

**VILLAGE OF GERMANTOWN**  
**N112 W17001 MEQUON ROAD**  
**GERMANTOWN, WI 53022**

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **WEDNESDAY, May 11, 2016** \*\*\***5:30 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:** April 5, 2016
- 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. Update on Shallow Well Investigation - Discussion and/or Action
  - B. Grow Agreement for Trees – Discussion and/or Action
- VI. **NEW BUSINESS:**
  - A. Consideration of a Utility Credit – W179 N11725 Augusta Court
  - B. Consideration of a Utility Credit – W147 N9921 Rimrock Road
  - C. R.O.W. Ordinance – Regulation of Rights of Way – Discussion and/or Action
  - D. Petition by “The Glen” at Blackstone Creek Condominium Association Requesting Trash and Refuse Collection by Village of Germantown- Discussion and/or Action
  - E. Blanket Purchase Order Authorization – Adaptor Inc.
  - F. Blanket Purchase Order Authorization – HD Supply
  - G. Blanket Purchase Order Authorization – Ferguson Waterworks
  - H. Authorization to Purchase – Stop Gate Valves
  - I. Police Department Annex Renovation – Completion Report
  - J. Authorization to Contract – WDOT Salt Bid 2016/2017
  - K. Award of Contract – Seal Coat Projects
- VII. **NEXT MEETING DATE:** Set June, 2016 Meeting Date and Time
- VIII. **ANNOUNCEMENTS:**
- IX. **ADJOURNMENT:**

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

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

# PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

April 5, 2016  
Village Hall Board Room

**CALL:** Chm. Kaminski called the meeting to order at 5:30 p.m.

**ROLL CALL:** Chm. Kaminski, Trustee Members Miller, Warren (absent & excused), and Zabel. Also present were Director Ratayczak and Secretary Wick.

**PREVIOUS MINUTES:** MOTION made by Zabel, seconded by Miller to approve the minutes of March 1, 2016 & March 21, 2016.

Motion carried unanimously.

**PUBLIC COMMENT:** None

MOTION made by Miller, seconded by Zabel to move to Item "A" under NEW BUSINESS of the Public Works and Highway Committee Meeting agenda.

Motion carried unanimously.

**REPLACEMENT OF PRIVATE WELL PUMP – W204 N9767 LANNON ROAD:** Dir. Ratayczak explained extended well pumping as part of the shallow well investigation drew down the water elevation at a neighboring property approximately 1,000 feet from the test well sight. Residents Ron and Kathy Schneider informed the Village that their pump motor failed due to the drawdown of water at a depth of 33 feet causing the well to call for water. The Schneider's replaced and paid for the new pump and staff recommended reimbursement.

MOTION made by Zabel, seconded by Miller to approve payment to Ron and Kathy Schneider, W204 N9767 Lannon Road, in the amount of \$2,103.00 as reimbursement for damage to their private well pump due to the Village's shallow well site investigation extended pumping in January, 2016.

Motion carried unanimously.

**UPDATE ON SHALLOW WELL INVESTIGATION – DISCUSSION:** Greg Bolin of Foth Infrastructure & Environment gave an overview presentation updating the Committee on the shallow well investigation. The Committee was informed of the general criteria and historical maximum delivery rate with/without a large water user. In conclusion, the existing well supply was deficient if a large water user was considered. If the Village ignored the large water user, the Village was at a reliable surplus for now. The Village has to determine how to account for the large volume water user and future water demand. Mr. Bolin stated they were looking for a well with a shallow aquifer above a geologic formation. The other option would be to construct a well that penetrated the geologic formation at a depth of 1500-1600 feet. Foth Infrastructure would prefer to get water from the upper aquifer due to the following factors; initial cost, lower operating and maintenance costs, well drilling expense, and the water quality was generally better. Blending water from two wells, one shallow and one deep on the same site offers the greatest potential for good water quality at the lowest overall cost. If a shallow well cannot be developed, the fall back plan would be to construct a deep well only in the deep aquifer and treat

water necessarily.

