

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **WEDNESDAY June 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 Miller, Warren and Zabel
- III. **APPROVAL OF MINUTES:** May 12, 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. Donges Bay Road – Contract Amendment Reconsideration
- VI. **NEW BUSINESS:**
 - A. Award of Contract – Epoxy Paint Hydrants
 - B. Consideration of Invoice – WDNR 2015 Water Use Fees
 - C. Discussion to Contract out Cleaning Public Buildings
 - D. Authorization to Purchase – 1 Ton Pickup Truck – Hwy. Dept.
 - E. Authorization to Purchase – 1 Ton Pickup Truck – Parks Dept.
 - F. Recommendation on WDOT/Village Agreement Regarding Responsive Signal Control Along CTH "Q" Corridor
 - G. Ordinance Repealing and Recreating Subsection 13.29(8) of the Germantown Code of Ordinances Relating to the Regulation of Private Sanitary Sewer Laterals
 - H. Education & Outreach for a Private Property Infiltration/Inflow Project Plan
 - I. Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan
 - J. Donges Bay Road Construction Inspection - Consideration of Award
 - K. Set July 2015 Meeting Date and Time
- VII. **ANNOUNCEMENTS:**
- 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.

**VILLAGE OF GERMANTOWN
PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES
MAY 12, 2015**

CALL TO ORDER: The meeting was called to order at 5:01 p.m.

ROLL CALL: Chairman Kaminski, Trustee Members Miller, Warren and Zabel. Also present were Director Ludwig, Engineer Bischke, Wastewater Superintendent Zimmerman, Highway Superintendent Olszewski and Deputy Clerk Dobratz.

PREVIOUS MINUTES:

MOTION made by Warren, seconded by Zabel to approve the Minutes of April 7, 2015.

Motion carried unanimously.

PUBLIC COMMENT: None

MOTION made by Warren, seconded by Miller to move to Item "M" under New Business of the Public Works and Highway Committee Meeting agenda.

Motion carried unanimously.

RECOMMENDATION FOR REUKERT & MIELKE TO PERFORM A 5 YEAR AUDIT AS PER

CMOM: Director Ludwig reported looking at hiring Ruekert-Mielke to perform a 5 year audit, which is a requirement of MMSD as part of the Capacity, Management, Operation and Maintenance Program (CMOM). Requests for proposals were sent to Brown & Caldwell and Ruekert-Mielke. Ruekert-Mielke was the only consultant to reply requesting \$7,800 to provide the scope of services needed to complete a five-year audit and one-year update. Funds would be allocated from Acct. #60-850-530-8520.

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve hiring Ruekert-Mielke to prepare a 5-Year Audit Plan to comply with MMSD requirements as part of the Capacity, Management, Operation and Maintenance Program (CMOM) at a cost not to exceed \$7,800.

Discussion followed.

Motion carried unanimously.

MOTION made by Warren, seconded by Zabel to move Items "A, B and C" to the Utility Advisory Committee.

Discussion; A Utility Advisory Committee meeting is scheduled for Thursday May 21st at 5:30 p.m. for the purpose of discussing specific topics related to the Private Property Sanitary Sewer Laterals. After the Utility Advisory Committee meeting, the Private Property Infiltration & Inflow topic would appear again on the Public Works Committee Agenda. Trustee Kaminski clarified the topics listed would appear on the June Public Works Agenda.

- A. Ordinance Repealing and Recreating Subsection 13.29(8) of the Germantown Code of Ordinances Relating to the Regulation of Private Sanitary Sewer Laterals

- B. Education & Outreach for a Private Property Infiltration/Inflow Project Plan
- C. Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan

Motion carried unanimously.

ACCEPTANCE OF FIRE HYDRANT LEAD MAINTENANCE AGREEMENT – SUNLITE PLASTICS: Engineer Bischke submitted for review the Fire Hydrant Lead Maintenance Agreement for Sunlite Plastics. This Maintenance Agreement had been reviewed by the Village's Attorney and will become a recorded document assuring the fire hydrant and its lead is properly maintained. In the event the developer failed to maintain or repair the hydrant, the Water Utility would make the necessary repairs and seek reimbursement from the owner.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to accept the Fire Hydrant Lead Maintenance Agreement for Sunlite Plastics, W194 N11340 McCormick Drive.

Motion carried unanimously.

AUTHORIZATION OF ADDITIONAL WELL TELEVISION SCOPE TO WELL #4 PUMP CONVERSION PROJECT: Engineer Bischke reported during a preconstruction meeting with Water Well Solutions to remove the oil lubricated pump and replace it with a water lubricated pump, it was mutually decided to televise the well shaft after removing the existing pump and floating oils. This additional scope would help identify existing shaft integrity and any existing defects that may need attention. Supt. Driver stated it was unknown what the current integrity of the shaft was and felt televising of the shaft after the pump and oil removal would confirm whether or not there were any structural defects that needed immediate attention. Water Well Solutions proposed to televise the well for an additional \$1,200 and staff requested Committee authorization for the change order to the existing contract.

MOTION made by Zabel, seconded by Miller authorizing a change order of \$1,200.00 to the Water Well Solutions contract to perform additional televising at Well #4.

Motion carried unanimously.

APPROVAL OF CHANGE ORDER – CONTRACT REPAIRS – WOLF HOUSE

Superintendent Olszewski requested approval of a \$680 change order for the contracted repairs at the Wolf House. When the existing beam was removed, it was discovered that the top sill of the cobblestone foundation was deteriorated causing excess material to weep into the basement. To keep the project moving forward, staff authorized the additional work.

MOTION made by Zabel, seconded by Warren to approve a change order in the amount of \$680.00 to JM Remodeling & Construction for the additional foundation ledge repairs to the Wolf House.

Motion carried unanimously.

AUTHORIZATION TO FILL OPERATOR VACANCY IN HIGHWAYS, PARKS, BUILDINGS & GROUNDS DEPARTMENT AND AUTHORIZE JOB DESCRIPTION UPDATE.

Superintendent Olszewski requested authorization to fill a full time vacancy for a full time operator created by a recent resignation. After restructuring in 2011 staff had been reduced from 18 to 17 staff employees. In order to maintain level of service Germantown expects, it was critical to maintain the 17 full time department employees. Supt. Olszewski also

requested approval of the updated job description for the position which would bring the duties up to current standards. Further discussion included how long the position had been open, time of hiring, posting internally and outside advertising.

MOTION made by Miller, seconded by Warren to forward to the Village Board with a positive recommendation authorizing staff to fill the current full-time vacancy for a Highways, Parks, Buildings and Grounds Maintenance Operator and approve the updates to the Highways, Parks, Buildings and Grounds Maintenance Operator job description.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT WITH WACHTEL TREE SERVICE - EAB DETAILED PLAN/CONSULTING: Superintendent Olszewski requested authorization to contract Wachtel Tree Service to provide consultation services relating to Emerald Ash Borer. Wachtel drafted the initial EAB plan for the Village and was very familiar with the tree inventory. The new plan would detail trees that should be removed, treated, observed, etc. Wachtel will assist with public outreach and education. Currently the Village did not have an infestation; The Contract is to not exceed \$15,000 with funds allocated from Acct. #10-553-530-5290. Discussion followed regarding the budget for this item, explanation of services, what other communities were using experts, experience or staffing issues, experts background, and going out for bid.

MOTION made by Zabel, seconded by Warren authorizing staff to obtain additional Emerald Ash Borer (EAB) Plan and Consultation Services proposals for cost comparisons and forward the additional proposals to Village Board for the final approval of a contract not to exceed \$15,000.00.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE TRUCK BOX: Superintendent Olszewski presented three quotes ranging from \$9,892. to \$11,895 for the purchase of a new 7 cubic yard heavy duty dump box. All vendors were given the same specifications; however each provided a price on a slightly different box. Based on the box size requested by staff, Casper Truck Equipment met those requirements and therefore recommended purchasing the box from Casper Truck Equipment for the amount of \$10,067.00.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to approve the purchase of one new heavy duty dump box from Casper Truck Equipment for a cost of \$10,067.00. Funds to be allocated from Acct. #10-542-570-8100.

Motion carried unanimously.

