #4 and keep equipment uniform, two bids were received ranging from \$16,615 to \$18,598.

MOTION made by Warren, seconded by Vanderheiden to forward to the Village Board with a positive recommendation to approve the purchase of five online CL2 Analyzers for the Well Houses from Hach Co. for the total amount of \$16,615.00. Funds allocated from Acct. #50-180-183-3210.

Motion carried unanimously.

AWARD OF WATER MAIN CONTRACT – APPLETON AVE. EXTENSION AND LAKEWOOD CONDOS RELAY: Engr. Bischke bid out the two projects together to take advantage of combining greater quantities which would reduce costs on mobilization fees, etc. The Appleton Avenue project is Phase II of the water main loop which proceeds up Appleton Avenue toward Lannon Road intersection. Three bids were received ranging from \$401,000 to \$688,000. The second project located in the Lake Park Homes area would be the replacement of the 12" water main with an 8" water main. Three bids were received ranging from \$137,000 to \$400,250. As there was \$600,000 budgeted for the projects, staff had requested a \$600,000 award to allow staff to do more than what was proposed in the original design. Discussion followed noting:

- Whether the contractor was willing to increase labor and material costs to meet the Village's budgeted amount for the project. Easement documents were not in place yet. The time frame for obtaining the easement documents may delay the water main project to the later part of the summer. Will the contractor be willing to postpone construction? Engr. Bischke stated Advanced Construction was the same company who was awarded the utility extensions in TID #6 and was willing to postpone work yet keep the same pricing. Engr. Bischke stated he would research further and provide the information at the Village Board meeting.

- Prefer to stick to the budget of \$400,000 opposed to the \$600,00 because the one third that goes to the TIF is a lot less when dealing with the \$400,000 vs. the \$600,000.
- Dir. Ludwig stated there was flexibility on how the Village would make payment. The Village could keep the TIF out of paying for anything this year and wait until next year.
- The 2012 recommendation document reads at the time of build out. The Village is producing the loop with no build-out. The Village should look at assessing the projects so the Utility is not picking up the cost. An Assessment Policy should be in place and have it go on the acceptance of the TIF properties.

MOTION made by Vanderheiden, seconded by Kaminski to forward to the Village Board with a positive recommendation to award both the Appleton Avenue Phase II Water main Extension project and the Lakewood Condos Water Main Relay project to Advance Construction for the total bid of \$538,000.00.

Motion carried 3 – 1 (Zabel)

MMSD PRESENTATION OF PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION PROGRAM:

Engr. Bischke reported the Village had approximately \$800,000 (+) banked in annual allocations for the infiltration and inflow reduction program in the Village. Research found a Motion from the Sept. 6, 2011 Public Works Meeting had not been acted on or taken to the Village Board implementing the I&I Reduction Program. Concerns from a couple of years ago included whether the program was 100% funded, or, should there be a cost share or should it totally be the resident's responsibility. Engr. Bischke introduced Jerome Fogel, MMSD Program Manager, to give a presentation to describe the overall Infiltration and Inflow Reduction Program and how other municipalities within the MMSD District were administering the program. His summary included the Program Basis/Structure, Program Status (participation/funding), results, and next steps.

The program was designated and authorized for 2010-2020. \$62 million was assigned to the reduction program. Germantown's share 2010 - 2015 is \$865,000. A total of \$1.5 million for the 2010-2020 program is expected. Many sources of I&I include laterals coming from a house, foundation drains, pre 1954 housing. Almost half of the collection system is on private property. About 3000 miles of pipe is out in municipal areas and another 3000 miles of pipe is just connecting the houses to the street. As far as the 2020 Facilities Plan, MMSD is trying to address I&I parameters to gauge where they're at. A performance basis chart showed what was expected for flow out of the meter sheds. Through that research it showed some meter sheds had too much flow. Municipalities were notified that work needed to be done to get the flows down. Germantown was not on the list. MMSD is looking to do this work on private property because I&I is a big contributor to the rain fall in the sanitary system. Justification for spending public dollars on private property was the private property was raising flow and causing problems for people downstream. The private property owner benefits by getting a new lateral. Primary function to spending the money was to solve the public problem. To date 28 municipalities are participating in the program. Approximately 2,200 of projects have been for the lateral lining. Other projects included lateral replacements, lateral grouting, and foundation drain disconnects. MMSD does not require a cost match from the municipality or resident. Some municipalities do so to stretch their money. Contracting strategy depends on the municipality's comfort level. Most do public bids to get the best price.

In 2011, Germantown investigated private property infiltration and inflow. Results found 87 homes investigated aged 1950 or newer had a 75% failure rate.

In closing, Mr. Flogel stated MMSD was in the second half of the program. It was time the municipalities thought about what was working and what wasn't. The problems would not go away as the properties continued to age. Most municipalities are in the construction phase. Investigative work has been done and a policy created. Project performance results will become available when all data is collected. Currently MMSD is starting the 2050 Facilities Plan process. Discussed will be Infiltration and inflow in general and the next phase strategies. There will be a workshop in April at the Technical Advisory Team meeting. Discussion included;

- By what date do funds need to be used? Dec. 31, 2020. Options include all funds get rolled back into MMSD's capital budget or MMSD reserves the right to take the \$1.5 million or whatever is unspent and address and fix the issues that were found.
- The average cost per home for a lateral rehab is \$7,000 - \$8,000.
- The municipal Waste Water Superintendent would be instrumental in determining how the funds are spent.
- If there is a contribution from the homeowner or if the municipality, every \$5.00 the municipality is contributing in construction, MMSD will give \$1.00 back that the municipality can add to the 20% cap investigative work.
- One municipality has proposed to have a surcharge on their water bill which will be contributed to supplement MMSD money so they can get through the entire city to disconnect foundation drains. Other municipalities are looking at the overall municipality need and either assessing the resident contribution, municipal contribution from other funds, or a dedicated additional fee to supplement the money needed to address the whole problem and how to make it equitable among all residents.
- Chm. Kaminski stated 87 homes were investigated and it is known what is needed in those areas. Is the Village going to investigate more homes or not? If not, Chm. Kaminski suggested before the sale of your home, you must have your lateral tested. Her suggestion was that any resident who has their lateral tested whether they're moving or not would be eligible to participate in the program over the next three years and get 60-80% of their lateral paid for.
- MMSD would like to see municipalities utilize the funding available. The District had given a lot of latitude in the program for the municipality to decide where and how the money should be spent.
- There's certainly incentive from MMSD to reduce I&I. Would there be any reduction in fees from MMSD to the community? Mr. Flogel stated no, not under the current rate structure.
- The Village has all policies in place to participate in the program. Back in 2011 MMSD was providing \$2.5 million in funding and now its \$1.5 million. Options back then were to either to have the Village contract the work and bill back the resident or have the Village contract the work and access the property owners and use the interest rate funds to do other changes in the sewer utility. The Utility Advisory Committee suggested Policy #1 which the Village would do the contract and cover the costs.
- Flood grouting was discussed. There was only one company that has that technology. The company is from Austria and has done a few pilot projects where they found funding. It is a technology that they are selling for maintenance. It seems to work but the one time rehabilitation with the cost of chemicals and consumables does not off-set doing a more traditional method. If this type of project wins the bid under multiple strategies, MMSD would allow. You would not get competitive bids as there was only

one company that does flood grouting and MMSD would probably not accept a one bid contract.

- MMSD does not provide a list of acceptable contractors;
- The real cost savings would be if MMSD would have a contract with multiple contractors. MMSD would find lower rates and therefore communities would benefit. Mr. Fogel stated MMSD would entertain it and tried it when the Village did their investigative work under the MMSD contract. The Village used MMSD's contractor, National Power Outing and the district stated it didn't work out for several reasons. One of the biggest problems with the investigative work contract was that MMSD bid the project out and had multiple bidders but once the project was awarded, the prices became public information so competing companies could approach a municipality directly and the municipality could hire their own contractor. The second challenge, particularly with lining was telling the locations a getting a group together so there was some cost savings where the contractor could mobilize and get a group of areas done at one time. MMSD would definitely like a municipal contract to save everyone some money.
- Supt. Zimmerman to supply background information to the Committee at its next meeting to discuss plans for 2015.
- The Ordinance has been to the Village Board in 2007 and 2011.

MAINTENANCE AGREEMENT – JOHNSON CONTROLS: Supt. Olszewski requested Committee consideration of a Maintenance Agreement between the Village and Johnson Controls for a 3 year commitment to oversee the heating and cooling system maintenance at the Library. Johnson Controls maintains the software as well as the alarms that monitor the Library's boiler system. The contract covers quarterly inspections and approximately 16 hours of work annually. A multiyear agreement includes a 15% savings on the hourly rate if work is needed in excess of the 16 hour "prepaid" contract amount. A three year agreement totaled \$8,429.

MOTION made by Vanderheiden, seconded by Warren to forward to the Village Board with a positive recommendation authorizing a three year contract with Johnson Controls for a total amount of \$8,429 as part of a Planned Service Agreement to cover the heating and cooling system for the Library. Funds to be allocated from Acct. #10-519-530-5251.

Motion carried unanimously.

MAINTENANCE AGREEMENT – GENERAL COMMUNICATIONS: Supt. Olszewski requested consideration of a maintenance agreement between General Communications and the Village to check mobiles, battery backup, power supplies and encoders three times per year. The Agreement insures that the radio system that carries the Village's tornado sirens and building alarms is functioning properly.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to contract General Communications at a cost of \$1,260.00 for the maintenance of the Village's radio system three times for year 2015. Funds to be allocated from Acct. #10-519-530-4400.

Motion carried unanimously.

WATER MANAGEMENT AGREEMENT – MARINE BIOCHEMIST: Supt. Olszewski requested consideration of a maintenance agreement between Marine Biochemist and the Village for the treatment of algae and underwater weeds in the River Lane-Freistadt Pond and the WAGO pond. Additionally Friedenfeld Park pond and Weidenbach Park pond are treated for underwater weeds and algae on an “as needed” basis for a cost of \$609 per treatment. As the Friedenfeld Park pond is a source of irrigation for the athletic fields, treatments are a 50/50 cost share with the Germantown Football Club.

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to contract Marine Biochemist for the treatment of algae three times seasonally in the River Lane-Freistadt Pond and WAGO pond at a cost of \$1,800.00, and treatment as needed in the Friedenfeld Park Pond and Weidenbach Pond at a cost of \$609.00 per treatment. Funds allocated from Acct. #10-542-530-4100 and Acct. #10-553-530-4100.

Motion carried unanimously.

AUTHORIZATION TO HAVE WASHINGTON COUNTY HIGHWAY DEPARTMENT PAINT CENTERLINES AND EDGE LINES: Staff had recommended Washington County Highway Dept. to perform edge line and centerline striping in year 2015. Striping is expected to cover 30 miles of centerlines and 60 miles of edge lines. Work is billed on a time and material basis.

MOTION made by Vanderheiden, seconded by Kaminski to allow staff to contract Washington County to paint edge lines and centerlines on Village streets. Funds to be allocated from Acct. #10-542-530-3540.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – LED T-8 LAMPS FOR LIBRARY: Supt. Olszewski reported \$15,000 in the 2015 Budget for the final phase of the LED T-8 lamp conversion. To remain consistent, staff had requested purchasing 340 lamps from Neu Tech for a cost not to exceed \$11,560 (freight included). Staff suggested the remaining funds budgeted be used to convert the remaining can, flood, spot lights, etc. to LED lighting. An inventory will be taken and staff will solicit pricing from various vendors.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the purchase of 340 T-8 LED lamps from Neu-Tech at a cost not to exceed \$11,560.00 and to allow staff to use the balance of funds to convert various other LED lamps at the Library. Funds to be allocated from Acct. #10-519-570-8251.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – CRACK FILLING MATERIAL: Supt. Olszewski requested authorization to purchase between 30,000 to 35,000 pounds of crack filling material at a price of \$.4874 per pound. The only distributor authorized to sell asphalt rubber plus is Sherwin Industries of Milwaukee.

MOTION made by Zabel, seconded by Vanderheiden to forward to the Village Board with a positive recommendation authorizing the purchase of crack filling material for Village roads from Sherwin Industries at a cost of \$.4874 per pound not to exceed 35,000 pounds. Funds to be allocated from Acct. #10-542-530-3505.

Motion carried unanimously.

CONSIDERATION OF 2015 SEALCOAT PROJECTS: Supt. Olszewski looked to the Committee for their direction on sealcoating a select area of roads in 2015. Options were presented to the Committee for consideration. Of the \$200,000 budgeted, \$170,000 would be available for the sealcoat projects, \$17,000 for crack filling material and \$13,000 for large patch work throughout the Village. Currently there was also an approximate \$47,000 of unused funds from last year's budget that could be used. Supt. Olszewski explained a (GSB-88) application widely used by other municipalities. This application was a rejuvenator which is applied to pavement less than seven years old and would defer sealcoats and extend the life of the pavement. The product penetrates into the pores of the asphalt and cures. This method slows down the oxidation and water penetration. Prime areas for this application would be subdivisions and especially cul de sacs. Slurry or chip seal is not used in cul de sacs due to the overlapping application. It was Supt. Olszewski's opinion that a portion of the funds should be used to apply the GSB-88 application on the newer roads and the chip seal/slurry seal on the older roads with the focus on residential streets within the subdivisions.

- The chip seal application held up well in 2014.
- The chip seal application is getting into the ditches & storm sewer system so you're seeing hidden costs that won't show up for months.
- Sweepings are increased in those areas to minimize the side effects to the residents.
- Slurry seal is another option. Since the epic failure in 2003, technology has changed immensely. Supt. Olszewski suggested if this type of application was considered by the Committee, he would suggest applying the slurry seal on a main road for a certain distance to see how the slurry seal sustains before choosing the same application in a residential area.
- Committee requested the Hwy. Supt. come back to the Committee with a plan of suggested test sites, project areas for the various applications, and expected life span of the different applications.

RESIDENT REQUEST TO PAY INVOICE TO REPLACE ASPHALT FLUME – N104 W20482 WILLOW CREEK ROAD: Engr. Bischke explained as part of the Willow Creek Road reconstruction project, the replacement of a pre-existing asphalt flume needed to preserve roadside ditch stability was accidentally missed. The contractor did not charge the Village for the flume but the flume was placed on the project punch list for future repair. Since then, the affected property owner decided to re-do his driveway and wanted to include the flume to make it a seamless operation. The resident received a quote and staff calculated an estimate for the original contractor to perform the work. The Committee authorized payment to the resident up to the calculation amount figured by staff.

MOTION made by Zabel, seconded by Kaminski authorizing payment of \$450.00 to reimburse property owner James Rolefson, N104 W20482 Willow Creek Road for replacing the asphalt flume at his driveway that was accidentally missed as part of the 2014 Willow Creek Road reconstruction project.

Motion carried unanimously.

APPROVE 2014 MMSD CHAPTER 13 ANNUAL REPORT:

MOTION made by Kaminski, seconded by Warren to forward to the Village Board with a positive recommendation to approve the 2014 MMSD Chapter 13 Annual Report and authorize signature by the Village President for submission to MMSD.

Motion carried unanimously.

APPROVE 2014 2014 WI DNR MS4 ANNUAL REPORT:

MOTION made by Warren, seconded by Vanderheiden to forward to the Village Board with a positive recommendation to approve the 2014 WI DNR MS4 Annual Report and authorize signature by the Village President for submission to the WDNR.

Motion carried unanimously.

APPROVAL OF STATE/MUNICIPAL AGREEMENT FOR FOND DU LAC AVE.-DONGES BAY ROAD INTERSECTION: Dir. Ludwig reported the roundabout project is slated for construction in 2016 with traffic being closed on both legs of Donges Bay Road. Village utility impacts include manhole repairs and valve box elevation adjustments, lowering three water main crossings for storm sewer, relocation of 100' of 12" water main extending north of Donges Bay Road, relocating two hydrants, abandoning seven water laterals and three sanitary laterals. Due to the large traffic volume on Fond du Lac Avenue and the permanence of the new facility, water main was suggested to extend 1472 feet north and sanitary sewer 442 feet north during the road closure. All utility adjustments listed were TID eligible expenses. The State/Municipal Agreement indicated construction inspection and surveying tasks were required by the Village during utility repair/replacements/extensions. Dir. Ludwig gave further detail of the utility work. The Engr. Dept. estimated the cost for the anticipated utility work at approximately \$360,000.

Trustee Zabel suggested an assessment policy up front for the properties that would be served by the installation of water and sanitary laterals as part of the project. He voiced concern that there would be enough funding especially if something came up in the near future. Further discussion was held on the placement of utilities. As the utilities work would be separate from the intersection project, the WDOT would bid out the items necessary and the Village would reimburse the WDOT for the nonparticipating items. The same contractor would be used for both projects and be a cost savings to the Village. Planning wise it would be in the best interest to the Village to do the utility work now and get the utilities out of the intersection. This would provide incentive to area businesses on the west side of the road to hook up to utilities and provide incentive for development to take place on the east side of the road which is within TIF #4.

MOTION made by Vanderheiden, seconded by Warren to forward to the Village Board with a positive recommendation to approve the State/Municipal Agreement for the Fond du Lac Ave.-Donges Bay Road intersection including the utility extensions for sewer and water.

Motion carried 3 – 1 (Zabel)

VILLAGE LABOR AND EQUIPMENT RATES – 2015: Dir. Ludwig presented the 2015 rates. Calculations are based on wage increases.

MOTION made by Kaminski, seconded by Vanderheiden to forward to the Village Board with a positive recommendation to approve the proposed 2015 Village Labor and Equipment Rates as presented by staff.

Motion carried unanimously.

REQUEST TO CONTRACT VALBRIDGE PROPERTY ADVISORS TO APPRAISE UTILITY EASEMENT FOR APPLETON AVENUE WATER MAIN EXTENSION:

Engr. Bischke reported the water main extension was situated on the west side of Appleton Avenue to avoid an 8" dia. gas transmission main situated along the east side of the road. The Schuster property line on the west side of Appleton Avenue notched out toward Appleton Avenue and therefore a utility easement was needed. The remainder of the water main extension alignment remained situated in existing right-of-way. Trustee Zabel voiced concern on the timing of obtaining all documents necessary prior to construction.

MOTION made by Warren, seconded by Vanderheiden authorizing staff to contract Valbridge Property Advisors to appraise the utility easement for the Appleton Avenue water main extension.