Mr. Bolin gave a brief history on determining the test well locations with test borings. Two of the three test locations had little or no fractured bedrock. The contractor concentrated on the remaining location in which a pump was installed and tested for potential production capacity and water quality. The test location had a good possibility of producing 300-500 gallons per minute with proper construction and treatment. Water quality samples were taken and analyzed. As organic parameters were high yet not related to health, Foth Infrastructure thought if they extended the pumping test for a longer period of time, some of the water quality concerns would improve. Three days of continual pumping at 125 gallons per minute had impacted a private well. Before the discontinuation of pumping, additional samples were taken and found the aesthetic water quality parameters improved substantially. Also discussed were the economics of blending two wells, one from each aquifer, which would provide cost savings of initial capital and operation and maintenance. It would take approximately two years to put a new well on line and never too early to acquire the next well site and obtain regulatory approvals. Foth Infrastructure had recommended the following:

1. They are done investigating their shallow well exploration activities. Foth believes they have a good location at Test Bore #1 for future development.
2. At this time do not develop a shallow well at Test Bore #1; however, acquire land around Test Bore #1 to enable permanent well construction at a future date.
3. Acquire a site at least  $\frac{3}{4}$  acre on which a new deep sandstone well can be constructed. The site should be located south on those lands closest to existing water mains and sanitary sewer.

Discussion included:

- A well is designed to meet maximum day usage with the largest well user. Recharge and recovery of these wells are usually pretty quick.
- Chm. Kaminski questioned the large well user and looked for an update as to their direction. Mr. Bolin stated the Village's system was good for now but dependent on the growth the Village experienced. Chm. Kaminski noted the development of TID #6 within the next couple of years and the additional burden on the system. Mr. Bolin stated the numbers show if you disregarded the highest user right now, the Village had a well surplus of 300,000 to 400,000 gallons per day. This information is based on all wells running continuously. There was no way to determine at this point in time the effects of the TID #6 development.
- Trustee Zabel stated the Village did not test one of the fracture points in SE quadrant of TID #6. He believed this may be a site the Village wanted to look at. He understood this location was not tested due to possible conflicts with future building of TID #6. Dir. Ratayczak added there was a projected client that was to build in the area of the fracture and therefore the site was removed from testing. TID plans have changed since that time. Staff will research with the current layout. Mr. Bolin asked the Committee to keep in mind when acquiring and developing a well site you must develop a wellhead protection plan which gives control on development and construction of infrastructure within a certain distance around the well site.

In closing Chm. Kaminski requested staff to investigate the well site in TID #6 to see if it was a viable site based on the new grading plan and asked staff to provide the Committee with an update on the largest water user.

Dir. Ratayczak reported the largest water user put their private well back online two months ago. The user had completed a thorough investigation of items that may have been causing their well to fail safe water testing. Results found everything was intact in the well even though testing gave a false positive. The well was rebuilt and put back on line with the permission from the WDNR & State Agricultural controlling entities. If the well stays on line for the next 6-8 months, the assumption will be that the large user solved their issue of keeping the well online. The following comments were made:

- Investigate the potential for a well site now;
- Plan Commission should update the Land Use Plan so the well protection areas are noted;
- The Shallow Well and Deep Aquifer Well will be constructed per DNR Code in two separate aquifers. As there is no communication between the two wells, the distance was not critical;
- There is no need for another tower. The lack of storage does not make up for well capacity.
- Most of the Community has been searched for shallow well locations;

**DISCUSSION – GROW AGREEMENT FOR TREES:** Supt. Olszewski requested input on possibly entering into a “Grow Agreement” with Johnson’s Nursery. The Emerald Ash Bore invasive species was found in Germantown in 2015. In the span of the next three years approximately 300 trees will be removed. Issues impacting Germantown today and in the future included an increased demand for municipal type trees. For budgeting purposes, staff suggested entering into the potential of a “Grow Agreement”. This agreement would allow a customer to choose the species of trees wanted and the nursery would grow those trees specifically for the customer. This agreement would be at a fixed cost and would guarantee availability. Supt. Olszewski reported a 2016 budget of 60 tree replacements. This quantity will be requested for the next three years.

Chad Johnson, owner of Johnson Nursery, stated a number of other communities were participating in the Grow Agreement. Agreements range from 3 to 5 years. Its benefit is guaranteeing the type of plant the community wants at the time the community wants it at a price that is known for years out. The cost of the Grow Agreement is for plant material. Labor to plant the trees can be completed by community staff or bid out.

Supt. Olszewski reported 10 proposals were sent to various landscape firms in which 4 responded. Only 2 of the 4 bids were able to meet the species of trees asked for in the proposal. Due to environmental restrictions along the Pilgrim Road corridor, staff needed to be more restrictive in the type of trees they were searching for. In the municipal market there will be a large demand on the supply of trees. The tree growing process can take up to 12 years to reach a 2” caliper tree. If the Village is requesting 60 trees that take 12 years to grow and the Village wants them in 2 years, the Grow Agreement depicts the number of trees at a certain size at a certain time and be charged accordingly at today’s price.