ACCEPTANCE OF IMPROVEMENTS AND RETAINER REDUCTION - CONTINENTAL 246 (BUFFALO WILD WINGS): Director Ludwig stated commercial developer Continental 246, installed a water system, sanitary sewer lift station access driveway, traffic signals, and street lights to facilitate their development along County Line Road. Public improvements were inspected, tested, and are in a new condition and therefore, Staff requested acceptance of the public improvements, initiate the one year warranty period, and reduce the surety down to 10% or \$32,000. Discussion followed on the private lateral main, hydrant that the Village will be maintaining, and general access easement for shared parking.

MOTION made by Zabel, seconded by Miller to accept the Continental 246 (Buffalo Wild Wings) improvements, begin the one year warranty period, and reduce the surety to \$32,000.

Discussion followed on \$32,000 being held for one year and what it would cover. If everything failed, it probably wouldn't be enough to cover all costs but, everything had been inspected by staff. The Planning Department was holding the Occupancy Bond which was an additional \$20,000.

Motion carried unanimously.

DONGES BAY ROAD CONTRACT AMENDMENT RECONSIDERATION: Engineer Bischke reported reconsideration authorized by the Committee Chair and Director Ludwig allowing John Elkin, of R.A. Smith National to discuss the Donges Bay Road contract amendment that was denied at the April 7, 2015 Committee meeting. Staff agreed it was warranted to have Mr. Elkin explain the change order as he was not at the April meeting. Mr. Elkin gave background information on the path design and providing new paths between Pilgrim Road and Heritage Hills. One of the path designs included storm sewer and gutter associated with the existing path revisions between the Jefferson Ditch and Pilgrim Road which were not included in the original contract. The curb and gutter ramp design, through additional analysis, found seven intersections would have benefited by replacing the curb and gutter radii and paving further back to achieve a smooth transition from the Donges Bay Road to the side street from the paving standpoint. Replacement of curb and gutter wasn't in the original contract.

Trustee Warren stated that the path, engineering of the road way, and paths were part of the overall design and not additional scope items. Regarding curb and gutter; again it was part of the original scope, had to match points with side roads, had to build in contingencies based on past experience. In his opinion, it wasn't additional work even if the scope was loose, it's part of the overall design of the project. Mr. Elkin explained they fine-tuned the scope on paths so they wouldn't have to charge extra. The safety recommendations were made from the DOT design project to move it off road and make it safe.

Mr. Elkin noted storm sewer design, two manholes, two inlets, and 200 feet of storm sewer had to be designed which was specifically excluded in the contract. Mr. Elkin explained a field inlet had to be added to Mr. Wood's property and two additional curb and gutter inlets. Because there was water main in the road, the storm sewer main had to be put behind the curb and connect to the Jefferson ditch culvert. Nothing in the scope had storm sewer design.

Trustee Miller stated that this was a 10% change order. Dir. Ludwig corrected stating that when including all the \$200,000 of preliminary engineering completed, it was really a 2.5% change order.

MOTION made by Warren, seconded by Zabel requesting R.A. Smith National to submit a revised invoice for the Donges Bay Road Contract Amendment showing a breakdown of subsections for approval.

Mr. Elkin, R.A. Smith National asked for clarification on what was to be broken out. Trustee Warren explained having general categories like pathway, storm sewer design, and curb and gutter, the level of effort in two or three categories, whatever was appropriate.

Motion carried unanimously.

RELOCATION ORDER FOR DONGES BAY ROAD BETWEEN DIVISION AND PILGRIM ROADS: Engineer Bischke noted five areas along Donges Bay Road in which temporary grading may extend beyond the 33 feet from the centerline of the road. When the summation of individual temporary grading easements equal or exceed \$1,000, the Village Board must adopt a relocation order. The consensus of further research found these types of easements are acquired for zero value. There is an

acquisition but no money is transacted. Village Attorney Brian Sajdak provided a draft Relocation Order for review minus the required legal descriptions of each of the affected parcels. A Resolution for the Declaration of Public Necessity and Relocation Order to Reconstruct Donges Bay Road from Division Road to Pilgrim Road would need to be presented to the Village Board for approval. Discussion was held on how the relocation orders pertain, jurisdiction process, low dollar order, Statute process, temporary grading easement, and making everyone aware we are accepting the plans.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to adopt the Relocation Orders with their specific legal descriptions for each affected area on Donges Bay Road between Division and Pilgrim Roads and adopt the Resolution for the Declaration of Public Necessity.

Discussion on if this was for all the projected easements because, anything to be recorded would be on this document. This moves it onto Village Board to adopt the relocation order.

Motion carried 3 – 1 (Zabel)

AWARD OF CONTRACT – CATIE VISTA STORM RELAY: Engr. Bischke and staff designed and bid the installation of storm sewer along the right of way on Sylvan Circle and Francese Drive. The design was challenging due to the shallow depth of the existing storm sewer near the Francese-Montgomery intersection and the distance to the sag in Sylvan Circle. The only design remedy was to lay two smaller diameter pipes side-by-side with the consequence of increased material and trench excavation costs. Two bids were received ranging from \$99,250 to \$133,997 and both over the budgeted amount for the project. Engr. Bischke noted monies were available from the Freistadt-Maple Roads intersection project.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to award the Catie Vista Storm Relay Project to All-Ways Contractors for a total project amount of \$99,250.00. Funds to be allocated from Acct. #40-541-570-8892.

Motion carried unanimously.

ANNOUNCEMENTS: The regular Public Works Committee Meeting will be held Wednesday, June 3, 2015 at 5:00 p.m. During the summer months (June, July and August), the meetings will be the first Wednesday of the month at 5:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:20 p.m.

**Jilline Dobratz
Village Deputy Clerk**

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

MEETING DATE: June 3, 2015

AGENDA ITEM: Unfinished Business **A.**

ITEM TITLE: Donges Bay Road Contract Amendment Reconsideration

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



SUMMARY EXPLANATION:

1. During the Committee's April 7, 2015 meeting, the Committee denied R.A. Smith National's Feb. 26, 2015 contract amendment request and stated that John Elkin, RASN's Project Manager, could return to the Committee after returning from vacation if he felt passionate about obtaining the contract modification.
2. John believed that the contract amendment is warranted and prepared an Apr. 15, 2015 e-mail response justifying it and asking for reconsideration. John presented during the Committee's May 12, 2015 meeting.
3. During the Committee's May 12, 2015 meeting, Committee members advised John Elkin items they objected to and items that may be acceptable for compensation. The Committee directed John to itemize the costs amongst these categories and return to the June 3, 2015 meeting.

ATTACHMENTS:

- 1) RASN amendment, revised (May 27, 2015)
- 2) RASN contract, original (Aug. 26, 2014)

STAFF RECOMMENDATION TO COMMITTEE:

N/A

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.

May 27, 2015

Brionne R. Bischke, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337

Re: Contract Amendment No. 1 (Revised)
Donges Bay Road Design and Construction Plans

Dear Brionne,

We are submitting this contract amendment to the original design services contract authorized on August 8, 2014, for additional design services as noted below:

I. DESCRIPTION OF ADDITIONAL SERVICES TO BE PERFORMED:

- A. Path Design: To provide greater separation between vehicles and path users to enhance safety, the Village Board at their January 19, 2015 meeting requested the relocation and design of four existing path segments between Division Road and Pilgrim Road not included in the original design services contract. The path segment at the Jefferson Ditch crossing on the north side of Donges Bay Road will require approximately 400 feet of curb and gutter, inlets and storm sewer. In addition, the new segment of path on the north side of Donges Bay Road between Pilgrim Road and Preserve Parkway was revised to off road at the historical Schunk Farmhouse. Additional design, drafting, utility coordination, and quantity computations are necessary.
- B. Curb and Gutter and Curb Ramp Design: to provide a smoother transition to sidestreet profiles, curb and gutter replacement will be necessary at the radii of Larkspur Lane, Mohawk Drive, Fieldstone Pass, Windsong Road/Preserve Parkway, Heritage Hills Parkway, Raintree Drive and Magnolia Drive. Replacement of the curb and gutter will necessitate replacement of the curb ramps at the above intersections with the exception of Mohawk Drive, which doesn't have curb ramps. In addition, curb and gutter was requested fronting the St. John's Cemetery, requiring the inclusion of an inlet and storm pipe. Curb and gutter and ramp replacement in these areas were not included in the original design services contract and will require additional design, drafting, utility coordination, and quantity computations.