Motion carried 3 -1 (Zabel)

REQUEST TO CONTRACT VALBRIDGE PROPERTY ADVISORS TO APPRAISE UTILITY EASEMENT FOR TID 6 SANITARY AND WATER MAIN EXTENSIONS:

Engr. Bischke explained the most efficient and effective sanitary and water utilities route to service the TID #6 Neu and NMMR parcels was through the north side of Appleton Ave. just south of the TransCanada pumping station. Staff had met with the property owner to initiate negotiations for the utility easement noting the following; the easement area is 0.1028 ac which a potential offer was made without an appraisal. The Village would include lateral stubs for the property owner in which the connection was not mandatory but voluntary. Restoration would be done to the owner's satisfaction. The property owner followed up with a counter offer higher than the Village Board's offer therefore, it was prudent that an appraisal of the prospective utility easement be done.

MOTION made by Warren, seconded by Vanderheiden authorizing staff to contract Valbridge Property Advisors to appraise the utility easement for the TID #6 sanitary and water main extensions.

Motion carried 3 -1 (Zabel)

MOTION made by Warren, seconded by Vanderheiden to reconsider the minutes of January 6, 2015 with the following corrections;

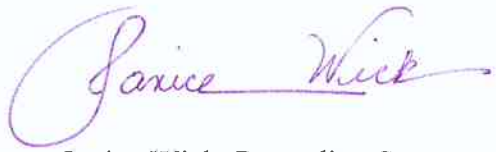
Under the topic of: "90% Plan Review and Request to Solicit Bids for Donges Bay Road Project", Page 2, second paragraph, the name "Hoffns" should be corrected to read "Hoffins" and, Trustee Warren's statement in the second paragraph should read "Trustee Warren questioned if the path could be shifted to the north or, possibly add an additional

2-3 feet to the northern edge of the existing path which would provide more buffer for the walkers and cyclists.

Motion carried unanimously.

ANNOUNCEMENTS: The regular Public Works Committee Meeting will be held Tuesday, March 3, 2015 at 5:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:35 p.m.

A handwritten signature in purple ink that reads "Janice Wick". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Janice Wick, Recording Secretary

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3, 2015

AGENDA ITEM: Old Business

ITEM TITLE: Approval Sealcoating Projects 2015

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the 2015 sealcoating projects. The 2015 budget for this type of work is \$247,000 (2015 Budget \$200,000 + 2014 carry over \$47,000). From this account approximately \$17,000 of crack filling material will be purchased and \$13,000 is estimated for large patch work leaving \$217,000 for sealcoat projects. Attached is a spreadsheet of the recommended projects along with literature describing the various sealcoat applications.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends approval of the streets attached.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

STREET NAME	YEAR	PASER RATING	SEALCOAT OPTION	APPROX. SQ. YRD	2015 COST EST.
Amen Ct	1993	8	GSB- 88	909	\$1,500
Hawkeye Ct	1997	7	GSB- 88	1,312	\$2,100
White Pine Ct	1993	8	GSB- 88	2,001	\$3,200
Overlook Ct	1993	8	GSB- 88	1,453	2,325
Rainberry Ct	1993	6	GSB- 88	821	\$1,300
Providence Ct	1997	6	GSB- 88	1,312	\$2,100
Wheterfield Ct	1993	6	GSB- 88	1091	\$1,750
Hidden Pond Ct	1991	5	GSB- 88	1,453	2,300
Raintree Ct	1997	6	GSB- 88	1,818	\$2,900
Snow Hill Ct	2011	9	GSB- 88	1,091	1,750
Windsong Ct	1997	6	GSB- 88	1,636	\$2,600
Sunberry Ct	1997	7	GSB- 88	986	\$1,600
Summer Hill Ct	1997	6	GSB- 88	1,636	\$2,600
TOTAL					\$32,000
Farm Valley Ct	2005	8	GSB-88	1,642	\$2,600
Still Water Ct	2005	8	GSB-88	2,052	\$3,300
Tree Tops Ct	2005	8	GSB-88	1,078	\$1,700
Woodcrest Ct	2005	8	GSB-88	2,062	\$3,300
Quiet Creek Ct	2005	8	GSB-88	728	\$1,200
Meadow Gate Ct	2005	8	GSB-88	644	\$1,000
Tree Tops Dr	2005	8	GSB-88	4,132	\$6,600
Elmwood Dr	2005	8	GSB-88	4,797	\$7,700
TOTAL					\$28,000
Mountbrook Dr.	1999	7	Slurry Seal	6,616	\$13,500
Spring Hill Ln	1999	7	Slurry Seal	1,866	\$3,500
TOTAL					\$17,000
FREISTADT ROAD	1997-2000	6 & 7	MICRO &Flex Patch	50,000	\$140,000
GRAND TOTAL					\$217,000

GSB-88



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What is it?

ASI's GSB-88 is an emulsified, gilsonite modified, pavement sealer and rejuvenator, and is one of the most environmentally sound pavement preservation products on the market. GSB-88 has a well-documented, 22 year history of performance and its use is expanding tremendously nationwide. It has been thoroughly tested by groups such as the FAA, United States Navy, and the Army Corp. of Engineers. It is successfully utilized by cities, counties, states, contractors, and airfields around the world. Effective in early stage pavement preservation, it is the ideal product to fend off the aging process that starts immediately after construction is completed.

GSB-88 is formulated using natural occurring asphalt that has not been subjected to the oil refining processes that can deplete many of the elements beneficial to sustaining a quality, long lasting pavement. This unique formulation, when applied in a timely, systemic manner, will provide years of extended life to your asphalt pavements, significantly delaying expensive repair and replacement procedures. GSB-88 offers the introduction and reintroduction of oils and resins lost in the oxidization process, as well as superior binding, coating, and protection that only GSB-88 products can offer. While the maltenes rejuvenate the pavement, the Gilsonite asphalt seals the voids in the pavement and protects the pavement from harmful effect of water and sunlight.

Unlike many fog seals and rejuvenators the GSB-88 system has minimal effect on the skid resistance of the pavement which makes the application of sand an option and not a requirement. GSB-88 can be applied on the same road many times to extend the life of a pavement and has no problems with delamination. The product provides a durable, yet flexible top coat with a long-lasting anti-oxidative seal (unlike a normal sealcoat that is not flexible). GSB-88 beautifies your pavement by drying to an absolute black. Affordably priced, GSB-88 is your "common sense" maintenance sealant for higher traffic pavements.

Where to Apply GSB-88

GSB-88 is easily applied using standard asphalt distributors and spray equipment, and cures in a matter of just a few hours.

Types of asphalt that have been treated with GSB-88 are:

- Airport Runways and Taxiways
- City Street
- County and Town Roads
- High Volume State Highways
- Parking Lots
- Chips Seals, Micro Surfacing, Slurry Seals
- Areas where loose rock from Chip Seals and the Roughness of a Micro Surfacing are not acceptable
- GSB-88 has been applied to all types of asphalt that range from 1-6 years old depending on condition.

Reminder: GSB-88 is not meant to be a corrective system for a failed or failing road. It is meant to be applied on a newer road to prolong the life of the asphalt which will then extend the time before a Chip Seal, Slurry Seal, Micro Surface, or overlay is needed.


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Improve and Protect Pavements with Slurry Seal & Micro Surfacing

Fahrner Asphalt Sealers, LLC offers superior road performance and protection with its slurry seal and micro surfacing applications. These highly effective maintenance and preservation techniques provide a slip resistant and durable road surface that will greatly extend its natural life cycle.

Fahrner Asphalt Sealers, LLC has over 35 years experience and offers Slurry Seal and Micro Surfacing services throughout Wisconsin, Minnesota and upper Michigan.

Benefits of these applications include:

Cost Less...More Effective

With the rising cost of materials and limited funding, Micro Surfacing and Slurry Seal cover more surface area with less money and provide the best surface quality.

Safer...Better Service



These seals provide superior wet pavement friction and better traction in freezing conditions. The effective macro texture improves tire contact with the pavement in wet conditions and retains road salts longer for better ice control.

What is Slurry Seal?

Slurry Seal is a mixture of emulsified asphalt, well graded fine aggregates, mineral filler (or other additives) and water. It is used to renew pavement surfaces and retard moisture/air intrusion into underlying pavement. Slurry seal is applied from 1/8" to 3/8" thick and will fill minor cracks, restore a uniform texture and restore friction loss.

What is Micro Surfacing?

Micro Surfacing is a mixture of polymer modified asphalt emulsion, crushed dense graded aggregate, mineral filler, additives and water. This treatment provides resurfacing from 3/8" to 3/4" thick and returns traffic use in one hour under average conditions. This can be applied in multiple applications and provide minor reprofiling. This treatment can also fill wheel ruts up to 1 1/2" in depth in one pass and produces high surface friction. Micro Surfacing is suitable for use on airport runways, interstate highways, as well as residential streets.

Benefits of Slurry & Micro Surfacing

Seals aged and raveled pavement	Macro texture for improved safety
Corrects wheel rutting (1 1/2")	Maintains ride quality
Corrects minor cracks	Restore aesthetics appeal
Eliminates dust and loose aggregate (vs. chip seal)	Provides superior skid resistance

Micro Surfacing vs. Slurry Seal

	Micro Surfacing	Slurry
Application	Day or Night	Day only
Thickness	3/8" to 3/4"	1/8" to 3/8"
Set Time	1 to 2 minutes	3 to 5 hours
Handwork	Allows no handwork	Handwork friendly
Aggregates	Able to lay thicker than largest aggregates	Able to lay only as thick as the largest aggregate
Rut Filling	More durable aggregates— can be used for rut filling	Cannot be used

Sent: Jay Olszewski
To: James Keegan
Cc: RE: GSB-88
Subject: GSB-88 2010 through 2013.pdf
Attachments:

Jay,
We started using GSB-88 in 2010. With only 4 years under our belt we cannot make any solid conclusions as to its benefits. For our first project, we chose Riverland Road (Bonniwell Road to Pioneer Road). This road had been part of a larger project that was pulverized and paved in 2005 along with Bonniwell Road. When we only GSB-88 sealed Riverland Road, we had side by side comparisons to look at. We crack sealed Bonniwell Road in 2012 and Riverland Road didn't need it. Then last year, the harsh winter caused a lot of damage, so we had to crack seal both roads. The GSB-88 seems to soak in between the stones and help prevent aging. Last summer, I took a look at the roads and the GSB-88 had faded to the point it was hard to even see, but the surface texture of the pavement was smoother and appeared to retain more of the fine aggregate.

We try to use the GSB-88 on roads approximately 3 to 5 years old. You are right that it is better in subdivisions than chip seals. We have only had minor complaints during the process about tracking onto concrete driveways if someone drove through the fresh oil and then went in a driveway. In all cases, the contractor was able to adequately clean the driveway to the homeowners satisfaction. It is also a little cheaper per SY than chip seal.

I have attached some pictures I took last April. These are trying to show how the material fades over the years. We are planning on doing approximately 8 miles of GSB-88 this year.

Timothy J. Weyker
Engineering Technician

City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092
tweyker@ci.mequon.wi.us
Phone: 262-236-2932
Fax: 262-242-9655



From: Jay Olszewski [mailto:jolszewski@village.germantown.wi.us]
Sent: Tuesday, January 27, 2015 11:09 AM
To: Tim Weyker
Cc: Jay Olszewski
Subject: GSB-88

Good Morning Tim,

I have heard that the City of Mequon has used Fharner Asphalt to seal some of your streets with GSB-88. I was curious as to your experience with the product. Can you please share any of your opinions on the product? How old and in what shape were the roads you sealed? I realize that GSB-88 is intended for roads that are early in their life cycle so this

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Resident request for sidewalk fronting BP, BMO Harris and Columbia St. Mary's properties

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Please refer to Colonel Walz's Feb. 6, 2015 letter request for this sidewalk.

Wisconsin DOT's 60%-complete drawings present new sidewalk along these properties; however, they have postponed the project until Year 2029.

The Village's Year 2015 budget does not include funds for installing this segment of sidewalk; however, funds could be drawn via special assessment of the subject properties. The neighboring sidewalk fronting Chris Greene's properties was paid for by Chris Greene at \$54.00 per linear foot. Following are estimated costs based on the \$54.00 per l.f.:

\$18,360.00	Columbia St. Mary's (340 l.f.)
\$7,830.00	BMO Harris (145 l.f.)
\$10,260.00	BP (190 l.f.)
\$36,450.00	Total

Options:

1. Include sidewalk extension in Year 2016 budget, or
2. Special assess fronting properties for a late season Year 2015 project.

ATTACHMENTS:

1. Colonel Walz's Feb. 6, 2015 letter
2. Aerial image of Mequon Rd. fronting subject properties

STAFF RECOMMENDATION TO COMMITTEE: None

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

6 February 2015

Public Works & Safety Committee
Village Engineer
N112 W17001 Mequon Road
Germantown, WI 53022



Dear Mr. Brionne Bischke,

Per our phone conversations over this last month, I am committing my concerns to print and to be forwarded to all parties concerned with the Public Works & Safety for the Village of Germantown and their scheduled meeting for 3 March 2015. I am deeply concerned regarding pedestrian traffic and the MISSING 1-2 blocks of sidewalk on the southwest border of Mequon Road. (from Pilgrim Rd east just beyond St. Mary's Clinic) The ironic element to this picture is that there IS sidewalk in front of three abandoned & dilapidated homes and none in front of the remaining businesses on the south side of the street. I have been informed that the owner of these decade-long abandoned properties paid for that block of sidewalk. The paradox herein is that there was monies to put in the sidewalk yet not to remove eyesores to the ~~west~~ ^{east} entrance to our Village!

This 1-2 blocks along a state highway, 4 lanes of major traffic, a right turn lane off of Pilgrim, lined with community businesses, and with La Chimenea as a destination yet has NO connecting sidewalk.

I have lived in Germantown for 32 years. And I chose this community because I could safely walk to any asset I needed. I also settled here because this is a conservative community. There are occasions when this borders on ridiculous, and this would be one of those occasions. All the business driveways have already been cut and curbed, there are no obstructions or trees to remove. It will cost 2 blocks of cement and winter snow removal. There are three businesses who already pay taxes.

I beseech you to reevaluate this situation, especilly in lieu of the DOTs delay in contributing until 2029!

I will attend your 3 March meeting at 1900 to further address this issue.

Respectfully submitted,

Colonel Judy Ann Walz

A handwritten signature in cursive script that reads 'Judy Ann Walz'.



Google earth

43°13'15.11" N 89°06'02.73" W elev: 908 ft eye alt: 2098 ft

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Recommendation on Contract for Solid Waste and Recycling Collection/Disposal

SUBMITTED BY: Dan Ludwig, P.E., Director of Public Works

SUMMARY EXPLANATION:

The current contract with Waste Management for solid waste collection/disposal and recycling expires October 1, 2015. A new contract for five years is attached for manual/automated and for automated/automated collection and disposal.

The two contracts attached are for having solid waste collection as non-automated (as with our current contract) and the other as automated. Automated solid waste collection is a less expensive alternative (\$194,708 over 5 years), provides a no-cost bulky drop-off weekend and provides bulky drop-off year round at \$0.025 per pound at the Waste Management facility along County Line Road. Solid waste carts would remain the property of the contractor. Responding to a question at a previous meeting: the two largest solid waste/recycle contractors in southeast Wisconsin, one will not bid on manual solid waste collection and the other has only four communities with manual solid waste pickup: Cedarburg, Menomonee Falls, Town of Brookfield and Germantown. This is the appropriate time to switch collection methods.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Two contracts:

- 1) Manual solid waste/automated recycling
- 2) Automated solid waste/automated recycling

Additional language to be added to the contract & proposal summary from 12/12/14.

RECOMMENDATION:

Staff requests the Public Works Committee provide a positive recommendation to a contract with Waste Management to providing solid waste and recycling collection/disposal service to the Village of Germantown.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Dan Ludwig

Subject: FW: Refuse Contract

From: Dan Ludwig [<mailto:dludwig@village.germantown.wi.us>]

Sent: Tuesday, February 24, 2015 1:44 PM

To: Knoeck, Tony

Subject: RE: Refuse Contract

Tony,

I have a request to add to the contract which ever on is selected. In section 5.2 can we add a table showing the breakdown for Weekly trash and biweekly recycle monthly rates? They don't equate to an even 2% so this will help limit confusion.

Example: Manual Garbage/Automated Recycle

Year	2015	2016	2017	2018	2019
Wkly Trash	8.14	8.32	8.49	8.68	8.87
Bi-wkly Recycle	3.35	3.42	3.50	3.57	3.65
<u>WI Tax</u>	<u>0.99</u>	<u>0.99</u>	<u>0.99</u>	<u>0.99</u>	<u>0.99</u>
Total \$/unit /month	12.48	12.73	12.98	13.24	13.51

Proposals opened on 12/12/14

SOLID WASTE AND RECYCLE PROPOSALS FOR 2015 - 2020

	WM	Advanced	Johns
Non automated Solid Waste			
Automated Recycle			
2015/2016			
Guaranteed Revenue	\$ 986,986.00	No Bid	\$ 1,055,832.00
Gross Revenue to Contractor	912,259.00	No bid	980,161.00
5-Year Totals			
Guaranteed Revenue	5,136,315.60	No Bid	5,595,581.40
Gross Revenue to Contractor	4,747,386.64	No Bid	5,217,230.40
Automated Solid Waste			
Automated Recycle			
Guaranteed Revenue	949,571.00	\$ 1,028,489.00	996,756.00
Gross Revenue to Contractor	874,835.00	952,819.00	921,085.00
5-Year Totals			
Guaranteed Revenue	4,941,607.49	5,406,078.17	5,289,042.60
Gross Revenue to Contractor	4,552,678.50	5,008,330.73	4,910,691.60

CONTRACT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL REFUSE, GARBAGE, TRASH AND RECYCLABLE MATERIALS

This Contract made this ____ day of _____ 2015 by and between Waste Management of Wisconsin, Inc. whose address is W132 N10487 Grant Drive in Germantown (Contractor) and the Village of Germantown (Municipality), a municipal corporation located in Washington County whose address is N112 W17001 Mequon Road.