Committee comments;

- Nursery to supply unit cost of trees;
- Estimated 30% cost savings with the Grow Agreement;
- Trees to become a commodity due to infestation; Regional demand will increase;

- There is an upfront payment of approximately 25-33% of the unit price of each tree which is non-refundable. This payment locks in the price for the tree. The Village will notify nursery when they want to take delivery of the tree;
- Planting costs are not available at this time;
- No warranty on trees if not planted by Johnson's Nursery;
- Chm. Kaminski requested staff provide replacement percentage and the cost to have the contractor plant the trees in order to obtain a tree warranty for at least one year.

**AUTHORIZATION TO CONTRACT – TREE REPLACEMENT PROJECT:** Supt. Olszewski received four proposals for the replacement of trees as part of the emerald ash bore initiative. Staff worked with Wachtel Tree Service who helped with contract documents and recommended 10 landscapers to send requests for proposals. Only two of four proposals could meet the specifications of the contract documents. Staff recommended contracting Century Landscaping to provide 60 trees and the planting thereof. The Committee was provided with a written summary as told by Arborist John Gall who reviewed all contract submittals and offered his recommendation on the best fit for what the Village was looking to accomplish with plantings in 2016. Trees will be inspected upon delivery and will have a one year warranty.

**MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation authorizing staff to contract Century Landscaping in the amount of \$23,631.25 for the replacement of approximately 60 Village trees that had been removed as part of the Village's Emerald Ash Bore initiative. Funds to be allocated from Acct. #10-553-530-5290.**

**Motion carried unanimously.**

**AUTHORIZATION TO CONTRACT – REPLACEMENT OF GARAGE DOORS – DPW:** Supt. Olszewski obtained quotes from three area contractors for the full replacement of six garage doors and a partial repair of three garage doors at the Department of Public Works. Quotes ranged from \$25,132.30 to \$37,071.00. At the time of the door assessment, the scope of the project was for three full door replacements and 4 partial replacements. Staff had then noted issues with the wash bay garage door in which Door Master Door Co.'s approach would allow expansion to the scope of the project and still stay near budget. Staff had the project rebid to determine fair comparisons. Supt. Olszewski recommended contracting with Door Master based on their input to consider upgrading the wash bay door and believed in the long run more would be accomplished and yet remain within the budgeted amount. Discussion followed with the Committee agreeing it was a fair choice to contract Door Master Door Co.

**MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing staff to contract Door Master Door Co. in the amount of \$25,675.00 to furnish labor and materials for garage door repairs and replacements at the Department of Public Works. Funds allocated from Acct. #10-519-570-8242.**

**Motion carried 2 -1 (Zabel)**

**AUTHORIZATION TO CONTRACT – REPAIR OF SOFFIT AND FASCIA – P.D. GARAGE:** Supt. Olszewski obtained three proposals ranging from \$3,990 to \$20,700 for the removal and repair of the Police Department garage fascia and soffit.

**MOTION made by Zabel, seconded by Miller authorizing staff to contract Integrity roofing at a cost not to exceed \$5,000.00 for the repairs to the soffit and fascia at the Police Department garage.**

**Motion carried unanimously.**

**AUTHORIZATION TO PURCHASE – TRACTOR WITH BROOM AND BLADE:** Supt. Olszewski reported the 2016 Highway Capital Budget included funding for the purchase of a new tractor with broom and blade. Quotes were solicited from three distributors ranging from \$73,016.55 to \$73,697.00. Further discussion was held on the operation of the equipment and its uses.

**MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing the purchase of a new 2016 – 5075M John Deere with MB 96” front broom and Rhino 950 Rear Blade from Mid-State Equipment Jackson for an amount not to exceed \$73,016.55. Funds to be allocated from Acct. #40-542-570-8530.**

**Motion carried 2-1(Zabel)**

**AUTHORIZATION TO PURCHASE – USED VEHICLE FOR ENGINEERING DEPT. INSPECTOR:** Dir. Ratayczak reported the 2016 Engineering Capital Budget included funding for the purchase of a used vehicle to replace an existing vehicle that had become costly to repair. Upon Committee and Board approval, staff will search the internet for a used vehicle suitable for construction sites.

**MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing the purchase of a used vehicle for the Engineering Department Inspector for an amount not to exceed \$17,000.00. Funds to be allocated from Acct. #10-541-570-8100.**

**Motion carried 2-1 (Zabel)**

**APPROVE 2015 WI DNR MS4 ANNUAL REPORT:** Civil Engr. Eric Bartlein presented for review the 2015 MS4 Annual Report. The Village is required to prepare and file an annual report pursuant to the WI Administrative Code-Department of Natural Resources-Chapter NR216. The report summarizes storm water related activities to include SWEET water funding, testing of certain outfalls throughout the Village that might be slightly suspect to illicit discharge, reporting recycled oil quantities, street cleaning hours of operation, catch basin replacements, salting operations, and projects.

**MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve the 2015 WI DNR MS4 Annual Report and authorize signature by the Village President for submission to the WDNR.**

**Motion carried unanimously.**

**NEXT MEETING DATE:** The next Public Works and Highway Committee meeting will be held Wednesday May 4, 2016 at 5:30 p.m.

**ANNOUNCEMENTS:** The Public Works and Highway Committee meeting dates through August and possibly September will be held on the first WEDNESDAY of the month unless otherwise noted at the meeting.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:03 p.m.

A handwritten signature in cursive script, appearing to read "Janice Wick", written in dark ink.

Janice Wick, Recording Secretary

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

MEETING DATE: May 11, 2016

AGENDA ITEM: Unfinished Business **A**

ITEM TITLE: Continue Discussion on Shallow Well Investigation

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

At the last PWHC meeting staff was directed to return at the next PWHC meeting with additional information regarding the potential shallow well sites located in TID #6 Phase I. The attached drawing indicates the well site locations along with the final approved roadway, ponds and Lot locations.

See attached letter from Greg Bolin of Foth Infrastructure & Environment, LLC which continues the information regarding the current status of the Villages water capacity and the future need for increasing the water capacity of the Village's water supply. Greg will be available for questions.

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER   x   \_\_\_\_\_  
Letter from Greg Bolin, Foth Infrastructure & Environment, LLC  
Drawing indicating shallow well sites in TID #6 Phase I

RECOMMENDATION:

Staff recommends the start of a search for a future deep well site location. Staff is looking at the PWHC for recommendation as to the next steps to plan for increasing the water supply capacity of the Village.

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.



## Memorandum

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Foth Infrastructure & Environment, LLC  
Lincoln Center II • 2514 South 102<sup>nd</sup> Street, Suite 278  
West Allis, WI 53227  
(414) 336-7900 • Fax: (414) 336-7901  
www.foth.com

May 4, 2016

TO: Public Works and Highways Committee, Village of Germantown

CC: Larry Rataczyk, P. E., Director of Public Works; Jim Driver, Water Utility Superintendent

FR: Greg Bolin, P. E., Foth Infrastructure

RE: Water Utility Existing Well Supply and Recommended Supply

At the committee meeting on April 5, 2016, a discussion took place regarding the status of the shallow well site investigation. Foth provided a presentation on the status and recommended next actions. Among the recommendations was to acquire a site on which a new deep aquifer well can be constructed, and to proceed with engineering design and approvals for the new well.

Questions arose regarding the timing of the need for a new well. As discussed at the meeting, the need for additional well supply is based on the historical maximum water use provided by the utility in any single day. This maximum use occurs during the summer when there has been little rain, and significant lawn watering is occurring. Well sources should be able to supply the maximum day water use with the largest producing well out of service. This approach accounts for the possibility of pumping equipment failures occurring during the time of maximum use. To limit wear and tear on pumping equipment, and to provide an opportunity for the water table in the wells to recover, the combined output of the other wells should exceed the maximum day use while operating not more than 18 to 20 hours per day.

Based on the above approach, the supply capacity of the village's existing wells is, at best, about 3.85 million gallons per day. The historical maximum day water usage experienced by the village is about 4.7 million gallons per day, occurring in 2014. This maximum includes water supplied to a "high volume customer". As you know, this customer has its own well, which is used at times to provide water needed for its production operations. The maximum day water usage experienced by the village without the demands of the "high volume customer" is about 4.1 million gallons per day.

From the above data, the village's existing well supply is currently deficient by at least 250,000 gallons per day. This deficiency does not include the demands attributable to the

“high volume customer”. If these demands are considered, the current deficit in the village’s well supply is about 850,000 gallons per day. These deficiencies point to the need for the village to act as soon as possible to acquire a new well site, and design and construct a new well and pumping station facility.