II. PROFESSIONAL FEES:

The above-described contract amendment will be provided for a lump sum fee of **\$4,900, for a project total fee of \$49,900.**

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Brionne R. Bischke, P.E., Village Engineer
Page 2 / May 27, 2015

The fees for the above listed additional services are broken out as follows:

Path Design (Five Locations): \$450
Curb and Gutter/Urban Roadway Design at the Jefferson Ditch: \$270
Curb and Gutter and Ramp Design at Intersections: \$360
Storm Sewer and Inlet Design (incl. 6 structures): \$3,820

If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

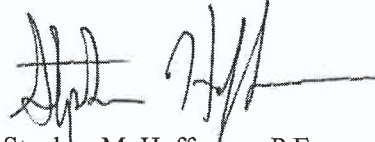
Thank you!

Sincerely,
R.A. Smith National, Inc.



John A. Elkin, P.E.
Senior Project Manager

R.A. Smith National, Inc.



Stephan M. Hoffmann, P.E.
Director of Transportation

Enclosure

bth:T:\1140601\contract\EP 150527 Donges Bay Rd Amendment #1.docx

August 26, 2014

Brionne R. Bischke, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Road, P.O. Box 337
Germantown, WI 53022-0337

Re: Proposal for Professional Services

Dear Brionne,

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME: Donges Bay Road Design and Construction Plans

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

R.A. Smith National, Inc. (RASN) will provide roadway design and develop construction plans for the above referenced project between Division Road and Magnolia Drive. One set of plans will be prepared, but with quantities broken out by the following segments for a January 2015 letting:

Division Road to west of Pilgrim Road
East of Pilgrim Road to Magnolia Drive

The project scope is as follows:

- A. The project will be locally let and the Village will prepare the construction contract documents, including all administrative and technical specifications.
- B. RASN will convert survey files from the Wisconsin County Coordinate System to the Wisconsin State Plane Coordinate System, South Zone, North American Datum of 1927. Additional survey is required to locate section corners and control points in State Plane NAD27 (SEWRPC) for proper correlation.
- C. Similar rehabilitation (pulverize and overlay) and EBS reconstruction areas as currently shown on the WisDOT 30% plans (dated 9/6/2013), except that the proposed roadway width will be similar to the existing. A design profile for the rehabilitation segments will not be required. Cross-sections will not be provided. Standard Village construction details will be incorporated into the plans. Special construction details are not anticipated. Existing bypass and turn lanes are included in their current configuration only. Pavement marking and permanent signing are included.
- D. The typical roadway cross-section will be two 12-foot lanes from Pilgrim Road to Fond du Lac Avenue, and two 11-foot lanes from Division Road to Pilgrim Road. Shoulders shall generally match the existing width, the minimum being 2 feet total in width (1-foot paved and 1-foot gravel), the maximum being 6-foot total (with 5-foot paved and 1-foot gravel). One public involvement meeting, two Village board or committee meetings, and three Village staff meetings are planned. No additional project advisory committee meetings will be required.

Deliver excellence, vision, and responsive service to our clients.

- E. A detour plan is included. Construction staging plans are not required.
- F. No wetland impacts and related DNR coordination are anticipated.
- G. The Village will prepare MMSD and DNR permits as needed.
- H. Utility relocation coordination is included.
- I. Driveways and Side Roads: Driveway paving will be included within the right-of-way and side roads paved to the end of return/radius (including Pilgrim Road).
- J. Ditches and culverts: Ditches will remain as close as possible to their existing location, sideslopes and elevation. Where ditch grading is absolutely necessary they will be designed with 4:1 typical ditch front slopes and back slopes, 3:1 maximum, and will be shown with spot grades on the ditch centerline. Existing cross and driveway culverts will be replaced with similar size concrete culverts. Upsizing and/or analysis of culvert hydraulics will not be required.
- K. 8-foot wide multi-use path: An 8-foot wide asphalt path will be provided on the north side of Donges Bay Road between Pilgrim Road and Heritage Hills Parkway. The existing sidewalk on the south side of the road shall remain as is. Additional curb ramps will not be provided on the south side of Donges Bay Road. The new north side path will be generally off-road, except where it will be 8-foot wide on-road to avoid impacts to the historical Schunk Farmhouse and St. John's Evangelical Cemetery. Retaining wall design and layout is not anticipated.
- L. Jefferson Ditch Crossing: This work includes replacement of the Jefferson Ditch culverts. A hydraulic report will be prepared and submitted to the DNR for approval. A Letter of Mapped Revision (LOMR) submittal to FEMA is not included.
- M. MMSD Analysis and Coordination: increases of impervious area of 0.5 acres or more require coordination with MMSD and include a volumetric analysis, technical memorandum and the design of permanent ditch checks.

III. COMPLETION SCHEDULE:

Construction plans and quantity computations will be submitted to the Village for review by December 15, 2014.

IV. PROFESSIONAL FEES:

The above-described scope will be provided for a lump sum fee of **\$45,000**. Fees will be invoiced monthly on a percent complete basis.

Usual and customary expenses such as mileage, postage, delivery, printing, telephone charges and applicable taxes are not included in the above fee, and will be invoiced at cost.

- A. As your project progresses, additional work beyond the scope of this agreement may be required. Please initial below how you would like us to proceed with such work (note: construction

Brionne R. Bischke, P.E.
Page 3 / August 26, 2014

staking, if applicable is addressed in Section B):

- _____ Time is critical. Proceed with any additional work and notify me with the details as soon as possible. I understand that this work will be performed on an hourly, time-and-material basis.
- _____ Contact me to obtain my verbal authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.
- _____ Contact me to obtain my written authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

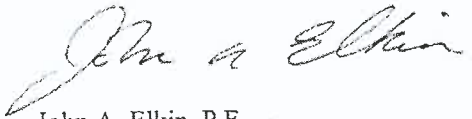
- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal.
- B. The design of urban/curb and gutter sections is not required.
- C. Plans not provided include landscaping and storm sewer.
- D. Any wetland impacts and Section 401/404 permits will be prepared/coordinated by the Village.
- E. Historical coordination will not be necessary.
- F. Retaining wall design is not included.
- G. Fee right-of-way acquisition at the Jefferson Ditch improvements is not anticipated. Temporary grading easements/construction permits, if necessary, will be prepared and acquired by the Village.
- H. Additional geotechnical investigations are not required.
- I. Additional bypass and/or turn lanes or extensions are not required.
- J. Wider shoulders are not required.
- K. Pilgrim Road intersection turn lanes, traffic signals, right-of-way plat, title searches, and appraisal staking are considered Extra Services.

Brionne R. Bischke, P.E.
Page 4 / August 26, 2014

The attached Standard General Contract Terms for Professional Services and the separate Village of Germantown Village Board Meeting Minutes of July 21, 2014 (motions carried under items F, G, and H under New Business). are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

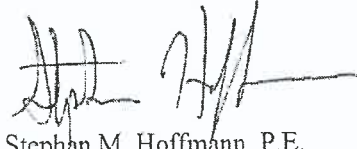
We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



John A. Elkin, P.E.
Senior Project Manager

R.A. Smith National, Inc.



Stephan M. Hoffmann, P.E.
Director of Transportation

Enclosures

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

MEETING DATE: June 2, 2015

AGENDA ITEM: New Business **A**

ITEM TITLE: Consideration of Purchase – Services to sandblast and epoxy paint 235 fire hydrants

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to contract the services of a firm to sandblast to bare metal, apply primer coat, and epoxy coat fire hydrants. Three bids were solicited, and the results are as follows.

DAVIES Water Equipment Co.	Appleton, WI	\$85.00 each
Giant Maintenance & Restoration, Inc	Mundelein, IL	\$87.50 each
Culy Contracting	Winchester, ID	\$135.00 each

ATTACHMENT:

ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends contracting with Davies Water, as they are the low bid and have done the work before

Funds would be allocated from the 2015 operating budget (50-742-530-6770)

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: June 3, 2015

AGENDA ITEM: New Business **B**

ITEM TITLE: Consideration to pay invoice – Department of Natural Resource,
Water Use Fee

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

The Department of Natural Resources implemented a fee for water drawn from the Lake Michigan Basin. The water use fee took effect January 2011.

State of Wisconsin D.N.R. \$3,752.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____X_____

RECOMMENDATION:

Staff recommends paying the invoice from the State of Wisconsin for the water use fee.

Staff recommends allocating \$3,752.00 from the 2015 operating budget (50-711-530-6030)

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.