SCOPE OF SERVICES

I. Solid Waste

- 1.1 General. The Contractor shall perform all necessary services to provide the orderly and weekly collection and disposal of refuse, trash, garbage, and recyclables from residences and Village owned facilities in the Village of Germantown, Wisconsin as specified in this contract. The Contractor shall furnish and provide all necessary labor, material, tools, equipment and transportation services required to accomplish the foregoing.
- 1.2 Residential Collection. For purposes of this contract, residential units from which refuse, garbage, trash, and recyclables shall be collected include single-family, two-family and three-family dwellings. Accordingly, all commercial and industrial facilities are excluded from this agreement as well as multi-family dwellings having four or more units, except that for purposes of this contract and subject to Article VI of this contract, the individual units of Lake Park Homes Condominiums shall be considered residential units from which refuse, garbage and trash shall be collected.
- 1.3 No Charge Trash Services.
 - a. Library: 2 yard with one pickup per week
 - b. Village Hall: 2 yard with one pickup per week
 - c. Alt Bauer Park: 6 yard with one pickup per week
 - d. Dheinsville Park: 6 yard with one pickup per week
 - e. Fire Station #1: 2 yard with one pickup per week
 - f. Fire Station #2: 2 yard with one pickup per week
 - g. Fireman's Park: 6 yard with one pickup per week
 - h. Friendfeld Park: 6 yard with one pickup per week
 - i. Haupt Park: 6 yard with one pickup per week
 - j. Kinderburg Park: 6 yard with one pickup per week
 - k. Village Little League: 6 yard with one pickup per week
 - l. Policed Dept: 2 yard with one pickup per week
 - m. Senior Citizen Center: 2 yard with one pickup per week
 - n. Spassland Park: 6 yard with one pickup per week
 - o. Fire Dept Survive Alive House: 6 yard with one pickup per week
 - p. Wiedenbach Park: 6 yard with one pickup per week
 - q. Recycle Center: 6 Yard with two pickups per week

- r. DPW: 6 yard with pickups once per week
- s. DPW: 30 yard roll off dumpster with two pickups in spring for right of way clean up
- t. Fireman's Park: 30 Yard roll off dumpster, one time pickup over July 4th
- u. Dheinsville Park: 30 yard roll off dumpster, one time pickup over Oktoberfest
- v. Senior Center/ War Memorial: 6 yard dumpster once per week

- 1.4 Trucks and Equipment. Contractor shall provide and shall use covered truck bodies of the packer type for normal day-to-day collection and shall clean up any garbage, trash, refuse or recyclables which drop, leak, or are blown off the trucks or containers while loading the trucks or traveling on the roads and streets of the Community. All containers shall be in good repair, neat in appearance and in conformance with all Federal, State, and Local Codes.
- 1.5 Time and Location of Pickup. Collection shall be on a regularly scheduled basis with each property being served once each week and the same day of the week unless adjustments in the schedule are approved by the Director of Public Works. All pickups shall be between the hours of 7:00 AM and 6:00 PM. All refuse shall be picked up at the driveway entrance within five (5) feet of the curb line or edge of street or road. In case of a weekday holiday or time lost due to weather or other conditions beyond the control of the Contractor, the Contractor may adjust the schedule with a one work day (including Saturday) delay. For purposes of this section, "holiday" means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.6 Routes and Schedules. The Contractor, prior to commencement of this contract, shall furnish to the Municipality a route schedule map which shall show the days of pickup for the various sections within the Municipalities. The Municipality may, upon showing hardship to individual residences or sections within the map, request modifications to the route schedule map provided by the Contractor. The parties agree that in the event there is a dispute over the route scheduling map, they will negotiate in good faith any modifications to the route map, taking into account the interests of both the individual residents and the needs of the Contractor to provide orderly pickup. Prior to making any changes in the routes as agreed to by the Municipality and the Contractor, the Contractor shall prepare route maps indicating changes thereto for approval by the Director of Public Works. In the event changes are agreed upon by the Municipality and the Contractor, the Contractor shall notify each customer who is affected by the change in writing at least one week prior to the change taking effect.
- 1.7 Disposal Sites. All wastes, which are the subject of this contract, shall be disposed of at a location chosen by the Contractor.
- 1.8 Indemnification. The Municipality shall be held harmless or indemnified for all costs of cleanup or remedial mandates by State or Federal Agencies to the extent caused by the activities of Contractor.

II. WASTE REGULATIONS AND REQUIREMENTS

- 2.1 Wastes to be collected. Subject to Sections 2.2, 2.3, and 2.4, the Contractor agrees to collect normal household refuse, garbage, and trash from residences within the Village. This includes, but is not limited to, the following items:
- a. Small appliances that are not banned from landfills (toasters, radios, etc.)
 - b. Furniture (3' x 5' or smaller)
 - c. Small auto parts in containers, other than non-alkaline batteries
 - d. Carpet, rolled and sized appropriately for handling by one person
 - e. Christmas trees (weekly collection January 1st – January 31st each year)
- 2.2 Wastes not to be collected. The following items need not be picked up by the Contractor:
- a. Stone, concrete, rubble, earth or sod
 - b. Material in containers or bundles exceeding the limits of Section 2.4
 - c. Construction debris
 - d. Large auto parts (engine blocks, fenders, etc.)
 - c. Tree trunks or stumps
 - d. Branches, tree trimmings, leaves, grass clippings, yard and garden debris, brush
 - e. Large appliances and white goods (refrigerators, freezers, washers, dryers, air conditioners, water heaters, etc.)
 - f. Electronic waste items commonly referred to as ewaste (computers, televisions, monitors, etc)
 - g. Non-Alkaline Batteries
- 2.3 Number of Containers. There shall be a limit on the number of trash containers of no more than five placed at the road for pickup unless a special request is called in to the contractor and special arrangements are made in regards to billing.
- 2.4 Containers. All refuse garbage and trash shall be placed in containers or plastic bags of not more than thirty-two (32) gallon capacities or in bundles not exceeding four (4) feet in length. Containers and bundles shall not exceed sixty (60) pounds in weight. Containers shall have tapered sides for easy content removal. Cardboard type containers are not acceptable. The contractor's employees shall return all containers to the point of pickup in an orderly manner and stack covers neatly at the dwelling side of the containers.
- 2.5 Hazardous waste. The Contractor and the Municipality agree that in no event shall the Contractor's responsibility extend to the acceptance of any hazardous or toxic wastes or substances as defined by any applicable Federal, State, or Local regulation.
- 2.6 Special wastes. Special wastes as defined as: Discarded appliances bulk items, and white goods, yard waste, dirt, concrete and construction debris shall not be required to be picked up under the proposed contract, however, a special pick up of discarded

appliances and other items upon the request of and with direct billing to the property owner shall be an optional service provided by the Contractor. It is understood and agreed that acceptance and disposal of said "special waste" shall be negotiated between the party representing the wastes and the Contractor. The Municipality shall not be a party to any such agreement and shall not bill or collect any monies related thereto.

- 2.7 Bulk Items. Items exceeding four feet in length and sixty (60) pounds in weight described in section 2.4 and 2.6 will be billed direct to the resident at a rate of twenty five dollars per item. This rate will remain the same for the duration of the contract
- 2.8 Change in Service. The Village, upon 180 days notice, may request from the Contractor to change the waste collection system to an automated collection service, whereby the Contract will provide each residential unit a 64-gallon trash cart (default size).

III. RECYCLING

- 3.1 General. In addition to the solid waste disposal services, the Contractor shall provide biweekly collection of recyclable materials as specified in this article.
- 3.2 Residential collection. Recyclable materials shall be collected curbside from all single-family, two-family and three-family dwellings and in accordance with Contractor directions from Multi-family dwellings.
- 3.3 Recycling Carts. For single-family, two-family and three-family units, recyclable materials shall be stored in and collected from 96-gallon carts supplied by the Contractor. For multi-family dwellings, the Contractor shall provide the necessary containers or dumpsters as deemed appropriate by the Contractor, the Building Management, and with Village approval.
- 3.4 No Charge "Recycling Services"
 - a. DPW: 6 yard with one pickup per week
 - b. Library: 2 yard with one pickup per week
 - c. Village Hall: 2 yard with one pickup per week
 - d. Fire Station #1: 2 carts with one pickup per week
 - e. Fire Station #2: 2 yard with one pickup per week
 - f. Police Dept: 2 yard with one pickup per week
 - g. Senior Citizen Center: 2 yard with one pickup per week
- 3.5 Materials. The Contractor for recycling curbside shall collect the following materials:
 - a. Glass; brown, green, and clear
 - b. Bimetal and aluminum cans
 - c. Plastics numbers 1 through 7

- d. Paper, newsprint and magazines
- e. Cardboard (flattened)
- f. Asceptic Containers such as juice cartons
- g. Other materials as may be mandated by State or Federal Agencies

3.6 Additional Recycling Carts. For resident's who request an additional 96 gallon recycling cart through the Village, the Village will be invoiced an additional Two Dollar (\$2.00) flat monthly rate per extra recycling cart. This rate will be at a fixed cost through the contract term.

3.7 Reports of Recyclables Collected. Contractor shall prepare a monthly report detailing the amount of recyclables collected and submit same to the Director of Public Works. The monthly report shall be in a format acceptable to the Director of Public Works and shall include the following non-inclusive items:

- a. Newsprint
- b. Cardboard
- c. Mixed glass
- d. Tin
- e. Aluminum
- f. Plastics (#1 -#7)
- g. Asceptic Containers such as juice cartons
- h. Other materials as may be mandated by State or Federal Agencies

IV. TERM OF CONTRACT

- 4.1 This contract shall commence as of October 1, 2015 and shall continue in force for the period ending September 30, 2020.
- 4.2 The term of this contract may be extended by mutual agreement between the Contractor and the Municipality.

V. COST OF SERVICES

5.1 Monthly Rates for Year One (October 1, 2015 to September 30, 2020)

Weekly trash	\$ 8.14 per unit per month
Biweekly recycle Service	\$ 3.35 per unit per month
Wisconsin State Generator Tax	<u>\$ 0.99 per unit per month</u>
	\$12.48 per unit per month

Contractor and Municipality agree that as of March 1, 2015 there are 5470 trash units, 7785 recycle units, and 5470 Wisconsin Generator Tax units. Each year on October 1st Contractor and Municipality will mutually agree on new unit counts.

5.2 Annual Increases

Rates for the second, third, fourth, and fifth years, will occur on October 1st of each year, and will be as follows:

2016 – \$12.73 per unit per month

2017 – \$12.98 per unit per month

2018 – \$13.24 per unit per month

2019 – \$13.51 per unit per month

5.3 Fuel Surcharge

A fuel adjustment charge will remain a part of the contract. All unit rates quoted for refuse and recycling will be subject to a fuel surcharge. If diesel fuel remains below \$5.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$5.00 per gallon, the following percentages will apply.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$5.00	0 Percent
\$5.00 to \$5.24	2 Percent
\$5.25 to \$5.49	3 Percent
For each additional \$0.25 increment, as shown above, the fuel surcharge will increase by 1 Percent	

For example if fuel were \$5.12 per gallon, the surcharge would be two percent of the rate. The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

5.4 Payment. The Municipality agrees to pay, within thirty (30) days of presentation by the Contractor, the monthly invoice for services provided pursuant to this agreement. The Municipality agrees that in the event an invoice is not paid within thirty (30) days of presentation, the Municipality will pay the Contractor the sum of the original invoice plus a 1% monthly service charge.

5.5 Wisconsin Generator Tax. The Wisconsin State Generator tax rate of \$13.00 per ton on all solid waste disposed of in Wisconsin ("Current Taxes"), is shown in the rates above, (Section 5.1). All rates are firm with the exception of any increases in Current Taxes or

any new fees or taxes imposed on the collection and disposal of the Village's solid waste ("New Taxes"). In the event Current Taxes are increased or New Taxes are imposed, the Village and Waste Management agree to negotiate in good faith an adjustment in all rates such that the increases in Current Taxes and/or New Taxes are passed through to the Village in their entirety.

VI. INSURANCE

- 6.1 Workers Compensation. The Contractor shall, prior to October 1, 2015 provide the Municipality with evidence that it has in effect worker's compensation insurance for all of its employees involved in the performance of this contract. The Contractor shall provide the Municipality with evidence of the renewal and continuation of such insurance annually during the term of this contract.
- 6.2 Liability Insurance. Prior to October 1, 2015 the Contractor shall provide the Municipality with evidence that it has in effect public liability and property damage insurance which will protect the Contractor and any sub-contractor during the performance of work covered by this agreement from claims or damages for personal injury including accidental death as well as claims for property damages which may arise from the performance of this agreement by the Contractor. Such policy or policies of insurance shall have limits of not less than \$1,000,000 for injuries including accidental death to any one person and property damage coverage of not less than \$100,000. The Municipality shall be an additional insured under such policy or policies. The Contractor shall provide the Municipality with evidence of such insurance annually during the term of this agreement.
- 6.3 Motor Vehicle Insurance. Prior to October 1, 2015 the Contractor shall provide the Municipality with evidence that it has in effect motor vehicle liability and property damage insurance with limits of not less than \$500,000/\$1,000,000 for the vehicles to be used in performing this agreement. The Municipality shall be an additional insured under such policy or policies. The Contractor shall provide the Municipality with evidence of such insurance annually during the term of this agreement.

VII. CONTRACTORS DEFAULT

- 7.1 Contract Termination. The Municipality, at its option, may terminate this agreement upon the occurrence of any of the following events:
- a. Any substantial failure to perform any term or condition to be performed by Contractor under the terms of this agreement for more than five (5) days after written notice of such default shall have been given to Contractor by the Municipality;
 - b. Contractor's adjudication as a bankrupt or insolvent;

- c. Assignment for the benefit of Contractor's creditors;
- d. Appointment of a trustee or receiver for Contractor's property, and such receiver or trustee, as the case may be, shall not have been discharged within ten (10) days after such appointment.

7.2 Liquidated Damages. The Municipality shall notify the Contractor of each reported violation of the Agreement. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Municipality within 48 hours after receipt of the complaint, confirming action taken.

Failure to remedy the cause of the complaint shall be considered a breach of the contract for the purposes of computing damages under the provision of this section. It is agreed that the Municipality may deduct from payments due or to become due the contract, the following amounts as liquidated damages (in addition to a deduction of unit prices);

- a. Failure to clean up spilled refuse within 24 business hours of notification \$ 50.00
- b. Failure to collect refuse, after notification by the Municipality \$100.00
- c. In addition to the above, failure or neglect to correct chronic problems will be considered a breach of contract. Chronic complaints shall be construed to be three or more similar instances at the same location within a sixty (60) day period. \$200.00

Liquidated damages shall be determined by the Municipality and deductions made from the payment each month to the Contractor. The Contractor may appeal the findings to the Village Board in writing within ten (10) days after notice.

VIII. FORCE MAJEURE

8.1 In the event the Contractor is delayed in or prevented from performing its obligations hereunder, whether in whole or in part, by reason of or as a result of any force majeure, the Contractor shall be excused from performing such obligations during such force majeure and for up to ten (10) days thereafter. The term force majeure as used herein means acts of public enemies, blockades, wars, insurrections, governmental restraints, whether Federal or State, civil or military, civil disturbances, explosions, labor strikes not involving the Contractor, the inability to obtain necessary materials, including fuel, tires and supplies, and such other causes which are beyond the control of the Contractor.

IX. OTHER PROVISIONS

9.1 Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained

herein and this agreement shall supersede all previous communications, presentations, or agreements, either verbal or written between the parties hereto.

9.2 Assignment. This agreement shall not be assignable.

9.3 Notices. All notices given hereunder shall be in writing and shall be sent by certified mail to the parties at their respective addresses herein given.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed by their duly authorized representatives on the date first written above.

Contractor: Waste Management of Wisconsin, Inc.

By: _____
Chuck Rynda, VP-Assistant Secretary

Municipality: Village of Germantown

By: _____
Dean Wolter, Village President

By: _____
Barbara Goeckner, Village Clerk

CONTRACT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL REFUSE, GARBAGE, TRASH AND RECYCLABLE MATERIALS

This Contract made this ____ day of _____ 2015 by and between Waste Management of Wisconsin, Inc. whose address is W132 N10487 Grant Drive in Germantown (Contractor) and the Village of Germantown (Municipality), a municipal corporation located in Washington County whose address is N112 W17001 Mequon Road.

SCOPE OF SERVICES

I. Solid Waste

- 1.1 General. The Contractor shall perform all necessary services to provide the orderly and weekly collection and disposal of refuse, trash, garbage, and recyclables from residences and Village owned facilities in the Village of Germantown, Wisconsin as specified in this contract. The Contractor shall furnish and provide all necessary labor, material, tools, equipment and transportation services required to accomplish the foregoing.
- 1.2 Residential Collection. For purposes of this contract, residential units from which refuse, garbage, trash, and recyclables shall be collected include single-family, two-family and three-family dwellings. Accordingly, all commercial and industrial facilities are excluded from this agreement as well as multi-family dwellings having four or more units, except that for purposes of this contract and subject to Article VI of this contract, the individual units of Lake Park Homes Condominiums shall be considered residential units from which refuse, garbage and trash shall be collected.
- 1.3 No Charge Trash Services.
 - a. Library: 2 yard with one pickup per week
 - b. Village Hall: 2 yard with one pickup per week
 - c. Alt Bauer Park: 6 yard with one pickup per week
 - d. Dheinsville Park: 6 yard with one pickup per week
 - e. Fire Station #1: 2 yard with one pickup per week
 - f. Fire Station #2: 2 yard with one pickup per week
 - g. Fireman's Park: 6 yard with one pickup per week
 - h. Friendfeld Park: 6 yard with one pickup per week
 - i. Haupt Park: 6 yard with one pickup per week
 - j. Kinderburg Park: 6 yard with one pickup per week
 - k. Village Little League: 6 yard with one pickup per week
 - l. Policed Dept: 2 yard with one pickup per week
 - m. Senior Citizen Center: 2 yard with one pickup per week
 - n. Spassland Park: 6 yard with one pickup per week
 - o. Fire Dept Survive Alive House: 6 yard with one pickup per week
 - p. Wiedenbach Park: 6 yard with one pickup per week
 - q. Recycle Center: 6 Yard with two pickups per week

- r. DPW: 6 yard with pickups once per week
- s. DPW: 30 yard roll off dumpster with two pickups in spring for right of way clean up
- t. Fireman's Park: 30 Yard roll off dumpster, one time pickup over July 4th
- u. Dheinsville Park: 30 yard roll off dumpster, one time pickup over Oktoberfest
- v. Senior Center/ War Memorial: 6 yard dumpster once per week

- 1.4 Trucks and Equipment. Contractor shall provide and shall use covered truck bodies of the packer type for normal day-to-day collection and shall clean up any garbage, trash, refuse or recyclables which drop, leak, or are blown off the trucks or containers while loading the trucks or traveling on the roads and streets of the Community. All containers shall be in good repair, neat in appearance and in conformance with all Federal, State, and Local Codes.
- 1.5 Time and Location of Pickup. Collection shall be on a regularly scheduled basis with each property being served once each week and the same day of the week unless adjustments in the schedule are approved by the Director of Public Works. All pickups shall be between the hours of 7:00 AM and 6:00 PM. All refuse shall be picked up at the driveway entrance within five (5) feet of the curb line or edge of street or road. In case of a weekday holiday or time lost due to weather or other conditions beyond the control of the Contractor, the Contractor may adjust the schedule with a one work day (including Saturday) delay. For purposes of this section, "holiday" means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.6 Routes and Schedules. The Contractor, prior to commencement of this contract, shall furnish to the Municipality a route schedule map which shall show the days of pickup for the various sections within the Municipalities. The Municipality may, upon showing hardship to individual residences or sections within the map, request modifications to the route schedule map provided by the Contractor. The parties agree that in the event there is a dispute over the route scheduling map, they will negotiate in good faith any modifications to the route map, taking into account the interests of both the individual residents and the needs of the Contractor to provide orderly pickup. Prior to making any changes in the routes as agreed to by the Municipality and the Contractor, the Contractor shall prepare route maps indicating changes thereto for approval by the Director of Public Works. In the event changes are agreed upon by the Municipality and the Contractor, the Contractor shall notify each customer who is affected by the change in writing at least one week prior to the change taking effect.
- 1.7 Disposal Sites. All wastes, which are the subject of this contract, shall be disposed of at a location chosen by the Contractor.
- 1.8 Indemnification. The Municipality shall be held harmless or indemnified for all costs of cleanup or remedial mandates by State or Federal Agencies to the extent caused by the activities of Contractor.

II. WASTE REGULATIONS AND REQUIREMENTS

- 2.1 Wastes to be collected. Subject to Sections 2.2, 2.3, and 2.4, the Contractor agrees to collect normal household refuse, garbage, and trash from residences within the Village. This includes, but is not limited to, the following items:
- a. Small appliances that are not banned from landfills (toasters, radios, etc.)
 - b. Furniture (3' x 5' or smaller)
 - c. Small auto parts in containers, other than non-alkaline batteries
 - d. Carpet, rolled and sized appropriately for handling by one person
 - e. Christmas trees (weekly collection January 1st – January 31st each year)

- 2.2 Wastes not to be collected. The following items need not be picked up by the Contractor:
- a. Stone, concrete, rubble, earth or sod
 - b. Material in containers or bundles exceeding the limits of Section 2.4
 - c. Construction debris
 - d. Large auto parts (engine blocks, fenders, etc.)
 - e. Tree trunks or stumps
 - f. Branches, tree trimmings, leaves, grass clippings, yard and garden debris, brush
 - g. Large appliances and white goods (refrigerators, freezers, washers, dryers, air conditioners, water heaters, etc.)
 - h. Electronic waste items commonly referred to as ewaste (computers, televisions, monitors, etc)
 - i. Non-Alkaline Batteries

- 2.3 Containers. Contractor will supply each residential unit with one 64-gallon residential waste cart. Carts are the property of the contractor. Contractor will maintain carts throughout the term of this contract, including repair and replacement of carts due to normal wear and tear. If any carts become lost, stolen, or non useable due to resident abuse the resident will be required to purchase a new cart at a rate of \$65.00 per cart regardless of size.

All residential waste materials, listed above, must be in the proper carts. Items outside of the cart will not be collected by the Contractor during normal curbside collection service. The contractor's employees shall return all containers to the point of pickup in an orderly manner. All carts must be provided by the Contractor. Resident owned carts will not be serviced by the Contractor

The Village agrees to work with the Contractor in regards to creating and supplying educational material and information to the Village's residents.

After the initial delivery of 64-gallon carts to residents is completed, there will be a sixty (60) day trial period for residents, during this time all residents will utilize the 64-gallon residential waste cart. Following the sixty (60) day trial period the Village of Germantown staff will solicit requests from residents seeking to exchange their 64-

gallon cart for a 96-gallon cart. The resident solicitation period will be for 15 days following the above stated trial period.

This cart exchange opportunity will be a one-time event. Following the 15-day solicitation period, no additional cart exchanges will be granted for the remaining term of the contract. The cart will remain the property of the Contractor at all times.

If the Village issues a new residency permit, the Village will be responsible for informing the Contractor of the new permit, providing the address of the residential unit, and the residential unit's chosen cart size. The Contractor will deliver the chosen cart size along with the appropriate educational material to the new residential unit. The new residential unit will be added to the route and to the unit count for billing purposes by the Contractor.

Residents can make a request through the Village for an additional cart, and upon confirmation by the Village, the Contractor will provide and deliver to the residential unit an additional 64-gallon waste cart at no charge. The Village will be billed an additional \$5.00 per month, for each additional cart that is requested and delivered. This fee will be at a fixed rate throughout the expiration of the contract.

- 2.4 Hazardous waste. The Contractor and the Municipality agree that in no event shall the Contractor's responsibility extend to the acceptance of any hazardous or toxic wastes or substances as defined by any applicable Federal, State, or Local regulation.
- 2.5 Special wastes. Special wastes as defined as: Discarded appliances bulk items, and white goods, yard waste, dirt, concrete and construction debris shall not be required to be picked up under the proposed contract, however, a special pick up of discarded appliances and other items upon the request of and with direct billing to the property owner shall be an optional service provided by the Contractor. It is understood and agreed that acceptance and disposal of said "special waste" shall be negotiated between the party representing the wastes and the Contractor. The Municipality shall not be a party to any such agreement and shall not bill or collect any monies related thereto.
- 2.6 Bulk Items. Items exceeding four feet in length and sixty (60) pounds in weight described in section 2.6 will be billed direct to the resident at a rate of twenty five dollars per item. This rate will remain the same for the duration of the contract.
- 2.7 Bulk Items Continued. The Village and the Contractor will schedule, on an annual basis, a one time per year, Bulk Item Drop Off Collection. The Contractor will deliver up to four (4), thirty-yard (30 yard) containers to the Village's Public Works facility. Residents will be able to bring bulk items, as described in Section 2.5, excluding yard waste, tires, and electronics, to the Village Public Works facility and dispose of them in the Contractor provided containers.

The Village will be responsible for staffing of this event. Contractor will collect containers upon completion of this annual event. This annual Bulk Item Drop Off Collection will be at no additional charge to the Village nor its residents.

- 2.8 Landfill Access - Throughout the term of this contract, residents of the Village will be granted access to dispose of bulk items, as described in Section 2.5, at the Contractor owned and operated Orchard Ridge Landfill, located at N96w13503 County Line Rd, Menomonee Falls, WI, during Landfill business hours. Residents will be charged at a rate of \$.025 per pound, and must follow Landfill disposal processes and procedures. Contractor reserves the right to reject any material it deems unfitting or illegal to dispose of at the Landfill per DNR rules and regulations.

III. RECYCLING

- 3.1 General. In addition to the solid waste disposal services, the Contractor shall provide biweekly collection of recyclable materials as specified in this article.
- 3.2 Residential collection. Recyclable materials shall be collected curbside from all single-family, two-family and three-family dwellings and in accordance with Contractor directions from Multi-family dwellings.
- 3.3 Recycling Carts. For single-family, two-family and three-family units, recyclable materials shall be stored in and collected from 96-gallon carts supplied by the Contractor. For multi-family dwellings, the Contractor shall provide the necessary containers or dumpsters as deemed appropriate by the Contractor, the Building Management, and with Village approval.
- 3.4 No Charge "Recycling Services"
- a. DPW: 6 yard with one pickup per week
 - b. Library: 2 yard with one pickup per week
 - c. Village Hall: 2 yard with one pickup per week
 - d. Fire Station #1: 2 carts with one pickup per week
 - e. Fire Station #2: 2 yard with one pickup per week
 - f. Police Dept: 2 yard with one pickup per week
 - g. Senior Citizen Center: 2 yard with one pickup per week
- 3.5 Materials. The Contractor for recycling curbside shall collect the following materials:
- a. Glass; brown, green, and clear
 - b. Bimetal and aluminum cans
 - c. Plastics numbers 1 through 7
 - d. Paper, newsprint and magazines
 - e. Cardboard (flattened)
 - f. Asptic Containers such as juice cartons

g. Other materials as may be mandated by State or Federal Agencies

3.6 Additional Recycling Carts. For resident's who request an additional 96 gallon recycling cart through the Village, the Village will be invoiced an additional Two Dollar (\$2.00) flat monthly rate per extra recycling cart. This rate will be at a fixed cost through the contract term.

3.7 Reports of Recyclables Collected. Contractor shall prepare a monthly report detailing the amount of recyclables collected and submit same to the Director of Public Works. The monthly report shall be in a format acceptable to the Director of Public Works and shall include the following non-inclusive items:

- a. Newsprint
- b. Cardboard
- c. Mixed glass
- d. Tin
- e. Aluminum
- f. Plastics (#1 -#7)
- g. Asceptic Containers such as juice cartons
- h. Other materials as may be mandated by State or Federal Agencies

IV. TERM OF CONTRACT

- 4.1 This contract shall commence as of October 1, 2015 and shall continue in force for the period ending September 30, 2020.
- 4.2 The term of this contract may be extended by mutual agreement between the Contractor and the Municipality.

V. COST OF SERVICES

5.1 Monthly Rates for Year One (October 1, 2015 to September 30, 2020)

Weekly trash	\$ 7.57 per unit per month
Biweekly recycle Service	\$ 3.35 per unit per month
Wisconsin State Generator Tax	<u>\$ 0.99 per unit per month</u>
	\$11.91 per unit per month

Contractor and Municipality agree that as of March 1, 2015 there are 5470 trash units, 7785 recycle units, and 5470 Wisconsin Generator Tax units. Each year on October 1st Contractor and Municipality will mutually agree on new unit counts.

5.2 Annual Increases

Rates increases for the second, third, fourth, and fifth years, will occur on October 1st of each year, and will be as follows:

2016 – \$12.15 per unit per month

2017 – \$12.39 per unit per month

2018 – \$12.64 per unit per month
2019 – \$12.89 per unit per month

5.3 Fuel Surcharge

A fuel adjustment charge will remain a part of the contract. All unit rates quoted for refuse and recycling will be subject to a fuel surcharge. If diesel fuel remains below \$5.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$5.00 per gallon, the following percentages will apply.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$5.00	0 Percent
\$5.00 to \$5.24	2 Percent
\$5.25 to \$5.49	3 Percent
For each additional \$0.25 increment, as shown above, the fuel surcharge will increase by 1 Percent	

For example if fuel were \$5.12 per gallon, the surcharge would be two percent of the rate. The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

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- 7.1 Contract Termination. The Municipality, at its option, may terminate this agreement upon the occurrence of any of the following events:

- a. Any substantial failure to perform any term or condition to be performed by Contractor under the terms of this agreement for more than five (5) days after written notice of such default shall have been given to Contractor by the Municipality;
- b. Contractor's adjudication as a bankrupt or insolvent;
- c. Assignment for the benefit of Contractor's creditors;
- d. Appointment of a trustee or receiver for Contractor's property, and such receiver or trustee, as the case may be, shall not have been discharged within ten (10) days after such appointment.

7.2 Liquidated Damages. The Municipality shall notify the Contractor of each reported violation of the Agreement. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Municipality within 48 hours after receipt of the complaint, confirming action taken.

Failure to remedy the cause of the complaint shall be considered a breach of the contract for the purposes of computing damages under the provision of this section. It is agreed that the Municipality may deduct from payments due or to become due the contract, the following amounts as liquidated damages (in addition to a deduction of unit prices);

- a. Failure to clean up spilled refuse within 24 business hours of notification \$ 50.00
- b. Failure to collect refuse, after notification by the Municipality \$100.00
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Liquidated damages shall be determined by the Municipality and deductions made from the payment each month to the Contractor. The Contractor may appeal the findings to the Village Board in writing within ten (10) days after notice.

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8.1 In the event the Contractor is delayed in or prevented from performing its obligations hereunder, whether in whole or in part, by reason of or as a result of any force majeure, the Contractor shall be excused from performing such obligations during such force majeure and for up to ten (10) days thereafter. The term force majeure as used herein means acts of public enemies, blockades, wars, insurrections, governmental restraints, whether Federal or State, civil or military, civil disturbances, explosions, labor strikes not involving the Contractor, the inability to obtain necessary materials, including fuel, tires and supplies, and such other causes which are beyond the control of the Contractor.

IX. OTHER PROVISIONS

- 9.1 Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, presentations, or agreements, either verbal or written between the parties hereto.
- 9.2 Assignment. This agreement shall not be assignable.
- 9.3 Notices. All notices given hereunder shall be in writing and shall be sent by certified mail to the parties at their respective addresses herein given.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed by their duly authorized representatives on the date first written above.

Contractor: Waste Management of Wisconsin, Inc.

By: _____
Chuck Rynda, VP-Assistant Secretary

Municipality: Village of Germantown

By: _____
Dean Wolter, Village President

By: _____
Barbara Goeckner, Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract – Well #4 (Alt Bauer Park) from Oil Lube to Water Lube

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

This agenda item's project converts the Well #4 pump from oil lubrication to less risky (from a toxicity risk viewpoint) water lubrication, which is used for the Germantown Water Utility's other well stations.

This project was bid Feb. 5-19, 2015 in conformance with Wisconsin State Statutes.

ATTACHMENTS:

Bid tab (1 pg.)

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to award the Well #4 Pump Conversion project to Water Well Solutions (Oconomowoc, WI) for \$81,500.00 to be funded by Acct. #50-180-183-3140.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Village of Germantown, WI
Well #4 Pump Conversion Bid Results

Bid	Bidder	Bond
\$81,500.00	Water Well Solutions (Oconomowoc, WI)	5%
\$87,707.00	CTW (Lannon, WI)	5%
\$88,202.00	Municipal Well & Pump (Waupun, WI)	5%
\$99,475.00	Layne (Pewaukee, WI)	5%

3/3/2015 Public Works & Highway Committee Review
3/16/2015 Village Board Review

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Private Property Inflow/Infiltration Policy Development

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Per the request of Chairperson Kaminski at the February 3, 2015 PWHC, I present for your review a timeline of events surrounding policy development, Ordinance development, investigative projects, and actions taken by this committee, the UAC, and the VB over the past 11 years all pertaining to the topic of Private Property Inflow and Infiltration.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X__

RECOMMENDATION:

COMMITTEE ACTION:

None required. Information only

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Timeline of Private Property Inflow and Infiltration Program

May 2004 – Village and metro area receives 13+ inches of rain over a ten day period. Lift 1 area and Kuhn's subdivision hit especially hard. Bypasses were in place for two weeks manned 24 hours a day.



August 2004 – Village approves LSSES with award going to Ruekert-Mielke with Visu-Sewer working as their sub.

October 2005 – PWHC approves additional inspections to be performed on a T/M basis for laterals that could not be accessed from the street.

December 2006 – Wastewater Superintendent presents comprehensive draft ordinance 13.29(8) to the PWHC changes were made to the document at the meeting and asked that the revisions be brought back at a future date for action.

May 2006 – Findings of the 2004/2005 LSSES presented to the PWHC. No formal action taken.

January 2, 2007 – Ord. 13.29(8) brought forward with changes for consideration to the PWHC. Passed unanimously to forward to the Village Board.

January 15, 2007 – Ord. 13.29(8) presented to VB with adopted changes from the PWHC. VB votes 8-1 to send it to the UAC for review with a 30 day response time.

January 31, 2007 – Ord. 13.29(8) presented to the UAC. Recommendation was to have the PWHC put ordinance on hold.
Recommendation to VB was to not take action on the proposed ordinance.

May 13, 2008 – 13.29(8) Presented again to UAC. Action taken: Village Attorney to review 15.08 and render a decision on if the language is sufficient for enforcement. Wastewater Superintendent to research lateral repair/replacement programs in the mid-west and report back June 10.

August 12, 2008 – June 10 meeting of UAC postponed until this date.
Action taken : Implementation of revisions of Chapter 13 considered closed until further notice. Superintendent presented on lateral repair programs, Action taken: forward to the PWHC two failed recommendations for consideration

September 2, 2008 – PWHC choose not to implement a lateral insurance or loan program

September 1, 2009 – Wastewater superintendent presents MMSD PP I/I program to PWHC. Action taken: include monies in the utility capital budget to enable participation in the MMSD program(required a cost share)

September 21, 2009 – VB authorizes Monies to be included in capital budget for cost share on the MMSD program. No funds shall be expended until a policy is in place

June 2010 - Superintendent asking PWHC for direction on Village portion of the funding. Action taken: Create a policy for PP I/I control with costs assessed back to the property owner.

October 2010 – Wastewater Superintendent requests participation in the MMSD PP I/I program with no cost to the Village. Action taken: Unanimous vote to participate with no cost to the Village.

February 15, 2011 – Staff presents to PWHC on the proposed I/I policy and how it dovetails with MMSD's Program. Proposed Ord. 13.29(8) was resurrected for discussion No action taken but PWHC consensus was to send this item to the UAC for further discussion and policy development

March 3, 2011 – Superintendent presented on the current Village PP I/I policy and work plan template for MMSD program. Action taken: Move forward with work plan with MMSD contractor. Village will repair under option 1 of the MMSD program, Village shall not exceed yearly allocation, Limit program to direct reimbursement no perpetual funding.

March 24, 2011 – UAC discusses Village policy and reviews 13.29(8) Action taken: UAC recommends to PWHC adoption of option 1 with ordinance modifications to be made, if PWHC makes significant changes, UAC requests a review prior to VB recommendation. Further action: no change to the current lateral ordinance at this time, review after one year of participating in the MMSD program

April 5, 2011 - DPW and Wastewater superintendent present UAC recommendation and overview of I/I investigation currently underway. Action taken: postpone action on MMSD PP I/I program until further options are made available along with discussion of Ordinance modifications

April 13, 2011 - Andy Lukas from Brown and Caldwell makes a presentation to the PWHC regarding the MMSD PP I/I program and gave comparisons from around the country on various programs. Staff directed to come up calculations based on cost share and interest rates for a 10 year loan. No formal action taken.