GERMANTOWN (VILLAGE OF) - UTILITY

N122 W17177 FOND DU LAC AVE
GERMANTOWN WI 53022-0337

Invoice No: WU53316
Invoice Date: 05/26/2015
Sale/Event Date: 03/01/2015
Amount Due: \$ 3,752.00

Customer No: 921468
Due Date: 06/30/2015

**REMITTANCE: Please Return this portion with your check in US dollars to DNR.
Alternatively, payment may be made at <http://dnr.wi.gov/epay/>**

WI DNR
PO BOX 78816
MILWAUKEE WI 53278-0816

Make check payable to: Department of Natural Resources

Amount Enclosed:

Invoice
State of Wisconsin
Department of Natural Resources

Keep this portion for your records



Bill to:

GERMANTOWN (VILLAGE OF) - UTILITY
N122 W17177 FOND DU LAC AVE
PO BOX 337
GERMANTOWN WI 53022-0337
Attn: JIM DRIVER

Remit to:

WI DNR
PO BOX 78816
MILWAUKEE WI 53278-0816

DNR Contact: Water Use Staff at (608)266-2299,
dnrwateruserregistration@wisconsin.gov

Invoice No: **WU53316**
Invoice Date: 05/26/2015
Due Date: 06/30/2015
Amount Due: **\$ 3,752.00**
Reference: 2015 Water Use Fees, Owner #3581

Customer No: 921468
Sale/Event Date: 03/01/2015

Item	Details	Quantity	Price	Units	Cost
Base Fee	Property 225				\$ 125.00
Great Lakes Fee	Property 225				\$ 3,627.00

VENDOR # _____
ACCT. # _____
DISC. # _____
APPROVAL _____

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

MEETING DATE: Wednesday June 3rd, 2015

AGENDA ITEM: New Business **C**

ITEM TITLE: Discussion and request for direction regarding Cleaning of Village Buildings

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

In January of 2009 the Village entered into a no cost increase 6 year contract with JB Janitorial to provide limited janitorial services to certain buildings. Specifically the contract covered the Senior Center, Fire Stations, Fire Company, Police Station, Police Annex, Library, Survive Alive House, Bell Museum, Fireman's and Kinderburg bathrooms. The contract expires Dec 31st, 2015, and costs the Village roughly \$80,000 annually. The level of service provided under the contract is not all inclusive. At the time it was drafted the Village was facing budget issues. A Village custodian retired and as a cost saving measure it was decided to contract for janitorial services. Buildings such as the Library and Police Station do not receive the same level of service they had been receiving from the on staff custodian.

Staff estimates that a new cleaning contract at the same level of service would be in the neighborhood of \$100,000 annually. A contract that includes the detailed cleaning that brings the Police and Library in step with the level of service the Village Hall receives would increase that figure by \$30,000.

Whether the Village decides to contract, hire additional staff, or a combination considerable work will need to take place before 2016 budget discussions begin. Staff is seeking Committee input and direction as how future janitorial services are to be provided in the near future.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:
Staff is seeking direction.

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.

Cleaning Contract vs. Adding Staff

WORKLOAD: DAILY HOURS PER BUILDING (AVERAGE)

LIBRARY	8 HOURS
PD	6 HOURS
ANNEX	3 HOURS
SENIOR CENTER	4 HOURS
FIRE 1	3 HOURS
FIRE 2	4 HOURS
FIRE CO.	1 HOUR
SURVIVE ALIVE	3 HOURS
VILLAGE HALL	6 HOURS
DPW	4 HOURS
PARKS (Bast bell, Spassland, Firemans, Kinderburg)	2 hours
TOTAL	44 HOURS

Current staffing dedicated to janitorial duties **8 Hours**

**Fire Stations 1 & 2 cleaned by fire dept. personnel (proposed)* *7 Hours*

Additional Daily hours to “cover” **29 Hours**

2015 Full Time Custodial position overall compensation (wage and benefits)	\$55,000
Regular PT Asst. Custodian: \$13.00-\$16.00/hr (figured at 29 hrs/week)	\$24,000-\$29,000
Budget figure for 2016 cleaning contract “basic” cleaning service	\$100,000
Budget figure for 2016 cleaning contract “detailed” cleaning service “all buildings”	\$150,000
Budget figure for 2016 cleaning contract “detailed” cleaning service PD/Library	\$130,000

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

MEETING DATE: Wednesday June 3, 2015

AGENDA ITEM: New Business **D**

ITEM TITLE: Authorization to Purchase 1 Ton Pickup Truck –
Highway Dept.

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes for the purchase of a new 3500 chassis with dump body. Staff solicited pricing from a number of area dealers. Some chose not to respond to our request. This purchase is part of the 2015 Highway budget.

Bob Fish	\$40,563
Holtz Motors	\$41,820
Sommers	No Response
Bergstrom	No Response

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

Staff recommends purchasing a new 3500 chassis and dump body for Bob Fish for the amount not to exceed \$40,563. If approved funds shall be allocated from Highway line item 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: Wednesday June 3, 2015

AGENDA ITEM: New Business **E**

ITEM TITLE: Authorization to Purchase 1 Ton Pickup Truck -
Parks Dept.

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes obtained for the purchase of a new 2016, 5500 chassis with dump body. Staff solicited pricing from a number of area dealers. This purchase is part of the 2015 Parks Capital budget.

5 Corners	\$45,693
Ewald	\$45,781
Badger	\$46,523

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends purchasing a Dodge Ram 5500 from 5 Corners for a cost not to exceed \$45,693. If approved funds shall be allocated from Parks Capital Account 40-553-570-8520

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: June 3, 2015

AGENDA ITEM: New Business **F**

ITEM TITLE: Recommendation on WDOT/Village Agreement Regarding Responsive Signal Control Along CTH "Q" Corridor

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

SUMMARY EXPLANATION:

In an effort to improve the signal timing along the CTH "Q" corridor the Village is able to take advantage of a system improvement along the USH 41/45 corridor providing traffic responsive control coordination along critical side roads such as CTH "Q". The Village budgeted \$30,000 in 2015 to begin a system upgrade to interconnect with the WISDOT upgrade in 2016. The first phase will include installing fiber optic cable along CTH "Q" from Division to Appleton Ave as well as north on Appleton to Maple Road. The second phase in 2016 will include upgrading traffic controller equipment to be able to sync with WISDOT's freeway equipment. All Village traffic control equipment along CTH "Q" will remain the Village's equipment. The agreement has no cost to the Village except to install the necessary state of the art equipment. A process is written in the agreement on how to terminate the agreement if both parties cannot satisfactory resolve a problem.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Letter of Agreement Regarding Signal Operation Control between the WISDOT and the Village of Germantown.

RECOMMENDATION:

Staff requests the Public Works Committee recommend the Village Board approve the letter agreement between the WISDOT/Village regarding the responsive signal control along the CTH "Q" Corridor.

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.



Division of Transportation System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

Letter of Agreement Regarding Signal Operational Control Between the Wisconsin Department of Transportation and The Village of Germantown

The Wisconsin Department of Transportation (WisDOT), an agency of the State of Wisconsin, and the Village of Germantown, a municipal body corporate, enter into this Letter of Agreement (LOA) for purposes of managing traffic signal technology associated with the CTH Q corridor.

WisDOT and the Village of Germantown acknowledge and agree that the traffic responsive signal technology is critical to managing traffic along CTH Q and that failure to manage the traffic responsive system to the terms set forth herein could result in traffic management issues up to and including traffic management failures within the CTH Q corridor including within the Village of Germantown.

WisDOT and the Village of Germantown agree to work cooperatively in order to accomplish traffic congestion mitigation as defined under this LOA.

Pursuant to the above-referenced common objectives, WisDOT and the Village of Germantown agree to the following:

Definitions:

"Traffic Signal Controller Parameters" (TSCP) shall mean typical traffic signal programming, as generally applied through traffic signal operation, including but not limited to coordination, maximum green time, minimum green time, gap/passage time, recalls including min recalls, non-locking memory, detector delays.

"Operations" shall mean, setting Traffic Responsive Parameters, progression decisions and monitoring performance of the Traffic Responsive signal system.

"Maintenance" shall mean ensuring continued operation of the Traffic Responsive system including activity and actions performed on or about the system.

This LOA will cover the following signal locations:

1. STH 175 (Appleton Ave) & CTH Q (County Line Rd)
2. CTH Q (County Line Rd) & Farm & Fleet Entrance
3. CTH Q (County Line Rd) & Buffalo Wild Wings Entrance
4. CTH Q (County Line Rd) & Rivercrest Drive
5. CTH Q (County Line Rd) & Division Rd
6. STH 175 (Appleton Ave) & Maple Rd

For each location, WisDOT and Germantown jointly agree to autonomous operation of the traffic responsive signal system as defined by agreed timing parameters. Installation and Maintenance of all equipment at each location will be the responsibility of the Village of Germantown.

Responsibilities of WisDOT

Establishing the Traffic Responsive Parameters, progression decisions and monitoring performance of the Traffic Responsive signal system.

Provision of all necessary Traffic Signal Controller Parameters to the Village of Germantown which shall be implemented by the Village of Germantown simultaneously with WisDOT implementation of the Traffic Responsive signal system.

Remote monitoring of the traffic signals where Traffic Responsive has been implemented.

Notice to the Village of Germantown of Traffic Responsive equipment failure requiring the Village of Germantown to revert traffic signal to pre-existing traffic signal controller program or settings.

Review and approval (or rejection or modification) of proposed changes by the Village of Germantown for Traffic Signal Controller Parameters.

WisDOT agrees to follow the Village of Germantown requirements for access with regard to general operating procedures associated with traffic signal access as provided to WisDOT from the Village of Germantown.

Provide minimum three (3) business days notice to the Village of Germantown of schedule to start running the system Traffic Responsive at any traffic signal location.

Minimum three (3) business days notice to the Village of Germantown of actual implementation of the Traffic Responsive Parameters.

Responsibility of the Village of Germantown

Programming of the WisDOT provided Traffic Signal Controller Parameters required for operating the system Traffic Responsive.

Normal maintenance and operation of the traffic signal.

Strict adherence to the Traffic Signal Controller Parameters provided by WisDOT for each traffic signal location.

Request to and approval from WisDOT for any changes to the Traffic Signal Controller Parameters and provision of verification of such changes to WisDOT within twenty-four (24) hours of completion of such programming.

In the event of an emergency requiring changes to a signal where WisDOT cannot be reached within a reasonable time, the Village of Germantown will continue efforts to notify WisDOT of the required emergency changes. Information regarding emergency changes made must be provided to WisDOT and

the Village of Germantown agrees to reverse such changes immediately upon termination of the condition or circumstance causing the emergency change and to notify WisDOT when such removal or termination is complete.

All diggers requests for all equipment including fiber.

Prompt notice to WisDOT Statewide Traffic Operations Center at 1-800-375-7302 regarding any functional or operations issue or question for any traffic signal covered under this LOA.

Other Information

The Village of Germantown will retain control and responsibility for all traffic signal operations prior to the start of running the Traffic Responsive system.

Any and all requirements regarding proprietary technology and/or equipment will remain in full force and effect as to such technology and/or equipment. In the event the Village of Germantown desires additional information regarding its responsibility, if any, in this regard WisDOT will provide such information.

This LOA will be in effect as of the last date signed below.

In the event either party to the LOA determines that in its reasonable judgment the operation of the Traffic Responsive system is unsatisfactory or is causing safety problems, the parties will work cooperatively to resolve the identified issues in a timely manner. In the event that every reasonable effort has been made to resolve the identified issues, and acceptable and satisfactory resolution cannot be achieved and it is agreed by the parties that satisfactory resolution cannot be achieved, this LOA may be mutually terminated. Any such termination shall be evidenced in writing specifying the nature of the issue unresolved and signed by the parties.

The municipality is responsible for notifying WisDOT of any Traffic Impact Analysis (TIA) that would change traffic patterns on CTH Q.

If there is a communication outage, WisDOT signals can be reached at 414-750-2605 during normal business hours. If the communication outage happens after hours, the WisDOT Statewide Traffic Operations Center can be reached at 1-800-375-7302.

This LOA may be amended by the written agreement of WisDOT and the Village of Germantown.

Nothing in this LOA shall limit or otherwise affect the sovereign immunity of the State of Wisconsin.

Agreed on behalf of the Village of Germantown

(Signature of authorized representative)

(Date)

Agreed on behalf of WisDOT

(Signature of authorized representative)

(Date)

Contacts:

WisDOT

STOC: 1-800-375-7302

[Municipality]

Business Hours Phone:

Dispatch:

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

MEETING DATE: June 3, 2015

AGENDA ITEM: New Business **G**

ITEM TITLE: Ordinance Repealing and Recreating Subsection 13.29(8) of the Germantown Code of Ordinances Relating to the Regulation of Private Sanitary Sewer Laterals

SUBMITTED BY: Daniel R. Ludwig, P.E, DPW Director
Brionne R. Bischke, P.E., Village Engineer 
Timothy Zimmerman, Wastewater Utility Superintendent

SUMMARY EXPLANATION:

1. Since the Milwaukee Metropolitan Sewerage District's (MMSD) Private Property Infiltration/Inflow (PPI/I) program's inception in Year 2010, the Village only used and expended \$65,599 of the \$885,615 available to date, leaving the significant \$820,016 remainder for use.
2. During the Public Works & Highway Committee's Apr. 7, 2015 meeting, the Committee affirmed its Sep. 6, 2011 action to "forward to the Village Board with a positive recommendation the Ordinance repealing and recreating Subsection 13.29(8) of the Germantown Code of Ordinances relating to the regulation of private sanitary sewer laterals".
3. During the Village Board's Apr. 13 and 20, 2015 meetings, several Board members and residents expressed heartburn over the proposed ordinance mandating inspections at a property's time of ownership transfer. A strikethrough version of the proposed ordinance is attached that presents what this ordinance would look like without this requirement.
4. Board members also debated during the Apr. 13 and 20, 2015 meetings whether this more-centralized, detailed ordinance would be more easily discoverable for and more educationally beneficial to Wastewater Utility users (e.g., developers, property owners), as compared to the existing ordinance fragments scattered through three different sections of the existing municipal code.

ATTACHMENTS:

1. Ordinance, strike-through version (9 pages)
2. Authority to test sewer laterals, John DeStefanis, former Village Attorney, June 4, 2008
3. Utility Advisory Committee May 21, 2015 meeting minutes excerpt (draft)

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

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to approve the ordinance repealing and recreating Subsection 13.29(8) of the Germantown Code of Ordinances relating to the regulation of private sanitary sewer laterals.

UTILITY ADVISORY COMMITTEE ACTION:

MOTION by Warren, seconded by Rehklau to recommend to Public Works & Highway Committee that they not approve recreating ordinance Subsection 12.29(8).

MOTION carried 4-0, 1 abstention. 4 in favor (Chair Warren, Members Hansen, Rehklau, Reichert). Member Goetter abstained.

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.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. ____-15

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

WHEREAS, the Village Board having previously adopted Section 10.065 of the Municipal Code of Germantown which regulates the lawn and yard maintenance requirement for certain properties within the Village; and

WHEREAS, the Village Board having determined that the maintenance requirements should apply to additional properties; and

WHEREAS, the Village Board having determined that the imposition of law and yard maintenance requirements promotes the health, safety and welfare of the Community;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I:

Section 13.29(8) of the Municipal Code of Germantown is hereby repealed as recreated to read as shown in the attached Exhibit A.

SECTION II:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III:

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

SECTION IV:

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

ORDINANCE NO. ____-15
Page 2

Introduced by _____ on March 30, 2015.

Adopted: March 30, 2015 Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Approved as to form:

Brian C. Sajdak, Village Attorney
Published: _____

Barbara Goeckner, Village Clerk

EXHIBIT A TO ORDINANCE NO. ____-15

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 that 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 that carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

Subdivider – shall mean a person, firm, corporation, partnership, or association that 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.
 - (F) As required by MMSD policy or rule.
- (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, or Village Board authorized subsidized cost-share program, 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 (60) 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 Works or their 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.~~

Comment [BS1]: To soften the impact, maybe limit it to laterals that are X # of years old and/or have had Y # of years between certifications?