May 10, 2011 – Wastewater Superintendent presented a spread sheet with various funding options. Action taken: Positive recommendation to the VB for a 30% utility contribution with the balance payable for 10 years at 4% interest up to the annual allocation amount not to exceed future years total allocation. PWHC rejects the UAC recommendation. Additional action: Forward on to the VB a positive recommendation to transfer SWBMP monies in the amount of \$255,838 from MMSD to the PP I/I program.

May 16, 2011 – VB approves SWBMP monies transfer into PP I/I (consent agenda) VB approves cost share program of 30% utility, 10year loan at 4% A.P.R.

September 6, 2011 – PWHC approve 13.29(8) and forward to VB with a positive recommendation

September 2011 – Wastewater superintendent presents 13.29(8) to VB for action. Action taken: sent back to PWHC for further discussion

November 2011 - Results of the April I/I study presented to PWHC. Lots of discussion Action taken: none

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Development of a Private Property Infiltration & Inflow Policy

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Recall the following from last month's presentation by Jerome Fogel of MMSD:

- MMSD initiated the PPI/I program in Year 2010;
- The MMSD PPI/I program is a reimbursement program;
- MMSD has allocated **\$885,615** for Germantown to date;
- MMSD projects that **\$1.5 million** will be allocated to Germantown between Years 2010 to 2020;
- Germantown has only used \$65,599 to date; and
- Germantown has an \$820,016 available balance to date.

In order to draw on the Village's balance, the Village must finish developing and adopt a PPI/I policy.

The first step is to review, edit (if needed), and adopt a final version of the attached lateral inspection ordinance developed by Village staff and the Committee over the past several years.

According to MMSD's web page, the following municipalities have developed a PPI/I policy:

- Village of Bayside;
- City of Brookfield;
- Village of Fox Point;
- City of Greenfield;
- City of Muskego; and
- City of West Allis (adoption pending).

Several of these municipalities place investigation, contracting, repair, and payment burdens upon individual private property owners. The property owners then apply for reimbursement from the municipalities, and the municipalities then apply for an aggregated reimbursement from the MMSD.

However, a different approach that would be much less burdensome to individual private property owners and that would realize economies-of-scale would be to manage the program as annual projects (much like the annual road projects), hopefully beginning with a Year 2016 cluster of properties. The attached Gantt chart presents a sample complete Year 2016 project cycle and the beginning of a Year 2017 project cycle, presuming the policy is completed and adopted no later than June, 2015.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

ATTACHMENTS:

1. Ordinance Repealing and Recreating Subsection 13.29(8) of the Germantown Code of Ordinances Relating to the Regulation of Private Sanitary Sewer Laterals
2. Gantt chart

STAFF RECOMMENDATION TO COMMITTEE:

1. Via motion, edit ordinance with Committee-member desired edits;
2. Via motion, direct staff to return the edited ordinance to the Committee at the next meeting for action and possible forwarding to the Village Board for action; and
3. Via motion, direct staff to develop a policy approach that manages the PPI/I program similar in nature to the annual road projects (i.e., not placing administrative and technical burden on individual property owners) and bring the draft to the Committee at the next meeting for review.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

VILLAGE OF GERMANTOWN

ORDINANCE NO. _____

ORDINANCE REPEALING AND RECREATING SUBSECTION 13.29 (8)
OF THE GERMANTOWN CODE OF ORDINANCES RELATING TO THE REGULATION
OF PRIVATE SANITARY SEWER LATERALS

THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN, WASHINGTON
COUNTY, STATE OF WISCONSIN, DOES ORDAIN AS FOLLOWS:

SECTION I:

Subsection 13.29 (8) of the Germantown Code of Ordinances is hereby repealed and
recreated in the following form.

SECTION II:

All ordinances or parts of ordinances contravening the terms of this ordinance are
hereby to that extent repealed.

SECTION III:

This ordinance shall take effect and be in full force upon its passage and the day after
publication.

Introduced by Trustee: _____

Adopted: _____ Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

Approved as to legality:

ATTEST:

Brian C. Sajdak, Village Attorney

Barbara K.D. Goeckner,
Village Clerk

Repeal and Recreation of Chapter 13.29(8) "LATERALS"

13.29 (8) PRIVATE SANITARY SEWER LATERAL CONNECTIONS

(a) Definitions

The following definitions apply to this subsection and augment definitions found in the Uniform plumbing Code:

Commercial Building – shall mean any building in a commercially zoned area of the village, which is in use as a commercial occupancy, or which would be entitled to a commercial occupancy permit.

Cleanout – Shall mean a segment of pipe connected to a sewer lateral rising vertically to the surface. Cleanout shall also provide access to the lateral for the purpose of routine flushing and rodding to free plugs or remove blockages.

Maintenance – shall mean routine flushing or rodding to maintain a free flowing condition.

Private Sewer System – shall mean a sewer or system of sewers which is not owned by the Village, and which serves more than one building.

Rehabilitation – shall mean to restore to a like new condition utilizing technologies and methods approved by the Village Engineer.

Repair – shall mean the physical exposure of a section of pipe and or appurtenances and for the purpose of resuming proper operating condition.

Replacement – shall mean removal and replacement of existing pipe and/or appurtenances.

Sanitary Sewer – shall mean a pipe or conduit which carries sanitary sewage and to which stormwater and ground waters are not permitted.

Sanitary sewer overflow (SSO) is a condition whereby untreated sewage is discharged into the environment prior to reaching treatment facilities thereby escaping wastewater treatment. Also referred to as a sewage spill.

Sewage – shall mean all water or combination of liquid and water-carried solid, bio-solids, or semi-solid wastes conducted away from any dwellings, residences, business buildings, institutions, unit, firm, association, organization, public corporation, political subdivision (including the Village of Germantown), county, or district; or the State of Wisconsin; or the United States of America, or any department or agency thereof and other

sources, which is known as domestic sewage, together with liquid or water-carried solid or semi-solid wastes resulting from a manufacturing process employed in industrial establishments, including the washing, cleaning, or drain water from such process, which is known as industrial waste.

Sewer Facilities – shall mean and include the sanitary and storm sewage collection system owned and operated by the Village, all appurtenances thereto, and all portions thereof.

Sewer Lateral or Lateral – shall mean a sewer pipe that conveys sewage from plumbing of a building or structure to a Village maintained sewer main, also referred to as a “building sewer” in the Uniform Plumbing Code.

Sewer or Sewer Main – when used herein means any Village-owned sewer pipe within a Village street or public right-of-way receiving or intended to receive the discharges of more than one sewer lateral. No sewer main constructed henceforth shall be less than eight inches in diameter nor be laid or constructed in any Village street, easement, or right-of-way, under the control of the Village, except to the lines, grades and specifications approved by the Village Engineer.

Storm Sewer or Storm Drain – shall mean a pipe or conduit which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

Subdivider – shall mean a person, firm, corporation, partnership, or association which causes land to be divided into a subdivision for person, firm, corporation, partnership, or association, or for others.

User – shall mean and include any dwelling, unit, firm, association, organization, public corporation, political subdivision including the Village of Germantown), county, district, the State of Wisconsin, or the United States of America, or any department or agency thereof.

Village Authorized Representative – shall mean the Director of Public Works or a Village employee designated by the Director of Public Works to sign certificates of inspection for the purpose of lateral inspections.

Village's Fee and Rate Schedule – the most recently adopted schedule of all Village service, penalty, interest, permit fees, and hourly equipment and personnel rates.

Village of Germantown – for the purpose of this code chapter shall include the Germantown Wastewater Utility.

(b) Property Owner's Responsibility for Lateral Repairs and Maintenance

- (1) Property owners shall inspect, and provide to the Village a report of the results of an inspection of, the laterals on their property prepared by a licensed plumber or contractor using closed circuit television (CCTV) inspection, and if found defective, repair the lateral, as follows:
 - (A) When building a new structure on property with an existing lateral, or when otherwise proposing to connect a previously unconnected structure to an existing lateral;
 - (B) Prior to the closing when the property is transferred via sale or other transfer of ownership by deed, instrument or writing; as further provided in Section 13.29(8)(d)(1)(2) below.
 - (C) Whenever the Village finds that a sewage overflow emanating from a lateral has reached public property, including but not limited to a city street or the city storm drain system, or has flowed onto private property owned by another property owner;
 - (D) Whenever the Village finds that a sewage overflow emanating from a lateral presents a threat to public health, even if it has not flowed across a property line.
 - (E) As part of its periodic construction and maintenance of sewer mains, the Village may discover defective laterals. The Village may order the property owner to conduct an inspection, repair or replacement of any lateral that the Village knows or reasonably suspects to be defective.
- (2) The lateral shall be considered defective if it has any of the following conditions: displaced or off-set joints, root intrusion, mineral encrustation, substantial deterioration of the lines, damaged clean-out, defective clean-out, inflow, infiltration of extraneous water, exfiltration of wastes, illegal surface or ground water connections, or other conditions likely to substantially increase the chance for a lateral blockage, or if, within a period of one year, a lateral suffers two or more blockages resulting in overflows.
 - (A) Whenever defective laterals are found, the property owner, at the sole expense of the property owner, shall repair or replace the lateral. The Village authorized representative shall determine the extent of repair required, and more limited repair than complete replacement of the lateral may be permitted at the sole discretion of the Village Public Works and Highways Committee. The following requirements shall be met:

- (i) A replaced or repaired lateral shall not be covered or backfilled until it has been inspected by a representative of the Village.
 - (ii) All new and repaired laterals must pass a visual inspection as specified by the Village.
 - (iii) All repaired or replaced laterals shall be brought into compliance with the requirements of Section 13.29(8).
 - (iv) In the absence of a specific deadline, all inspection work shall be completed within sixty days of notification by the Village that such inspection is required.
- (B) When a lateral is completely replaced, the property owner is not required to inspect the lateral upon sale of the property for a period of ten years following the date of complete replacement of the lateral.
- (C) When roots, grease, or other material which have accumulated in a lateral is cleaned or maintained, it shall be prevented from entering the sewer main during the maintenance or repair of the lateral. In the event that material is permitted to enter the main causing or contributing to the cause of a sewage overflow, the same shall be a violation of this ordinance, and the property owner and/or contractor performing such maintenance work, in addition to any civil penalties imposed, shall be held civilly liable to the Village for any fines or other expenses incurred by the Village resulting from the overflow.

(c) Right of Entry

The Director of Public Work's designee, may enter, inspect, collect wastewater samples, and test any buildings, structures, or premises to secure compliance or prevent a violation of any portion of this chapter. The Director of Public Works, or said Director of Public Work's designee, shall also be authorized to review repair/maintenance records. Refusal of entry or failure to comply with requests for information shall be deemed a nuisance and is a violation of this ordinance. Such refusal or reasonably suspected non-compliance which threatens or potentially threatens public health or safety shall constitute an appropriate and adequate basis for the Village to seek a special inspection warrant.

(d) Change of Ownership

- (1) Any person, firm or corporation proposing to effect the change in ownership of any single family, duplex, apartment, condominium, commercial or industrial building serviced by a sanitary sewer shall not do so until such time as certificates of compliance have first been obtained from the Village Inspection Department and Department of Public Works, as provided below. Changing ownership or accepting change of ownership without such certificate of compliance shall constitute a violation of the Germantown Village Code and shall be subject to the penalties set forth in this Code, and to mandatory injunction.

- (2) *Exemption:*

This section shall not apply to a *pro forma* change of ownership without change in beneficial ownership, such as conveyance to a trust, or between spouses, or pursuant to a decree of divorce or partition unless the conveyance is made to a third party.

(e) Inspections Required

- (1) Upon request submitted in writing to the plumbing inspector by the owner or agent for the owner, an inspection shall be conducted by the plumbing inspector, of the premises to ensure compliance with the provisions of article 15.08, plumbing code and MMSD Chapter 3 relating to illegal surface or ground water connections into the sanitary sewer system. Such inspection shall occur on or before the sale or transfer of title of any such dwelling.
- (2) The owner shall additionally cause to be conducted a closed circuit television (CCTV) inspection of any sanitary sewer lateral serving the property greater than ten (10) years old or for which a certificate of compliance has not been issued. The CCTV inspection shall be performed by a contractor who shall be selected from a list pre-designated as approved by the Village.
 - (A) The contractor shall televise the sanitary sewer lateral from the vent pipe or stack clean out to the main line connection point. In the case of a shared lateral, only that portion of the shared lateral downstream of the subject dwelling or structure needs to be televised.
 - (B) A copy of the televised inspection shall be certified as a true and accurate televised recording of the property lateral and provided to the Public Works Department by the contractor within 48 hours of the completion of the inspection.
 - (C) The sewer lateral shall be certified by the contractor as well as the Public Works Department as being free from

infiltration and other defects as provided in 13.29(8)(b.)(2) above, the plumbing inspector shall issue a certificate of compliance of the lateral.

- (D) If the sewer lateral shall not be so certified, then the owner shall cause the lateral to be repaired or replaced so that it is restored to a condition of being free from infiltration and other defects, and certified as such. Upon such repair/replacement and certification, the plumbing inspector shall issue a certificate of compliance of the lateral.

(f) Certificate of Compliance Required

- (1) A certificate of compliance shall be issued by the plumbing inspector if the building is found to be in compliance with the provisions of the plumbing code and of this section.
- (2) If non-compliance is found, the plumbing inspector shall prepare work order listing the items required to be brought into compliance with the plumbing code, and the Village Engineer shall prepare a work order which shall reasonably apprise the owner of the defects and work necessary to bring the sewer lateral into compliance, before a certificate of compliance may be issued.
- (3) The owner shall be given 30 days to comply with work order, which period may be extended at the reasonable discretion of the building inspector or the Village engineer. A subsequent inspection shall be made within 30 days of the issuance of the notice of noncompliance and work order or extension thereof, to determine if the building and/or the lateral is in compliance. If the state of noncompliance still exists, no new occupancies of the building shall be permitted, unless a transferee shall expressly agree in writing assume the obligation to comply with any outstanding work order, shall agree to a date certain by which such compliance shall be achieved, and shall provide such security in the form of a cash deposit to guarantee performance as shall be approved by the building inspector or Village Engineer, in which case a conditional occupancy permit may be provided. Any person, firm, or corporation who occupies or causes to occupy any building without first obtaining a certificate of compliance or a conditional occupancy permit shall be subject to the penalties of this code.

(g) Permit Fees

The request for a certificate of compliance shall be accompanied by a fee in the amount established from time to time by the board.

(h) Re-inspection

In the event a request for a certificate of compliance is made within (10) ten years of the issuance of a previous certificate of compliance, a re-inspection of the premises will not be required.

(i) Penalties

(1) The Village shall have the authority to recover from a property owner the Village's expenses incurred in responding to sewer overflows on private property. In addition to any actual expenses incurred by the Village resulting from an overflow, a property owner who fails to perform any act required in this section, which failure results in an overflow reaching public or private property other than the property owner's property, shall be subject to citation and a civil penalty according to the following schedule:

- (A) Up to \$250.00, plus court costs and assessments for the first violation.
- (B) Up to \$500.00, plus court costs and assessments for a second violation occurring within three years after the first violation.
- (C) Up to \$1,250.00, plus court costs and assessments for each additional violation exceeding two violations within a three-year period.

(b) The Village Administrator shall have the authority to establish, waive, suspend or otherwise modify any civil administrative penalty imposed by this section that exceeds the direct costs of the Village upon a showing by the property owner of severe financial hardship, or upon a showing that the property owner has satisfactorily repaired the lateral to a degree sufficient to ensure avoidance of further violations.

(j) Appeal

Any present or proposed owner of a building feeling aggrieved by the issuance of a notice of noncompliance may appeal to the board of appeals by following the procedure as outlined in the zoning code.

(k) No Warranty

A certificate of compliance indicates that so far as can be reasonably determined by a visual inspection of the premises and review of village records, the premises meet the requirements of this article. Neither the

Village nor the plumbing inspector assume any liability in the inspection or issuance of a certificate of compliance, and the issuance of a certificate of compliance does not guarantee or warrant as to the condition of the premises inspected.

Village of Germantown PPI/I Gantt Chart Schedule

ACTIVITY	START	END	Mar '15	Apr '15	Jun '15	Jul '15	Aug '15	Sep '15	Oct '15	Nov '15	Dec '15	Jan '16	Feb '16	Mar '16	Apr '16	May '16	Jun '16	Jul '16	Aug '16	Sep '16	Oct '16	Nov '16	Dec '16
Develop PPI/I Policy	Mar '15	Jun '15																					
Select 2016 Project Limits	Jul '15	Jul '15																					
Budget 2016 Project	Aug '15	Oct '15																					
Prepare 2016 Work Plan	Nov '15	Nov '15																					
Notify Homeowners	Nov '15	Nov '15																					
Prepare 2016 Bid Documents	Dec '15	Dec '15																					
Bid Project	Jan '16	Jan '16																					
Award Contract	Feb '16	Feb '16																					
Execute Project	Mar '16	Aug '16																					
Prepare Final Report	Sep '16	Sep '16																					
Receive MMSD Reimbursement	Nov '16	Nov '16																					
Select 2017 Project Limits	Jul '16	Jul '16																					
Budget 2017 Project	Aug. '16	Oct '16																					
Prepare 2017 Work Plan	Nov '16	Nov '16																					
Notify Homeowners	Nov '16	Nov '16																					
Prepare 2017 Bid Documents	Dec '16	Dec '16																					

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract – Cured-in-Place-Pipe Lining

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

On Feb. 5, 2013, the Committee authorized an initial phase of this project intended to protect the rapidly degrading interceptor sewer walls from acidic attack and imminent structural failure. Also recall that the successful bidder Visu-Sewer presented a project update to the Committee during its Oct. 1, 2013 meeting.

This agenda item includes the second phase of this project also intended to protect the rapidly degrading interceptor sewer walls from acidic attack and imminent structural failure. Much of this project is situated in the Village's 2016 Donges Bay Rd. construction zone and the Wisconsin DOT's 2016 Fond du Lac Ave. -- Donges Bay Rd. roundabout intersection construction zone, which logically compels completion before these projects startup.

This year's project was bid Feb. 5-19, 2015 in conformance with Wisconsin State Statutes.

The Wastewater Utility Superintendent would like the Committee and the Board to award the contract for the full \$2,051,000 amount budgeted because of the favorable pricing received.

ATTACHMENTS:

1. Bid tab (1 pg.)
2. Spreadsheet detailing work scope (1 pg.)
3. Maps detailing work location (3 pgs.)

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to award the 2015 Interceptor Sewer Cured-in-Place-Pipe Lining project to Visu-Sewer (Pewaukee, WI) for the budgeted \$2,051,000 amount to be funded by Acct. #60-180-183-3140.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Village of Germantown, WI
2015 Interceptor Sewer Cured-in-Place-Pipe Lining Bid Results

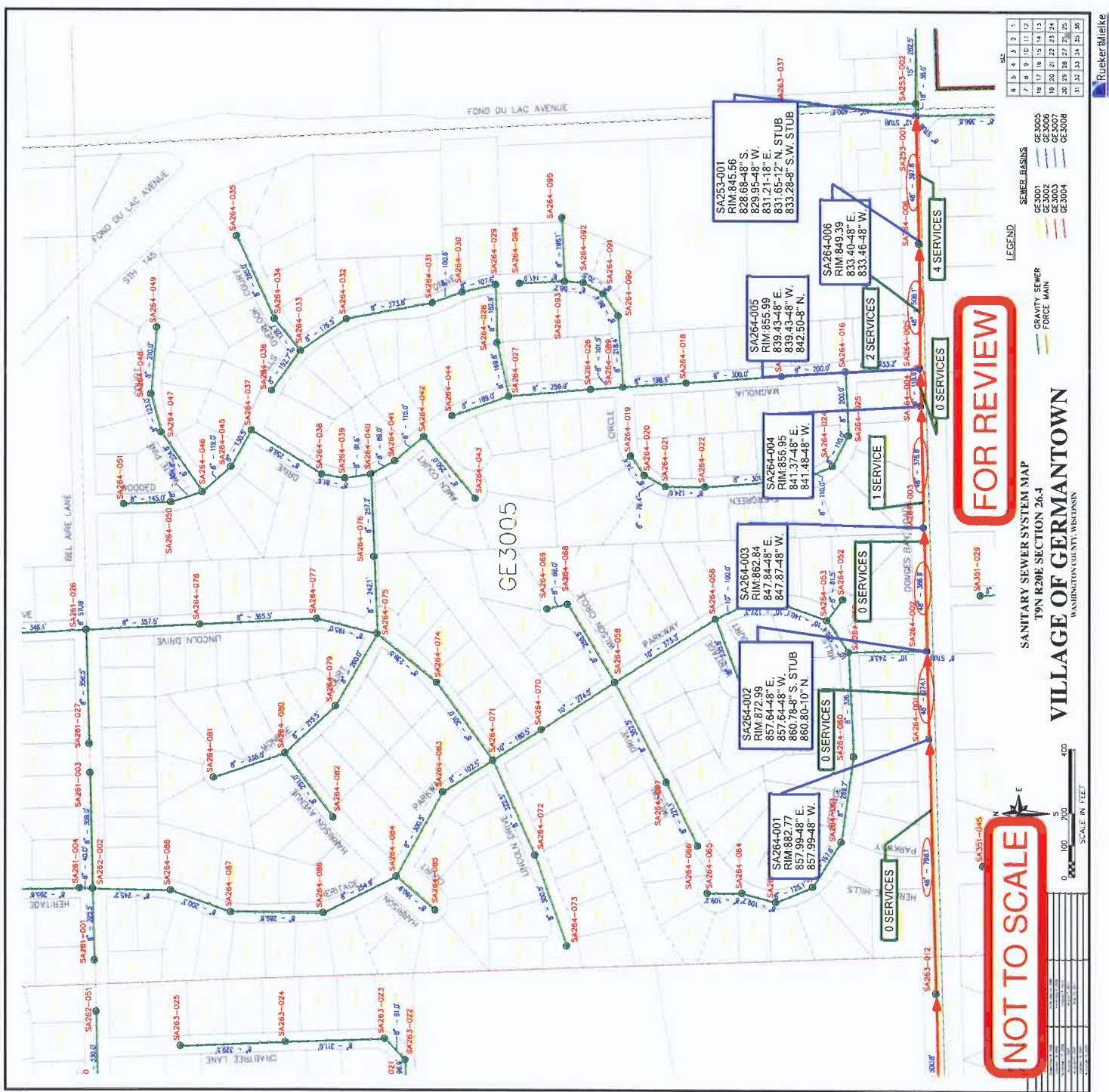
Bid	Bidder	Bond
\$1,737,871.00	Visu-Sewer (Pewaukee, WI)	5%
\$2,172,822.00	Michaels (Brownsville, WI)	5%
\$2,254,234.00	SAK (O'Fallon, MO)	5%
\$3,243,024.00	Ric-Man (Sterling Heights, MI)	5%
\$3,696,124.00	Lametti & Sons (Hugo, MN)	5%

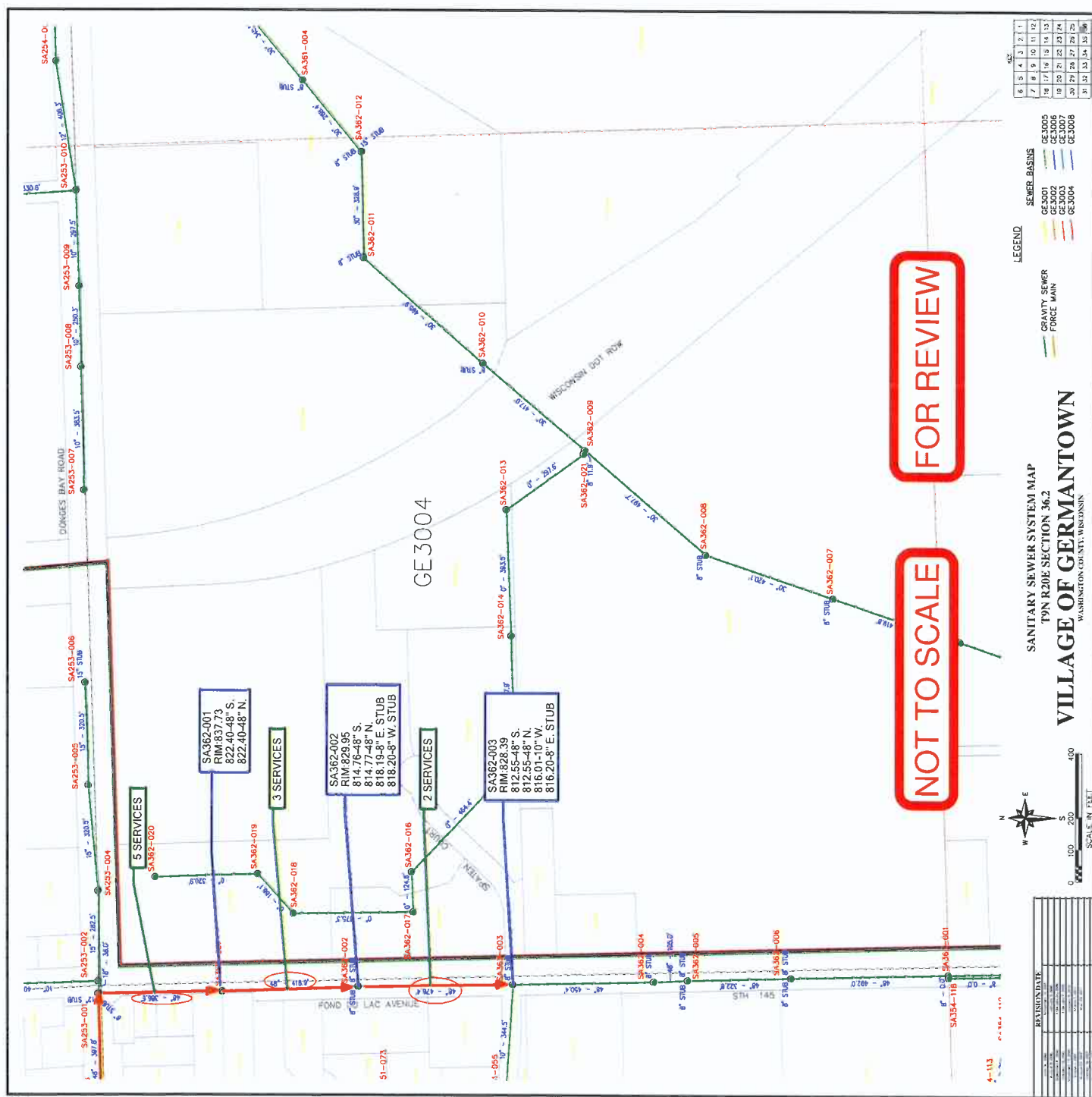
3/3/2015 Public Works & Highway Committee Review

3/16/2015 Village Board Review

2015 Interceptor Sewer Cured-in-Place-Pipe Lining, Project #1501

Line Segment	Length (l.f.)	No. of Laterals	Condition	Location	Manholes for Rehabilitation	Vertical Feet	Strong Seal	Epoxy
SA263-002_SA263-005	804	0	Mild H2S corrosion	275' East of Pilgrim Road on Donges Bay	SA264-004	14	X	X
SA263-005_SA263-007	443	0	Medium H2S Corrosion	Donges Bay	SA264-005	15	X	X
SA263-007_SA263-010	242	0	Medium H2S Corrosion	Donges Bay	SA264-006	14	X	X
SA263-010_SA263-011	263	0	Medium H2S Corrosion	Donges Bay at Preserve Pkwy.	SA253-001	16	X	X
SA263-011_SA263-012	497	0	Medium H2S Corrosion	Donges Bay	SA362-001	13	X	X
SA263-012_SA264-001	798	0	Medium H2S Corrosion	Donges Bay	SA362-002	13	X	X
SA264-001_SA264-002	272	0	Medium H2S Corrosion	Donges Bay	SA362-003	14	X	X
SA264-002_SA264-003	387	0	Severe H2S Corrosion	Donges Bay	TOTAL	99		
SA264-003_SA264-004	377	1	Severe H2S Corrosion	Donges Bay				
SA264-004_SA264-005	119	0	Severe H2S Corrosion	Donges Bay				
SA264-005_SA264-006	388	2	Severe H2S Corrosion	Donges Bay at Magnolia Drive				
SA264-006_SA253-001	395	4	Severe H2S Corrosion	Donges Bay				
SA253-001_SA362-001	386	5	Severe H2S Corrosion	Donges Bay at Fond du Lac Ave.				
SA362-001_SA362-002	419	3	Severe H2S Corrosion	Fond du Lac Ave.				
SA362-002_SA362-003	476	2	Severe H2S Corrosion	Fond du Lac Ave.				
TOTALS	6266	17						





**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Purchase – Wet Well Grating Main Street and Old Farm Wet Wells

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am presenting for your consideration proposals to replace the grating in the wet wells for Main Street and Old Farm Lifts. The existing aluminum grating has deteriorated to the point that in places it is no longer strong enough to support pedestrian traffic causing safety concerns for employees that need to access these areas to perform their job duties. I am proposing to replace the aluminum with pultruded vinyl ester (reinforced fiberglass). This material is impervious to the gas and acid attack found in this environment. Prices are as follows:

Grunau Metals -	\$16,750
McNichols -	\$15,190
Fiber Grate -	\$16,025
SeaSafe -	\$16,000
Strongwell -	\$15,284.24

Prices shown include freight and hardware for installation.

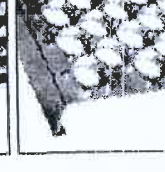
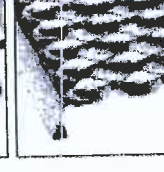
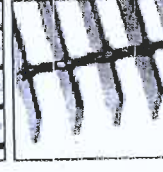
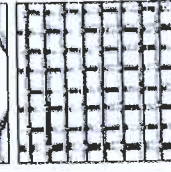
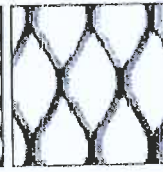
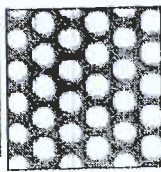
ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

It is my recommendation to approve the purchase of the grating as specified on the attached quotation from McNichols Corporation for the amount not to exceed **\$15,190.00** and to forward this recommendation on to the Village Board with a positive recommendation. Monies for this project were included in the 2015 Wastewater Utility Budget 60-180-182-3210 for the amount of \$20,000.00.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



McNICHOLS CO.

Fax:

February 20, 2015

Mr. Tim Zimmerman

Village of Germantown

N122 W17177 Fond Du Lac Ave.

Germantown, WI. 53022

Thank you very much for your inquiry. We are pleased to quote you on the following requirements:

MCNICHOLS QUALITY SAFETY GRATING

Fiberglass Grating Pultruded Vinylester Resin T1720 2" tall with 6" cross bar centers, gray in color with gritted surface to the following sizes:

8 PCS @ 36" wide x 73-1/2" span
2 PC @ 43.2" wide x 73-1/2" span
1 PC @ 36" wide x 33-3/4" span
1 PC @ 24" wide x 33-3/4" span
4 PCS @ 36" wide x 55" span
1 PC @ 43.2" wide x 55" span
2 PCS @ 36" wide x 33-3/4" span
1 PC @ 33.6" wide x 40" span
1 PC @ 30" wide x 40" span
4 PCS @ 36" wide x 49-1/2" span
1 PC @ 43.2" wide x 49-1/2" span
2 PCS @ 36" wide x 39-1/2" span
12 PCS @ 36" wide x 59-1/4" span
6 PCS @ 37.2" wide x 59-1/4" span
669 Net sqft of grating
Max span = 73" wide 1/4" deflection

Price ----- \$14,620.00 LOT

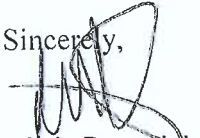
Insert Clips for above grating I5000 style Stainless 316 (**Clip only**).

Price ----- 190 PCS @ \$3.00 ea.

Prices are FOB Delivered to Germantown, WI.
Delivery would be approx. 3-4 weeks ARO.

We appreciate the opportunity to quote on your requirements and look forward to the pleasure of serving you. If you should have any further questions or requirements, please don't hesitate to call me @ (414)467-5293.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Wade Repavich', written over a horizontal line.

Wade Repavich
Field Sales Manager

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3rd, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Patrol Truck

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the pricing obtained for the purchase of a new Single Axle Patrol Truck. Staff solicited pricing from regional dealerships selling Western Star. The result of the pricing is as follows:

Truck Country	\$178,816.88
Boyer Ford (Lauderdale MN)	\$182,314.88
V & H Inc. (Marshfield WI)	Refused to bid for territorial concerns

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing a new Western Star Patrol Truck from Truck Country for an amount not to exceed \$178,816. If approved, AND once 2015 borrowing has occurred funds for the purchase shall come from Highway Capital Account 40-542-570-8520.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Paint Striper

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the pricing for the purchase of a new paint striper. Staff solicited pricing from 3 area dealers and the results are as follows:

Hallman Lindsay	PowrLiner 6950	\$7,605.71
Sherwin Industries	Graco Line Lazer IV	\$7,702.00
Neu's Building Center	Graco Line Lazer IV	\$7,889.98

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing a PowrLiner 6950 from Hallman Lindsay at a cost not to exceed \$7,605.71. Funds shall be allocated from Highway Account 10-542-570-8100.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Loader Tires

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

As part of the 2015 budget staff included \$10,000 for new loader tires. The old tires were 10 years old and past their service life. Here is a breakdown of the quotes:

Tredroc	\$7,460
Pomps	\$9,496
Michelin	\$11,756

****Prices reflect credit for old tires****

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing four new 20.5X25 loader tires from Tredroc for \$7,460. Funds shall be allocated from Highway account 10-542-570-8100.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Contract-Repair Wolf Haus

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes for the repair of the Wolf Haus. This exterior structural repair consists of the removal and replacement of a 10"X10"X 19' skirt beam. The contractor will provide all labor and materials for this project. The contractor has included a 1 year labor warranty.

JM Remodeling & Construction LLC	\$20,650
B&E General Contractors	\$25,932.50
M.J. May Building Restoration	met with but did not bid

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x _____

RECOMMENDATION:

Staff recommends contracting with JM Remodeling to perform the repair. This is slightly over the \$20,000 budgeted for this project. The overall major repairs budget for buildings is \$81,000. It is safe to assume that the overall budget will be at or below the total 2015 budget allocation. If approved funds shall be taken from 10-519-570-8425.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



REVISED

AGREEMENT made this 11th day of December 2013, between **JM REMODELING & CONSTRUCTION, LLC**, hereinafter referred to as "**CONTRACTOR**", and Village of Germantown, hereinafter referred to as "**OWNER**" at:
N122 W17177 Fond Du Lac Ave. P.O. Box 337 Germantown, WI 53022-0337
Contact: Dan Kivela Work: (262) 253-7777 Cell: (262) 224-7485
Email: dkivela@village.germantown.wi.us

WITNESSETH:

CONTRACTOR agrees to furnish all material and perform all labor according to the following **SPECIFICATIONS** for the premises known and described as:

Dheinsville Historical Park
N128 W18780 Holy Hill Rd.

City of Germantown

State of WI

Zip 53022

In accordance with the following specifications:

Historical renovation, structural reinforcement / replacement and exterior carpentry:

Installation of (1) new trim board; directly above south side storm door:

1. Remove existing trim board.
2. Install new pre-painted, pre-primed trim board where removed (approximately 3' in length). *Style and detail to match existing as close as possible.

Exterior structural repair; south side (where stone and concrete foundation meets 10" x 10" x 19' skirt beam):

1. Temporarily brace structure.
2. Remove existing skirt beam.
1. Install new pre-primed and pre-painted 10" x 10" x 19' skirt beam where removed. *Wood species to be Doug fir rough cut. *Color to match existing as close as possible.
2. Remove temporary brace.

Installation of new stucco where needed:

1. Install new stucco where needed. *Finish of stucco to match existing as close as possible.
2. Paint new stucco installed. *Color of paint to match existing as close as possible.

Interior repair; basement / south side (beneath skirt beam replaced):

1. Tie previously poured wall section into existing stone foundation.
2. Remove loose debris.
3. Rebar and mortar (pour concrete) to reestablish inner wall plane.

1-year labor warranty

JM Remodeling to supply all permits, material and labor.

JM Remodeling to remove job related debris.

*Note: Customer to supply paint color choices prior to start date.

*Note: Stone and mortar foundation beneath beam being replaced visually appears in good condition. *There will be an additional cost to tuck point and / or repair stone and mortar foundation; if needed. *Cost to be determined.