- (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 of 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 2 business days 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 90 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 90 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.
- (2) 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

...Willkommen

OFFICE OF VILLAGE ATTORNEY

John L. DeStefanis
W175 N11081 Stonewood Drive, Suite 105
Germantown, WI 53022
262-253-1500 262-253-1523 Fax
attorney@johndestefanis.com

June 4, 2008

Trustee Art Zabel
Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337

Re: Authority to test sewer laterals

Dear Trustee Zabel

You have requested my opinion regarding whether the Village Code provides authority by which the Village may compel a landowner to conduct tests of a private sewer lateral for which there is reasonable cause to believe is structurally deficient and subject to inflow and infiltration.

In my opinion, this police power authority does exist. I would first cite §13.33, Germantown Code, which prohibits the discharge of storm water into the sanitary sewer system. Note, the plain language of the ordinance does not require that the discharge be intentional or knowing, but simply that it occur. Please note also that MMSD's rules and regulations are adopted by reference in §13.27, Code, and such clear water discharge into the sanitary sewer is also proscribed in the MMSD rules and regulations. Next, I direct consideration of §15.08 (6), Code. This subsection provides authority to conduct sewer lateral testing if it is reasonably suspected that an illegal clear water discharge is occurring. While this subsection lies within a section of the Code, the subject matter of which is primarily illicit drains of any kind or character above or below ground, which drain or discharge into a sanitary sewer, subsection (6) expressly states, in part:

If the Director of Public Works or his designated agent suspects an illegal clear water discharge, as defined by this Code or any other applicable provision of the Wisconsin Administrative Code.....he may...enter...

Page 2
June 4, 2008

In as much as the language specifies a discharge into the sanitary sewer which is illegal under any part of the Village Code, in my opinion, this is a proper nexus between the prohibition found in §13.33, and the ability to act provided in §15.08 (6). Code.

The proper procedure would be that the Village could permit the owner to do the testing at his expense if it wished, or if he declined or the Village determined not to permit the owner to do it, the Village would undertake to do the testing. If the owner resisted the Village's entry onto or underneath its property, if it were to be done via televising, the Village would seek a special inspection warrant from the municipal court pursuant to § 66.0119, Wisconsin Statutes.

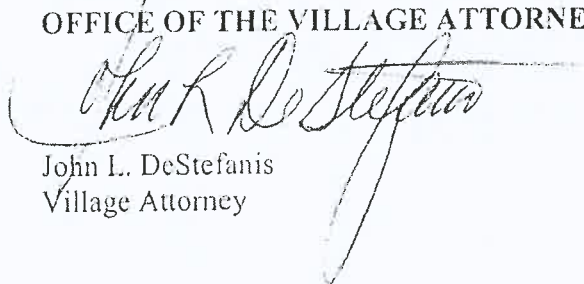
- ✕ It should be borne in mind that all of the above is premised upon the fact that the Village's personnel must have reasonable cause to believe that the illegal discharge is occurring, and be able to articulate why such belief has been arrived at. Thus, this will come into play only wherein the Village somehow discovers a leaky sewer lateral, perhaps only by accident.

This is in contrast to a more coordinated program of inspection of laterals which would be triggered and occur at specified times, such as sale, significant remodeling or addition projects, or other similar events. Such a program would not be triggered by any cause to believe that there is an existing problem with the lateral, but seeks to determine whether there is by mandating checks at the prescribed events.

I trust that this will assist you in evaluating existing and proposed ordinances.

Very truly yours,

OFFICE OF THE VILLAGE ATTORNEY



John L. DeStefanis
Village Attorney

1. Disconnect foundation drains
2. Cured in place lateral lining
3. Lateral grouting

They have used flow monitoring to verify best practices.

Chair Warren suggested that the discussion stick to the general agenda items, leaving detail of methods out.

V. Ordinance Repealing and Recreating Subsection 12.29(8) of the Germantown Code of Ordinances Relating to the Regulation of Private Sanitary Sewer Laterals

Village Engineer Bischke discussed history of ordinance and replacement of ordinance. Intent of revised ordinance is to confine the different ordinance issues into one section. The Village Attorney stated that the Village has current authority to require private lateral repairs. But the Village Attorney should review related to application to the optional program.

Chair Warren stated opposition to updated ordinance.

Village Engineer Bischke stated that a warrant is required to access the private property. New ordinance allows Public Works to repair private laterals without needing a warrant.

Member Rehklau questioned whether homeowners may be concerned with allowing Village staff to review and inspect private facilities.

Superintendent Zimmerman identified the 3 problem area, of approximately 300 homes

1. County line road to the south,
2. School road to the north
3. Gettysburg Drive

Member Rehklau inquired what the cost would be to repair laterals in the poor area. Superintendent Zimmerman stated that it would be approximately \$8,000 - \$10,000 for a lateral lining repair. MMSD allows the program to go forward and line additional laterals in that area.

Specific investigation has been done, so now the decision can be made regarding repair. Laterals have been located by GPS to aid in finding in the future.

MOTION by Warren, seconded by Rehklau to recommend to Public Works and Highway Committee that they not approve recreating ordinance Subsection 12.29(8)

4 in favor (Chair Warren, Members Hansen, Rehklau, Reichert). Member Goetter abstained.

MOTION carried 4-0, 1 abstention.

VI. Education and Outreach for a Private Property Infiltration/Inflow Project Plan

Village Engineer Bischke described that the Village has a location on the Village website for education and outreach regarding private property infiltration and inflow. For some projects Village staff goes door-to-door to educate regarding specific projects.

MOTION by Hansen, seconded by Reichert that staff provide a recommended method to educate the public regarding a potential PPI/I program implemented by the Village.

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

MEETING DATE: June 3, 2015

AGENDA ITEM: New Business **H**

ITEM TITLE: Education and Outreach for a Private Property Infiltration/Inflow Project Plan

SUBMITTED BY: Daniel R. Ludwig, P.E, DPW Director
Brionne R. Bischke, P.E., Village Engineer 
Timothy Zimmerman, Wastewater Superintendent

SUMMARY EXPLANATION:

1. Since the Milwaukee Metropolitan Sewerage District's (MMSD) Private Property Infiltration/Inflow (PPI/I) program's inception in Year 2010, the Village only used and expended \$65,599 of the \$885,615 available to date, leaving the significant \$820,016 remainder for use.
2. During its March 20, 2015 meeting, Village Board members expressed desire public education and outreach of the PPI/I program.
3. Education and Outreach could include a mailing to the Wastewater Utility's 5,911 users, handouts at Village Hall counters, and/or a posting on the Village's web site.
 - a. Brookfield Example: Brookfield mailed out the attached fact sheet and flyer. The DPW Director was inundated with telephone calls for a few weeks.
 - b. Brookfield provided their original MS-Word and MS-Powerpoint files and granted the Village permission to edit and use their templates.

ATTACHMENTS:

- Utility Advisory Committee May 21, 2015 meeting minutes excerpt (draft)

STAFF RECOMMENDATION TO COMMITTEE:

Modify the Brookfield fact sheet and flyer templates to incorporate Germantown's PPI/I program specifics.

UTILITY ADVISORY COMMITTEE ACTION:

MOTION by Hansen, seconded by Reichert that staff provide a recommended method to educate the public regarding a potential PPI/I program by the Village.

MOTION carried unanimously.

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.

1. Disconnect foundation drains
2. Cured in place lateral lining
3. Lateral grouting

They have used flow monitoring to verify best practices.

Chair Warren suggested that the discussion stick to the general agenda items, leaving detail of methods out.

V. Ordinance Repealing and Recreating Subsection 12.29(8) of the Germantown Code of Ordinances Relating to the Regulation of Private Sanitary Sewer Laterals

Village Engineer Bischke discussed history of ordinance and replacement of ordinance. Intent of revised ordinance is to confine the different ordinance issues into one section. The Village Attorney stated that the Village has current authority to require private lateral repairs. But the Village Attorney should review related to application to the optional program.

Chair Warren stated opposition to updated ordinance.

Village Engineer Bischke stated that a warrant is required to access the private property. New ordinance allows Public Works to repair private laterals without needing a warrant.

Member Rehklau questioned whether homeowners may be concerned with allowing Village staff to review and inspect private facilities.

Superintendent Zimmerman identified the 3 problem area, of approximately 300 homes

1. County line road to the south,
2. School road to the north
3. Gettysburg Drive

Member Rehklau inquired what the cost would be to repair laterals in the poor area. Superintendent Zimmerman stated that it would be approximately \$8,000 - \$10,000 for a lateral lining repair. MMSD allows the program to go forward and line additional laterals in that area.