***It is the owner's responsibility to have all areas cleared before start date to include; all knickknacks, pictures and furniture.**

Estimated Date of Commencement: To be agreed upon.

Estimated Date of Completion: 4 to 7 working days from start-weather permitting.

OWNER agrees to pay to **CONTRACTOR** for materials and labor the sum of Twenty thousand six hundred fifty dollars (\$20,650.00) as follows: Eight thousand one hundred fifty dollars (\$8,150.00) on date of this Contract, Five thousand seven hundred fifty dollars (\$5,750.00) first partial payment, Five thousand seven hundred fifty dollars (\$5,750.00) second partial payment and One thousand dollars (\$1,000.00) on completion of Work.

This price is only guaranteed for 30 days from the date of this contract.

* WAIVE *

Option #1 – Installation of (3) new windows; (2) south side / lower level and (1) east side / lower level:

1. Remove existing windows.
2. Install new Weather Shield pre-painted, wood, full screen, double hung tilt replacement windows where removed. *Color of new windows to match existing as close as possible. *Glass type to be insulated Low-E 240 with gas inert. *Lite configuration to be wood grille with 5/8 bar width.

Estimated Date of Commencement: To be agreed upon.

Estimated Date of Completion: 1 to 2 working days from start-weather permitting.

OWNER agrees to pay to **CONTRACTOR** for materials and labor the sum of One thousand eight hundred fifty dollars (\$1,850.00) as follows: Nine hundred twenty five dollars (\$925.00) on date of this Contract and Nine hundred twenty five dollars (\$925.00) on completion of Work.

OWNER hereby certifies that he has read this agreement, that the terms and conditions have been explained to him and that he fully understands them; that there is no understanding between parties, verbal or otherwise, other than those contained in this agreement; and that no statements, promises, commitments or representations not contained in this agreement have been made by **CONTRACTOR** or any of its agents to induce **OWNER** to execute this agreement.

OWNER further agrees that **CONTRACTOR** is not responsible or bound by any representations not contained in this agreement. **OWNER** acknowledges receipt of two (2) copies of the Notice of Right to Cancel and a copy of this agreement.

READ CAREFULLY BEFORE SIGNING.

DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.

You are entitled to an exact copy of any agreement you sign.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

JM REMODELING & CONSTRUCTION, LLC

OWNER

OWNER

DATE

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to shift funding- PD Annex

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting authorization to use money to build a wall in the Police Dept. Annex. Generally speaking the PD Annex has approximately 5 designated offices, a training room, and a large conference room. The east section of the building is mainly separated by dividers creating offices and common space. The canine officer, community officer and detectives are assigned these areas. The dividers do not block sound very well and do not provide ample "privacy" for the sensitive nature of some police work. Building staff worked together with the police department to come up with a plan that will better suit their needs. Together we are requesting to use some of the monies budgeted for carpet replacement for the construction of a new 70' long 9' tall wall with door. Here is a breakdown of how we would like to utilize the money.

Construction Materials (labor in house)	\$3,000
Drywall (Contractor perform)	\$2,500
Electrical (Contractor perform)	\$4,500
TOTAL	\$10,000

The balance (\$10,000) of the budget would go to carpeting the newly enclosed area and conference room. Staff would than budget for the remaining carpeting/flooring in 2016.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends using \$10,000 of the Police Dept. major repairs account (10-519-570-8221) for the construction of a new interior wall.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Contract Electrical work- PD Annex

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes provided by area Electrical contractors for providing electrical outlets and cat wire for a newly constructed wall in the Police Annex building. The results are as follows:

Pieper Electric	\$ awaiting quote
Uhlein Electric	\$4,425
BA Electric	\$3,825**

BA Electric did not include data and cat 6 ports, and said they were unable to perform that portion due to scheduling conflicts.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends contracting with the lowest bid that is willing to perform both the electrical and data work associated with the PD annex wall in the amount not to exceed \$4,500.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Contract Carpet Replacement- PD Annex

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes provided by local Carpet Contractors for the removal and replacement of carpet and base cove at the PD Annex. The results are as follows:

Premiere Flooring	\$9,220
Carpetland	\$9,438
Carpet City	\$11,480.12

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x _____

RECOMMENDATION:

Staff recommends contracting with Premiere Flooring to remove and replace carpet in the Conference room and the newly enclosed south wing of the PD annex. If approved funds shall be allocated from Major Building Repair account 10-519-570-8221.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday February 3rd, 2015

AGENDA ITEM: New Business

ITEM TITLE: Repair Truck 464

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Recently patrol truck 464 suffered a cracked head requiring it to be replaced. The cost for the head and related parts totaled \$2,513. Additional the turbo for this truck is in need of replacement for an additional +/- \$1,100. While no single invoice will be over the required \$3,500 staff felt it proper to bring this to Committee's attention. This repair was considered emergency in nature and the repair will be near or completed by the time of the meeting. The repair will take roughly 40 manhours to complete.

Truck 464 is a 1998 Ford Patrol truck with 4,300 hours and 49,000 miles. Truck 464 is the second oldest frontline truck and the 5th oldest overall. In 2008 we replaced the transmission at a cost of \$9,000.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends repairing truck 464 at an overall cost not to exceed \$3,800. Funds shall be allocated from Highway operating line item 10-542-530-5400 equipment repair and maintenance.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract – 2015 Roads Project and Alt Bauer Park Pathway and Basketball Court

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

This agenda item's projects include the following:

- 1) Donges Bay Rd (Division Rd to Pilgrim Rd), Project #1409
- 2) Country Aire Dr N (Bonniwell Rd to Pioneer Rd), Project #1409
- 3) River Crest Dr (County Line Rd to Termini), Project #1409
- 4) Riversbend Ln (County Line Rd to Termini), Project #1409
- 5) Spaten Ct (Fond du Lac to Termini), Project #1409
- 6) Alt Bauer Park Pathway and Basketball Court, Project #1411

These projects were administratively combined into one contract to take advantage of economies-of-scale.

These projects were bid Feb. 12-Mar. 2, 2015 in conformance with Wisconsin State Statutes.

Bid tabulations will be prepared by the Village Engineer after the Mar. 2, 2015 bid opening and provided to Committee members before the Mar. 3, 2015 meeting.

The Village Engineer will also update the Committee regarding the following topics:

1. Discussions with Hoffins, Kupezak, Keller, Wood and Bruce properties regarding Donges Bay Rd. pathways;
2. Consideration of outsourcing Donges Bay Rd. survey and construction inspection to R.A. Smith National; and
3. Discussion with Riversbend Master Condo Association regarding Riversbend Ln. and River Crest Dr.

ATTACHMENTS:

1. Plan holders list (2/23/2015) (1 pg.)
2. Hoffins letter (2/6/2015) (1 pg.)
3. Exhibits of Hoffins, Kupezak, Keller, Wood and Bruce properties regarding Donges Bay Rd. pathway (6 pgs.)
4. R.A. Smith National survey and construction inspection quotes

STAFF RECOMMENDATION TO COMMITTEE: TBD

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

2015 Road Improvement Project

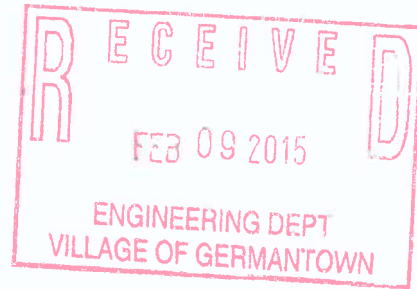
Location: Germantown, WI

Description: Project No. 1409

Plan Holders

Date/Status	Company	Contact	Bid Categories
02/19/15 8:49 am (Download)	Ferguson Waterworks N49 W22990 Commerce Centre Drive Pewaukee, WI 53072	Marianne Lenhardt Tel: 262-691-8890 Fax: 262-691-4837	
02/18/15 6:03 pm (Download)	The Blue Book Building and Construction Network 800 E. Main Street Jefferson Valley, NY 10535	Debbie Dempsey Tel: 914-245-0200 Fax:	
02/18/15 9:25 am (Added Manually)	Dolson, Inc. 150 S. Stevens Street P.O. Box 1459 Rhineland, WI 54501-1459	james kruger Tel: 715-365-1920 Fax: 715-365-1929	
02/17/15 12:12 pm (Download)	WK Construction Co., Inc. 4292 Twin Valley Road Middleton, WI 53562	Josh Kahl Tel: 608-836-4424 Fax: 608-836-4691	
02/17/15 9:02 am (Download)	Super Western N60 W14224 Kaul Ave Menomonee Falls, WI 53051	Josh Regent-smith Tel: 262-252-5995 Fax: 262-252-5397	
02/16/15 5:59 pm (Download)	Crowley Construction 1353 N. 68th Street Wauwatosa, WI 53213	Jeannie Crowley Tel: 414-257-2141 Fax: 414-257-2141	
02/13/15 2:01 pm (Download)	Payne & Dolan, Inc N3W23650 Badinger Rd PO Box 781 Waukesha, WI 53187	Engineering Engineering Tel: 262-524-1700 Fax: 262-524-1845	
02/13/15 7:12 am (Download)	Stark Asphalt 11710 W Hampton Ave Milwaukee, WI 53225	Tony Ketchpaw Tel: 414-466-7820 Fax: 414-466-3508	

February 6, 2015



Village of Germantown
ATTN: Brionne Bischke, P.E.
Village Engineer
N112 W1700 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337

RE: Donges Bay Road Reconstruction and Pathway Safety

Dear Brionne,

Thank you for meeting with me last week to discuss the changes scheduled to be made to the walking path in front of my house. I appreciate you taking the time to let me "in the loop". You said I should write a letting restating the points we discussed and so, here it is:

- The new grassed terrace and walking path will cause the removal of one or two sections at the end of this fence. It may go without saying, but I'll say it anyway, I'd like to have as much of the fence saved as possible. Any sections of it that can stay as is, I'd like to keep as is. I would like to save the materials leftover from the removed section(s), it is okay to leave these posts and rails neatly on my property.
- You noted that my mailbox and post will be relocated accordingly and that there is a specific crew/team that deals with this task.
- At the far West end of my yard is a large planting that the new pathway will pretty much go right through. This planting is edged with flagstone that I would very much like to keep and reuse in a new planting I'm planning after the pathway work is completed. PLEASE save my flagstone! It is okay to leave the stones neatly on my property.
- This same planting contains a LARGE tree, four mature bushes and a variety of flowers. You mentioned that there is another large tree just outside this planting that may be left untouched. We discussed the possibility of the village being willing to reimburse me for the cost of replacing the trees, bushes and flowers that will be removed to make way for the new pathway. I would appreciate it if you would let me know what the process is for this.

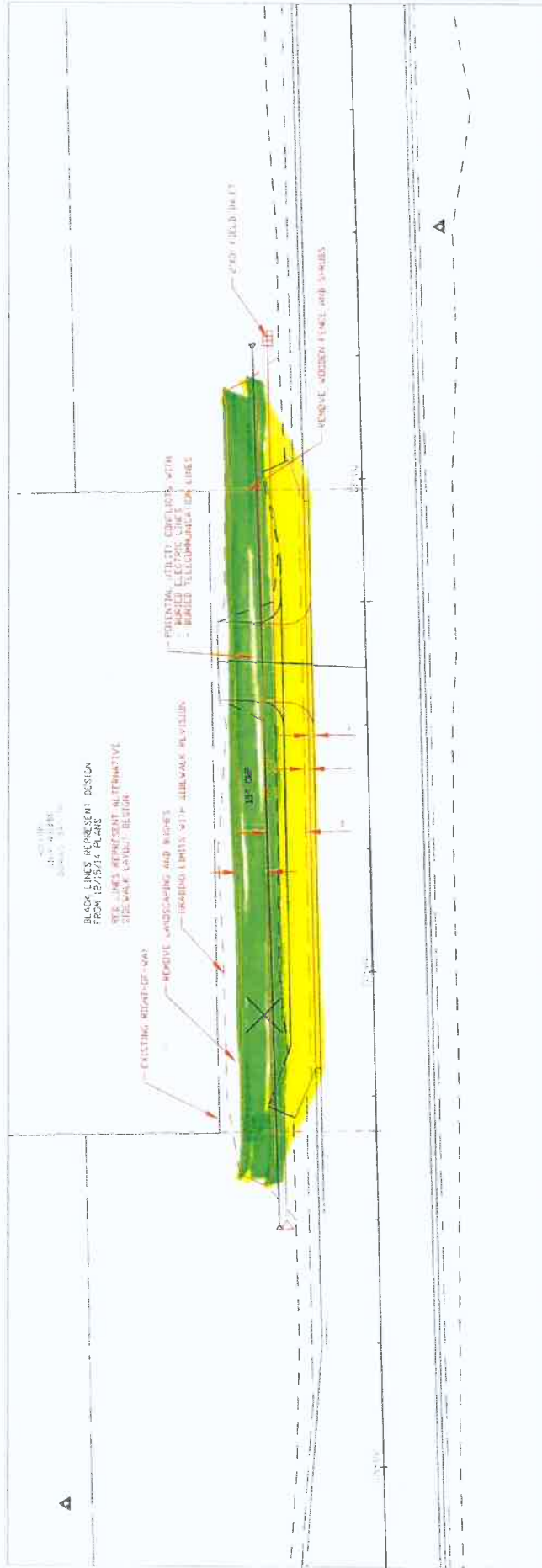
Thank you again for your care and attention to my yard, I know it's just a small part of a large project for the Village, but to me, it's my home. Feel free to contact me anytime with any questions and information you have for me.

Sincerely,

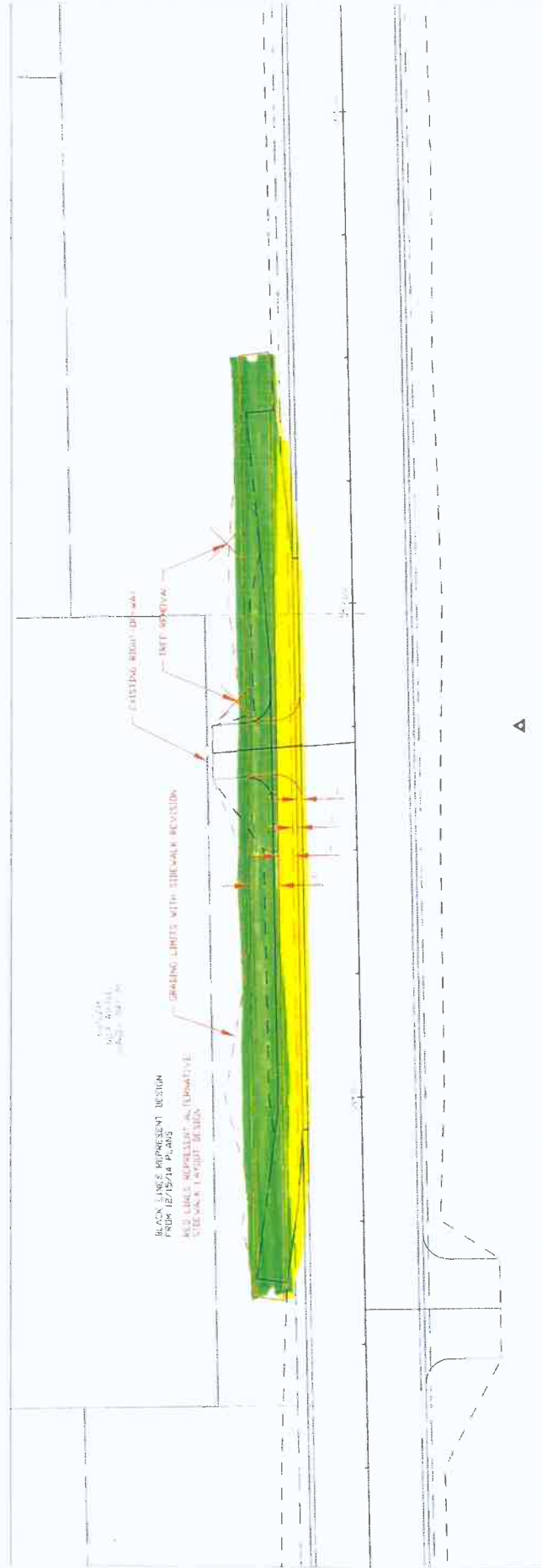
A handwritten signature in blue ink, appearing to read 'Amy Hoffins'.

Amy Hoffins

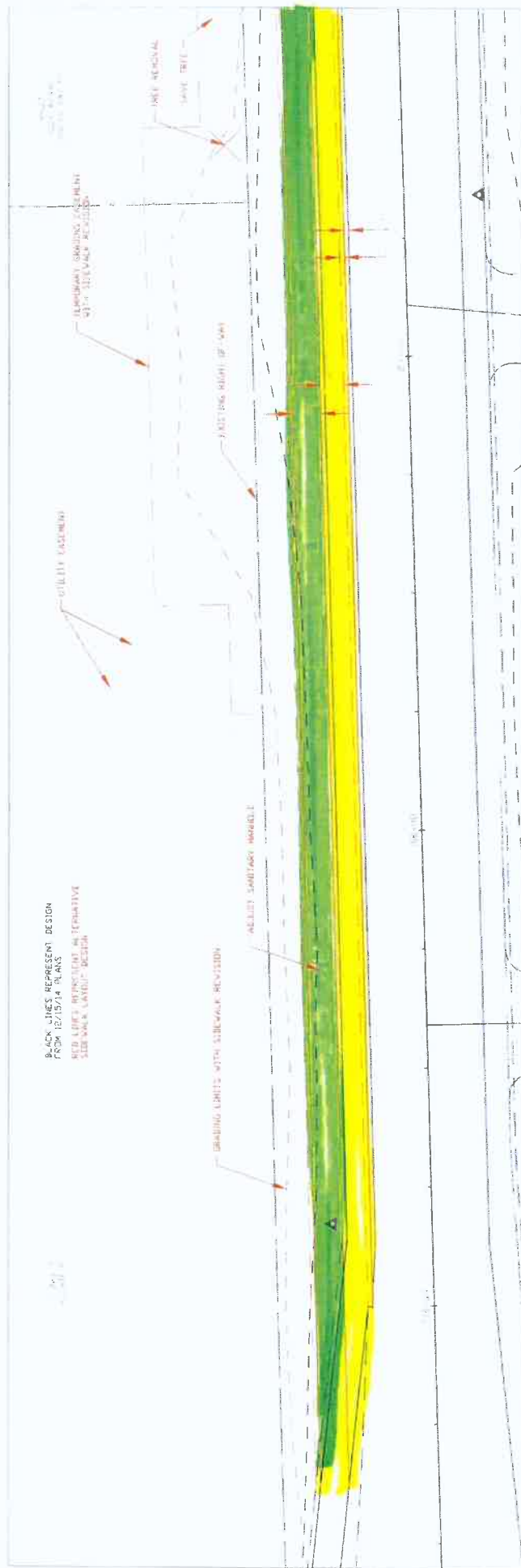
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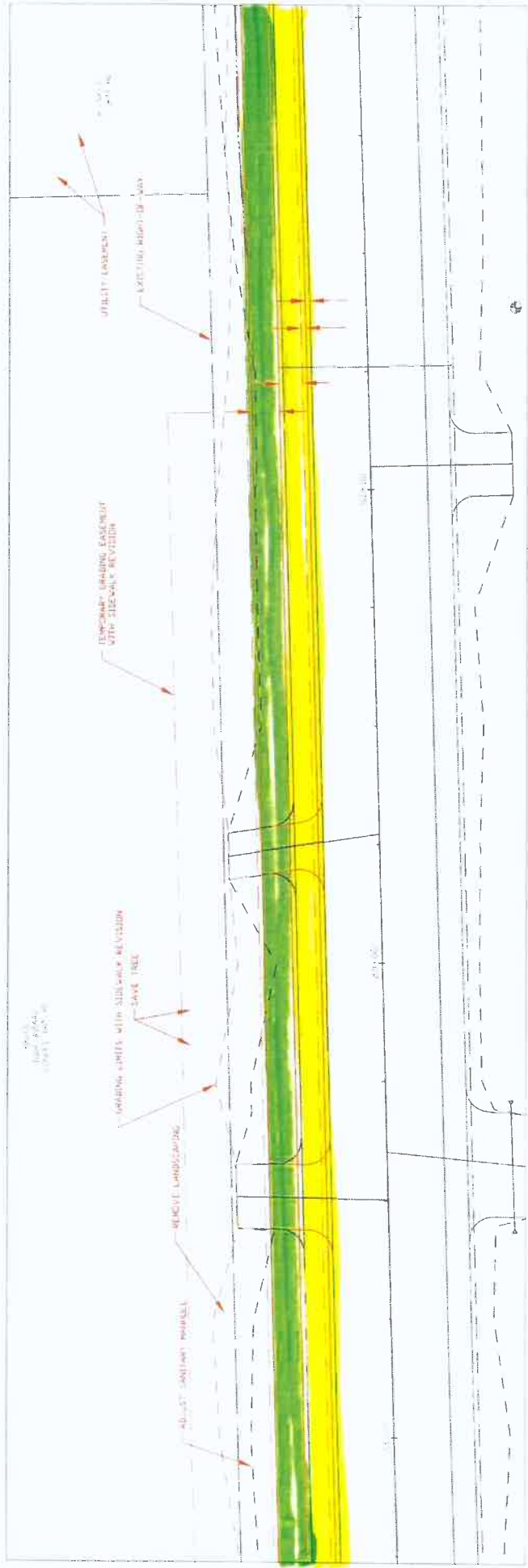


2/28
1/2/15



2/28/15
2/28/15

6/2
12/15



Proposed
Existing

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Update to Water Rate Study

SUBMITTED BY: Dan Ludwig, P.E., Director of Public Works

SUMMARY EXPLANATION:

The Village Board at Baker Tilly's suggestion agreed to have the consultant send correspondence requesting large customer's future flow needs. That was on September 29, 2014. Numerous events have taken place since that meeting. Based on the reply an agreement with large customer is needed. Staff plans on continuing using Baker Tilly during the agreement discussions.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER ____

RECOMMENDATION:

Staff requests the Public Works Committee understand the need for Baker Tilly's expertise in these discussions.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**VILLAGE OF GERMANTOWN
SPECIAL VILLAGE BOARD MEETING MINUTES
SEPTEMBER 29, 2014**

CALL TO ORDER: The meeting was called to order at 5:35 p.m. by Deputy Clerk Dobratz.

ROLL CALL: Trustees Hughes, Miller, Warren, Vanderheiden and Zabel. President Wolter arrived at 7:10 p.m. Trustee Daniels arrived at 5:36 p.m. Trustee Kaminski arrived at 5:47 p.m. Trustee Baum arrived at 6:02 p.m. Also present: Administrator Schornack, Attorney Sajdak, Finance Director Rath, Public Works Director Ludwig, Planner Retzlaff, Library Director Olson, Park & Recreation Director Casperson, Finance Utility Clerk Bauer, and Deputy Clerk Dobratz.

MOTION (Zabel/Miller) to appoint Trustee Vanderheiden as presiding officer until President Wolter arrives, carried.

NEW BUSINESS:

MOTION (Zabel/Hughes) to move to New Business Item 'D' TID No. 6 Matters, carried.

D. TID No. 6 Matters:

1. TJ Hale Developer's Agreement

Attorney Sajdak gave an update on the Developers' Agreement. TJ Hale is the proposed anchor tenant in the business park. They have decided to retain a third party to do the construction and lease the building to that party. The draft agreement has been circulated and this will be a future action item. Informational purposes only tonight.

2. Authorization to Proceed with Earthwork Project

Attorney Sajdak stated there is no authorization per say that is required by statute. Village Board has approved contracts for the work, which have been executed and contractor is ready to go. Village's Developer Agreement with MLG says they needed to buy property within certain date after Village went out for bonding for work and recognizes they have done the bonding MLG looking to acquire property in first couple days of October. TJ Hale hasn't signed developer agreement yet. On agenda for updates but the board can make formal motion if wanted. Administrator Schornack stated he spoke MLG and they are looking at closing properties on Wednesday. Plan to move dirt unless we hear something different from the Village Board this evening. Contractor would like to start on Thursday. No requirement for a formal authorization. Item was designed to be an informational item.

MOTION (Zabel/Daniels) to move to New Business Item 'C' Update to Water Rate Study, carried.

This portion of the Special Village Board meeting was held concurrently with the Utility Advisory Committee as posted.

C. Update to the Water Rate Study – Baker Tilly Virchow Krause, LLP

Director Ludwig presented information on a water rate increase. In 2009 a study was done which looked at capacity, water flow rates, and peak volume of water than can be produced. Since that time, one of the large industries went off their well, they produce

NEW BUSINESS continued:

products that are water intense and now use about 0.8 million gallons per day of our water. In the fall of 2012 they needed a temporary new water source and said they would be off of our water within 2 to 3 months. It has been 16 months that we have been providing them water. It has pushed capacity to 4.9 million gallons, we are up to the utility's capacity limit. At this time, we cannot take on additional large industries in our Village without running into potential problems. Also identified in that study a deficiency within our water system a single water connection that provides water to the portion of the community is west of 41/45. Decided to make Phase I loop cost: \$600,000 all TID this year. Future years will be all water utility. We do have a shallow well investigation ongoing. Found 6 locations using noninvasive investigation. Large Industry has been contacted numerous times that they plan on being off Village water in two or three months.

Vicki Hillenbrad from Baker Tilly presented information on water rates and recommendations. A big issue is the large customer. They are staying with us through 2014, doesn't see an alarming concern to have a rate increase. Cash flow is incredibly important. At this point, two main recommendations. Large customer would like the village to be on "stand by", since they have their own well. This is very hard for the village to manage. This creates a capacity problem for the Village. Limits ability to grow. Causes a planning problem. If they pull off the system, the Village might be able to hold off building a new well. Need large customer to tell the Village what their plan is for Village water. An option is a stand by charge if large customer comes off the system, want to make sure the rest of the customers do not fill the bill for them. Need a contract in place for large customer, protects the Village and them. First recommendation is to talk to the customer, to see when they plan to come off Village water. In the meantime, Baker Tilly recommends doing a simplified rate increase. Cash flow analysis shows a 3% increase is a cost of living increase. Customers accept a smaller increase better. Doesn't get the village where you need to be in the long run. However, a 3% increase would decrease the amount of increase you need later.

Discussion on 3% rate increase, when it would start, when would Baker Tilly come back, cash flows, information needed on what the plans are with the well, and large customer issues. Director Ludwig explained the Village is obligated to provide water to large customer but not 300 times their normal usage. Difficult to motivate them to come in person to meet with the Village President. Information we have is that it is very expensive for them to rectify since they have a contaminated well. They are occupying one of the highest capacity wells. "Set aside" water cost would have to be charged to large customer. Baker Tilly says one option is reaching out to them. Baker Tilly can prepare a letter of concerns and need information from large customer.

Vicki presented four possible options: residential flat rate, instead of declining; all customer flat rate; residential inclining rate, rest declining; and residential inclining rate, rest flat. Baker Tilly's recommendation is an inclining rate for residential that includes multi-family and the rest of the customers would be have a flat rate instead of a declining rate.

Discussion: the rate study has two components, the process will be Baker Tilly comes back and gives recommendation of what increase should be made, conservation rates, Public Services reviews and last step is a Public Hearing which PSC generally handles. Baker Tilly won't know what the rates are until PSC reviews the rate case.

NEW BUSINESS continued:

MOTION (Zabel/Kaminski) to give staff the authority to work with Baker Tilly on addressing a letter to Large Customer, carried.

Discussion on what a residential inclining rate block would be, the gaps between the inclines are not as great. Make sure the customer base is thoughtful with usage. One size fits all solution, family might fall into it. Declining block for business right now and residential is a flat rate. Conservation rate during the summer months, summer rate is because water is going on the lawn and not down the sewer. Most municipalities see water sprinkling is going down. What generally happens when you eliminate the sprinkler credit is the rate goes down for everyone. Those people that were not watering lawns will not see large increases. The whole reason is to try to create a mindset to get people to stop watering lawns by using a conservation rate. Bulk of users are residential, trying to get them to cut back.

Baker Tilly would like two recommendations, looking for guidance. Discussion on rates. Two main decision items: are you interested in adjusting residential flat or inclining and the second is for all other users, are you interested in keeping declining or going to flat. Exact numbers will not be known until PSC reviews. A range would be available but not exact numbers. Flat rate would not be known until PSC makes decision. Continued discussion on delivering water. Deep wells are not recharging. Need to get into a new mindset and conservation is the way to go. Only big industry has meters to know exactly what they are using. Discussion of rate options and other municipalities who use some of them. Baker Tilly will present more information when they come back with a rate increase. Recommends a simplified rate increase as a cost of living rate.

MOTION (Kaminski/Baum) to accept the recommended 3% simplified rate increase with a date to be determined by the Public Service Commission, give permission to apply. Discussion on the way the agenda was written and if a decision can be made or if it has to go before Village Board. General Public needs to be notified.

MOTION (Kaminski/Baum) to amend to come before the Village Board on Monday, October 6, 2014 for approval of the recommended 3% simplified rate increase. Discussion of filing time etc. **Motion as amended, carried.**

A. Appointments:

Utility Advisory Committee

Engineer Member

Benjamin Goetter

09/29/2014 – 04/30/2016

MOTION (Zabel/Kaminski) to appointment Benjamin Goetter to Utility Advisory Committee as Engineer member, carried.

B. Oath of Office/Swearing In – Benjamin Goetter

Oath of Office was given to Benjamin Goetter for appointment to Utility Advisory Committee.

Utility Advisory Committee was adjourned at this time.

Village Board recessed for a moment at 6:57 p.m.

Village Board reconvened at 7:04 p.m.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2015

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract – Peer Review TID 6 Traffic Impact Analysis

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Speculating the types and sizes of TID 6's future tenants has been extraordinarily difficult for the Village's consultant and staff. This difficulty cascades into speculating the number of employees and vehicle trips these future tenants would add to Appleton Ave. and Lannon Rd. For example, an automated warehouse with some office space would generate far less traffic than a distribution center having significant office space for a co-located customer service center.

For this TIA, both the Institute of Transportation Engineer's Trip Generation Manual Industrial Land Uses table and a translation from TID 4's existing tenants were used to develop and project traffic for TID 6. Both of these data sources resulted in significant improvements recommended for completion in Year 2020 that threaten the TID's restricted return-on-investment.

In hopes of preserving TID 6's ROI, staff would like Pat Hawley, PE, PSOE, of R.A. Smith National to draw upon his experience and RASN's experience with business parks to peer review the TIA. The purpose of his peer review would be to see if land uses and trip generations/distributions/assignments can be adjusted in a legally-defensible manner, and if so, to adjust the improvements needed accordingly. Pat said that he estimates a professional fee of \$5,360 for this peer review and TIA adjustments (significantly less if the peer review doesn't result in traffic projection reductions).

ATTACHMENTS:

TID 6 TIA excerpt of Year 2020 improvements

STAFF RECOMMENDATION TO COMMITTEE:

In hopes of preserving TID 6's ROI, recommend to Village Board to award a contract to R.A. Smith National to perform the peer review of the TID 6 TIA not-to-exceed \$5,360 to be funded by Account #46-571-530-4300.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Table 9
Year 2025 Total Traffic Peak Hour Traffic Operations
With Future/Planned Geometrics

Intersection	Traffic Control	Peak Hour	Level of Service per Movement by Approach											
			Northbound			Southbound			Eastbound			Westbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Appleton Avenue & Lannon Road	Single Lane Roundabout	AM	D	D	D	F (122)	F (271)	F (271)	F (598)	F (598)	D	F (453)	F (453)	A
		PM	F (705)	F (705)	F (705)	B	C	C	E (42)	E (42)	A	F (205)	F (205)	A
Appleton Avenue & Nimitz Drive	One-Way Stop	AM	A	A	A	A	A	A	F (>500)	B	B	F (112)	A	A
		PM	A	A	A	A	A	A	F (>500)	B	B	F (88)	E (50)	E (50)

Notes: 1) Appleton Avenue is designated as the north/south roadway and Lannon Road is designated as the east/west roadway.
2) (-) indicates a movement is not possible.
3) For LOS E or F movements, the average delay (in seconds) is provided in parentheses.

Select movements at the Appleton Avenue intersection with Lannon Road are expected to operate at LOS E/F conditions during the peak hours with the planned single lane hybrid roundabout. With the Year 2025 total traffic, select eastbound and westbound movements at the Appleton Avenue intersection with the Nimitz Drive are expected to experience LOS E/F conditions during the peak hours. The Year 2025 total traffic analysis with the future/planned geometrics is included in Appendix 9.

Recommended Improvements

The following section identified improvements to achieve acceptable traffic operations (LOS D or better) at the study area intersections.

Year 2020 Build Traffic (With Full Build Willow Creek Business Park Development)

Recommended Improvements

As shown in Table 7, select movements at the study area intersections are expected to operate at LOS E/F conditions during the peak hours with the planned geometrics. The following improvements are recommended to accommodate the Year 2020 build traffic conditions as shown on Exhibit 14:

Appleton Avenue & Nimitz Drive Intersection

- Provide two northbound approach lanes including a through lane and exclusive right-turn lane.
- Provide two southbound approach lanes including an exclusive left-turn lane and through lane.
- Provide two westbound approach lanes including an exclusive left-turn lane and an exclusive right-turn lane.
- Install a fully actuated traffic signal when warranted. Provide protected/permitted left-turn phasing for the southbound left-turn movement.

Appleton Avenue & Lannon Road Intersection

Coordinate with the WisDOT to construct a dual lane roundabout as part of their STH 175 project to include the following geometry:

- Provide two eastbound approach lanes including a shared left-turn/through lane and a shared through/right-turn lane.
- Provide two westbound approach lanes including a shared left-turn/through lane and a shared through/right-turn lane.
- Provide a single northbound approach lane and a right-turn bypass lane.

Lannon Road (Appleton Avenue to USH 41/45 Southbound Ramps)

- Widen the 0.5 mile section of Lannon Road from Appleton Avenue to approximately 600 feet west of the USH 41/45 southbound ramps to a four-lane roadway. Coordinate with Washington County regarding any future projects planned for Lannon Road.

The Year 2020 build peak hour operating conditions with the recommended improvements is shown in Table 10.

Table 10
Year 2020 Build Traffic Peak Hour Traffic Operations
With Recommended Improvements

Intersection	Traffic Control	Peak Hour	Level of Service per Movement by Approach											
			Northbound			Southbound			Eastbound			Westbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Appleton Avenue & Lannon Road	Dual Lane Roundabout	AM	A	A	A	C	C	C	C	C	C	B	B	B
		PM	B	B	C	A	B	B	A	A	A	B	C	C
Appleton Avenue & Nimitz Drive	Traffic Signal	AM	-	B	B	A	A	-	-	-	-	B	-	C
		PM	-	B	B	B	A	-	-	-	-	B	-	C

Notes: 1) Appleton Avenue is designated as the north/south roadway and Lannon Road is designated as the east/west roadway.
2) (-) indicates a movement is not possible.

As shown in Table 10, all movements at the study area intersections are expected to operate acceptably at LOS C or better conditions with the recommended improvements. The Year 2020 build traffic analysis with recommended improvements is included in Appendix 10.

Year 2025 Build Traffic (With Full Build Willow Creek Business Park Development)
Recommended Improvements

With the Year 2025 build traffic, select movements at the study area intersections are expected to operate at LOS E/F conditions during the peak hours with the future/planned geometrics. Exhibit 14 shows the improvements recommended for the Year 2020 build traffic conditions. The Year 2025 build peak hour operating conditions with the recommended improvements is shown in Table 11.

Table 11
Year 2025 Build Traffic Peak Hour Traffic Operations
With Recommended Improvements

Intersection	Traffic Control	Peak Hour	Level of Service per Movement by Approach											
			Northbound			Southbound			Eastbound			Westbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Appleton Avenue & Lannon Road	Dual Lane Roundabout	AM	A	A	A	C	C	C	C	D	D	B	B	B
		PM	C	C	C	A	B	B	A	B	B	C	C	C
Appleton Avenue & Nimitz Drive	Traffic Signal	AM	-	B	B	A	A	-	-	-	-	B	-	C
		PM	-	B	B	B	A	-	-	-	-	B	-	C

Notes: 1) Appleton Avenue is designated as the north/south roadway and Lannon Road is designated as the east/west roadway.
2) (-) indicates a movement is not possible.

As shown in Table 11, all movements at the study area intersections are expected to operate acceptably at LOS D or better conditions with the recommended improvements. The Year 2025 build traffic analysis with recommended improvements is included in Appendix 11.