Specific investigation has been done, so now the decision can be made regarding repair. Laterals have been located by GPS to aid in finding in the future.

MOTION by Warren, seconded by Rehklau to recommend to Public Works and Highway Committee that they not approve recreating ordinance Subsection 12.29(8)

4 in favor (Chair Warren, Members Hansen, Rehklau, Reichert). Member Goetter abstained.

MOTION carried 4-0, 1 abstention.

VI. Education and Outreach for a Private Property Infiltration/Inflow Project Plan

Village Engineer Bischke described that the Village has a location on the Village website for education and outreach regarding private property infiltration and inflow. For some projects Village staff goes door-to-door to educate regarding specific projects.

MOTION by Hansen, seconded by Reichert that staff provide a recommended method to educate the public regarding a potential PPI/I program implemented by the Village.

MOTION carried unanimously

Additional public comment by Holly Bastings was that public outreach door-to-door may not be the best use of staff time.

Art Zabel and Village Engineer Bischke noted that staff time for outreach is reimbursable by MMSD.

Village Engineer Bischke stated that staff does not campaign door-to-door for a project or issue, but educates homeowners regarding direct project/construction information.

VII. Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan

Village Engineer Bischke described past discussion regarding the pros and cons of the different cost sharing proportions. Concern is that residents that have paid fees to MMSD won't be able to realize benefits if the Village uses the funds at a faster pace, i.e. 100% paid by the Village.

Chair Warren stated concern that residents won't volunteer to do the work at a cost sharing distribution, knowing that it would cost thousands of dollars.

Member Hansen suggested option to implement a multi-phased approach where the homes with the worse laterals are focused on first with a voluntary program, then the next level of deficient laterals, and so on.

Village Engineer Bischke stated the MMSD could decide at any time whether to continue to fund the program. It's estimated that MMSD will continue to fund the program.

At this point any inspection would not be linked to a property transfer.

Member Rehklau suggested that a program be created focusing on the most risk, with a small proportional share of private payment.

Additional public comment by Holly Bastings was the money should go to the problem homes.

A homeowner outside of a study area may have a damaged lateral, and they may not be deemed eligible for repair by the Village, under MMSD guidelines. Member Goetter expressed concern that residents needing lateral repairs will not receive reimbursement when other Village residents are.

MOTION by Hansen, seconded by Rehklau to recommend to Public Works and Highway Committee that they create a Private Property Infiltration/Inflow Project Plan with the following parameters:

1. Program is for private homeowners
2. Staff to recommend a phased approach focusing on homes with most deficient laterals first, utilizing 80% of the funds available until the last year of fund availability, where there would be an approach in place to utilize the remaining funds.
3. Village pays 100% of the cost of the repair, to be reimbursed by MMSD.

MOTION by Warren, seconded by Goetter to amend parameter 1 as follows: "Program is for residential properties."

**PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: June 3, 2015

AGENDA ITEM: New Business **I**

ITEM TITLE: Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan

SUBMITTED BY: Daniel R. Ludwig, P.E, DPW Director
Brionne R. Bischke, P.E., Village Engineer 
Timothy Zimmerman, Wastewater Superintendent

SUMMARY EXPLANATION:

1. Since the Milwaukee Metropolitan Sewerage District's (MMSD) Private Property Infiltration/Inflow (PPI/I) program's inception in Year 2010, the Village only used and expended \$65,599 of the \$885,615 available to date, leaving the significant \$820,016 remainder for use.
2. During its Apr. 7, 2015 meeting, the Public Works & Highway Committee:
 - a. Affirmed and clarified the Village Board's May 16, 2011 action "to adopt the policy stating private lateral and other private property I/I remediation will be cost shared by the Utility with the utility portion to come out of the annual allocation with the following formula which was agreed to at the Public Works Committee – utility will cover 30% of the repair-rehabilitation costs and offer a 10 year loan program for the balance at 4% A.P.R. and funding of repairs shall not exceed current total allocation of \$209,376.00 or exceed successive years total allocation in the future"; and
 - b. Approved the practice that the Village fund 100% of the lateral situated in the right-of-way and that the 30%-70% formula be applied to the portion of the lateral situated in private property.
 - i. Example: For a typical 66' right-of-way with sanitary sewer centered in roadway and 50' typical home setback, this formula would result in 58% Village and 42% private property owner cost share proportion.
3. Perhaps it would simpler for utility users and the Village to develop a formula that would accommodate all right-of-way widths and zoning building setbacks.
 - a. Example: 50% Village and 50% private property owner
 - b. Example: 60% Village and 40% private property owner

ATTACHMENTS:

- Utility Advisory Committee May 21, 2015 meeting minutes excerpt (draft)

**PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

STAFF RECOMMENDATION TO COMMITTEE:

Establish a simpler cost share proportion formula for utility users and the Village.

UTILITY ADVISORY COMMITTEE ACTION:

MOTION by Hansen, seconded by Rehklau to recommend to Public Works & Highway Committee that they create a Private Property Infiltration/Inflow Project Plan with the following parameters:

1. Program is for private homeowners
2. Staff to recommend a phased approach focusing on homes with most deficient laterals first, utilizing 80% of the funds available until the last year of fund availability, where there would be an approach in place to utilize the remaining funds.
3. Village pays 100% of the cost of the repair, to be reimbursed by MMSD.

MOTION by Warren, seconded by Goetter to amend parameter 1 as follows: "Program is for residential properties."

AMENDMENT carried unanimously

AMENDED MOTION carries 4-2 (Chair Warren, members Hansen, Rehklau, Reichert in favor). Member Goetter opposed.

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.

STAFF FOLLOW-UP AFTER UAC MEETING:

On May 27, 2015, staff discussed UAC motion component #2 regarding its recommended phased approach with Pat of Musson who has performed several thousand of these lateral lining projects. Pat advised staff that the bulk of lateral lining costs is daily set-up. Pat advised that the greater the number of laterals along a single reach (i.e., manhole-to-manhole) daily set up, the cheaper the per capita lateral lining cost becomes. Pat fears that the UAC's recommendation will increasingly accelerate per capita lateral lining costs, which would force the Utility to expend funds at a greater rate and ultimately end up doing much less PPI/I reduction than it could by doing a neighborhood approach.

MOTION carried unanimously

Additional public comment by Holly Bastings was that public outreach door-to-door may not be the best use of staff time.

Art Zabel and Village Engineer Bischke noted that staff time for outreach is reimbursable by MMSD.

Village Engineer Bischke stated that staff does not campaign door-to-door for a project or issue, but educates homeowners regarding direct project/construction information.

VII. Cost-Sharing Proportions for a Private Property Infiltration/Inflow Project Plan

Village Engineer Bischke described past discussion regarding the pros and cons of the different cost sharing proportions. Concern is that residents that have paid fees to MMSD won't be able to realize benefits if the Village uses the funds at a faster pace, i.e. 100% paid by the Village.

Chair Warren stated concern that residents won't volunteer to do the work at a cost sharing distribution, knowing that it would cost thousands of dollars.

Member Hansen suggested option to implement a multi-phased approach where the homes with the worse laterals are focused on first with a voluntary program, then the next level of deficient laterals, and so on.

Village Engineer Bischke stated the MMSD could decide at any time whether to continue to fund the program. It's estimated that MMSD will continue to fund the program.

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A homeowner outside of a study area may have a damaged lateral, and they may not be deemed eligible for repair by the Village, under MMSD guidelines. Member Goetter expressed concern that residents needing lateral repairs will not receive reimbursement when other Village residents are.

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3. Village pays 100% of the cost of the repair, to be reimbursed by MMSD.

MOTION by Warren, seconded by Goetter to amend parameter 1 as follows: "Program is for residential properties."

Utility Advisory Meeting
May 21, 2015

AMENDMENT carried unanimously

AMENDED MOTION carries 4-1 (Chair Warren, Members Hansen, Rehklau, Reichert in favor).
Member Goetter opposed.

IX. NEXT MEETING DATE

No meeting date was set.

X. ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:55pm.

Jim Hansen, Recording Secretary

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

MEETING DATE: June 3, 2015

AGENDA ITEM: New Business J

ITEM TITLE: Donges Bay Road Construction Inspection

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

SUMMARY EXPLANATION:

Considering project complexities and the upcoming concurrent sequencing of DPW infrastructure projects, TID #6 projects, and private development projects, along with the upcoming retirement of the DPW Director and appointment of an Interim DPW Director, serious consideration for outsourcing construction inspection services for the Donges Bay Road project is warranted.

\$35,551.11	Himalayan Consultants
\$27,952.00	R.A. Smith National
\$44,620.00	Strand Associates

ATTACHMENTS:

1. Himalayan Consultants letter proposal
2. R.A. Smith National letter proposal
3. Strand Associates letter proposal

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to award a construction inspection services contract to R.A. Smith National for the Donges Bay Road project for an estimated fee of \$27,952.00.

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.



Himalayan Consultants, LLC

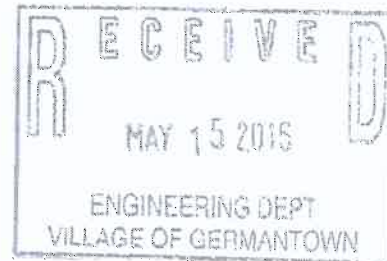
Engineers and Hydrogeologists

May 15, 2015

To: Mr. Brionne Bischke, P.E. – Village Engineer
Village of Germantown (Client)
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Proposal for Construction Engineering Services

Project: Donges Bay Road
Project 1409



Dear Mr. Bischke:

As requested, Himalayan Consultants, LLC (Himalayan) is submitting this cost proposal to assist the Village of Germantown with Construction Engineering Services during the Donges Bay Road rehabilitation between Division Road and Magnolia Drive.

SCOPE OF WORK

Construction Engineering

The construction schedule as provided by the Village of Germantown provides for a construction duration of 57 working days and does not include nights or weekends. This is a highly complex project with the major construction component being pulverization of the existing asphalt surface, excavation below subgrade, and multiple concurrent work operations. Himalayan Consultants, LLC would provide construction engineering services during the duration of the project. Services to be included are as follows:

- Preconstruction Meeting
- Weekly Construction Progress Meetings
- Daily Review of Traffic Control
- Daily Record of Contractor Operations
- Construction Field Engineering
- Item Quantity Measurement and Documentation
- Recommendations for Payment
- As-Built Drawings



Himalayan Consultants, LLC

Engineers and Hydrogeologists

Materials Testing

The contract plans identify the placement of approximately 9,500 TON of new base aggregate material to be placed during construction. Additionally, 753 LF of concrete curb and gutter and 160 SY of concrete sidewalk will be placed. The proposal includes sampling and testing the base aggregate material at 3,000 TON intervals to verify compliance with the specifications. Concrete would be tested once during each day of placement to verify compliance with the specifications. An aggregate summary report will be prepared noting material sampled, dates samples were taken, and whether the material passed. Supporting documentation included with the summary would include the individual sieve analysis that was completed for each aggregate sample. The concrete summary report prepared would identify the date and type of placement, concrete temperature, slump, and air content. Cylinders would also be cast and compression test results would be done at 28-Day strengths. The compression strength data would be included in the final concrete summary report.

COST ESTIMATE

The estimated cost (not to exceed) for the scope of work outlined above is as follows:

Total contract amount not to exceed.....\$ 35,551.11

- 40 hours for Project Manager
- 425 hours for Inspector
- Up to 5 aggregate sieve analysis tests
- Up to 5 concrete compression tests

A signed agreement is required to commence work.

DELIVERABLES

- Meeting minutes (electronic and/or hard copy)
- Daily engineer report (electronic and/or hard copy)
- Quantity documentation (electronic and/or hard copy)
- As-built drawings (PDF)
- Aggregate sample and test record
- Concrete sample and test record
- Materials verification record



Himalayan Consultants, LLC

Engineers and Hydrogeologists

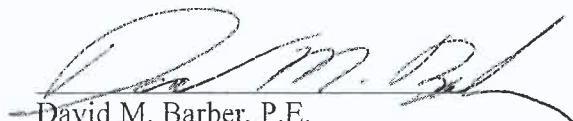
PROJECT START

Himalayan will initiate the Scope of Services in accordance with the project schedule immediately after your written authorization to proceed. Himalayan will complete the services within the time frame required per the Project schedule.

Himalayan greatly appreciates the opportunity to submit this cost proposal and looks forward to working with you in this and upcoming projects through their completion. If you have any questions regarding this Proposal, please call me at (262) 502-0066.

Regards,

HIMALAYAN CONSULTANTS, LLC



David M. Barber, P.E.
Project Manager

February 24, 2015

Mr. Daniel R. Ludwig, P.E.
Director of Public Works
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0334

Re: Proposal for Professional Services

Dear Mr. Ludwig:

Thank you for this opportunity to provide a quotation for construction professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME: Road Improvement Project
Project ID #1409
Donges Bay Road, Division Road to Pilgrim Road

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

R. A. Smith National, Inc. proposes to monitor the removal and replacement of the driveway culverts, the grading of the ditches, and pulverizing of existing pavement. We will work with the contractor to have the sub base of the road proof rolled to determine the limits of excavation below subgrade, EBS, monitor the excavation areas and collect tickets of material used to fills the EBS voids.

Electronic reports will be generated and forwarded to the Village on a daily basis via e-mail. The reports will include detailed information of the newly installed improvements listed above as well as information on resident's concerns and other issues encountered.

The Village will perform a preconstruction survey to photographically record existing conditions. In addition, the Village will monitor all activities associated with the project outside of the Description of Services to be performed by R. A. Smith National, Inc.

III. COMPLETION SCHEDULE:

Work is anticipated to be completed in 2015.

IV. PROFESSIONAL FEES:

The above-described services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. The primary representative on site during the installation of the improvements will be a Construction Technician supplied at a rate of \$84 per hour and a Construction Manager when required on the project is available at a rate of \$134 per hour.

The estimated cost to complete the above referenced activities is based on the contractor completing their activities in eight weeks or less and the site representative is needed on site an average of eight hours per day. The estimated fees are \$27,952. Usual and customary expenses such as mileage, postage, delivery, and applicable taxes are not included in the above fee, and will be invoiced at cost.

Deliver excellence, vision, and responsive service to our clients.

Mr. Daniel R. Ludwig, P.E.
Page 2 / February 24, 2015

V. ASSUMPTIONS AND CONDITIONS:

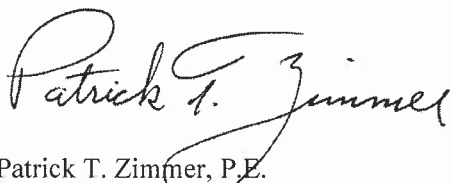
Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.

The attached Standard General Contract Terms for Professional Services are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign in duplicate and return one original to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.

A handwritten signature in black ink, reading "Patrick T. Zimmer". The signature is written in a cursive, flowing style.

Patrick T. Zimmer, P.E.
Director of Construction Services

Enclosures

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

R.A. Smith National

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.
2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.
3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.
4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.
6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.
7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.
8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.
9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.
10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Patrick T. Zimmer, P.E.
Director of Construction Services

PROFESSIONAL

By: Patrick T. Zimmer

Date: February 24, 2015

PROJECT: Donges Bay Road, Division Road to Pilgrim Road

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0334

CLIENT

By: _____

Printed Name: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/ facsimile is an authorized form of notice to proceed.

Title: _____ Date: _____

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Strand Associates, Inc.[®]
126 N. Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414-271-0771
(F) 414-271-8312

May 18, 2015

Mr. Brionne Bischke, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Request for Proposal (RFP) – Donges Bay Road Construction Inspection Services

Dear Mr. Bischke:

On behalf of Strand Associates, Inc.[®], we are pleased to submit this proposal for construction-phase services for the Donges Bay Road project between Division Road and Pilgrim Road.

Our understanding of the project is that the Village is solely interested in construction observation services. As such, items such as construction staking and production of construction record drawings are not included for the fee proposed.

The contractor's schedule included with the RFP identifies 57 working days. We anticipate that a total of 60 days may be required in order to account for meetings. Therefore, we propose a not-to-exceed fee of \$44,620 that will be billed out at an hourly rate plus expenses. If the Village feels that the number of days can be reduced, then the not-to-exceed fee will be less.

We look forward to working with the Village of Germantown. Please call if there are questions or if additional information regarding this submittal is needed. I will be out of the office the week of May 18th and you may contact Ben Wood, P.E., in my absence.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Bhupendra B. Bista, P.E.

9909975/BWW:mah