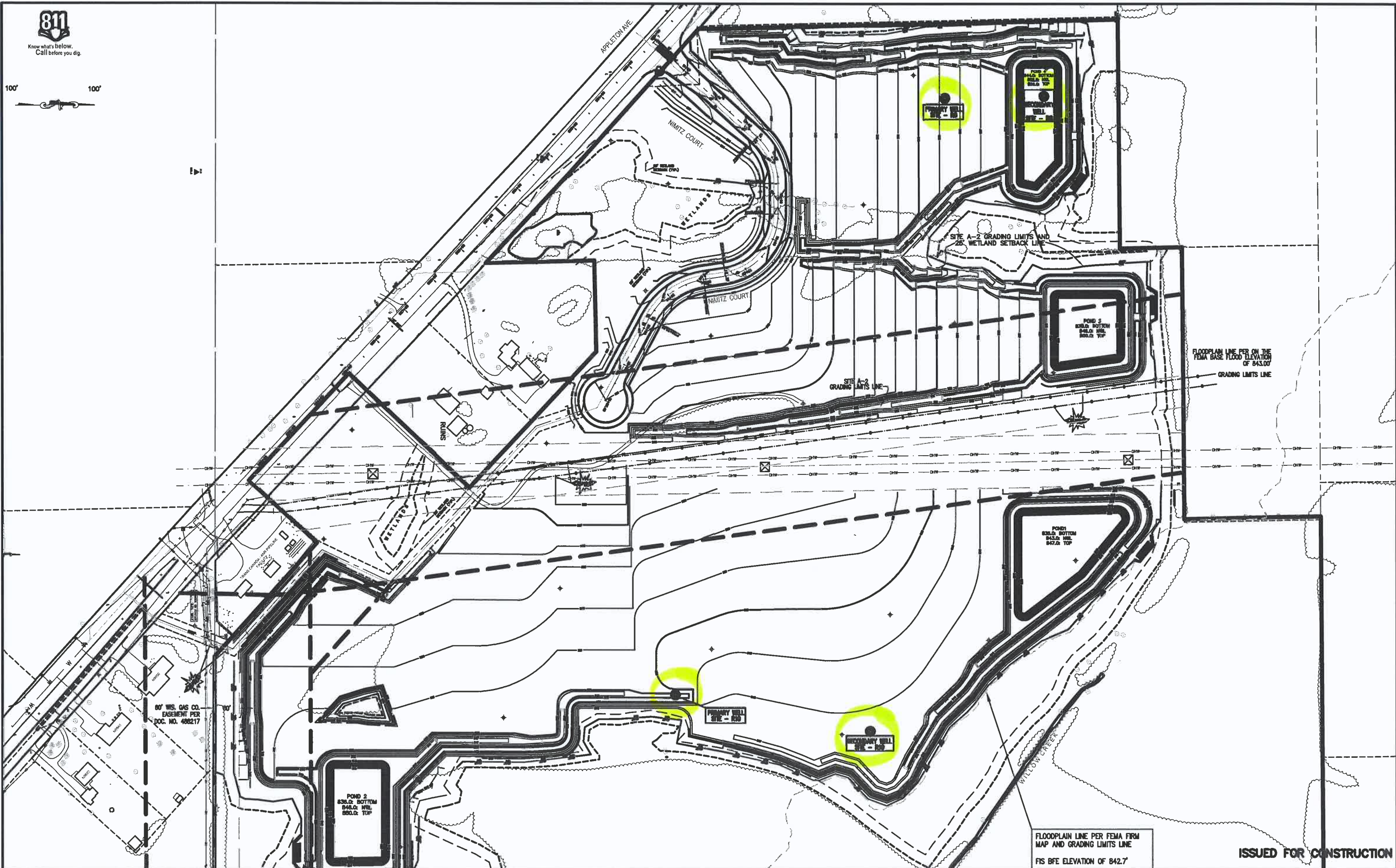
You may recall from the meeting on April 5 that Foth recommends ending shallow well site exploration activities. This is because test pumping of a shallow boring (TB1) indicated the potential of adversely affecting nearby private wells. Because of this, constructing a shallow well at TB1 is not considered feasible at this time. Therefore, Foth recommends acquiring a site on which a new deep sandstone aquifer well can be constructed. The site should be located south of TB1 near County Line Road, close to existing water mains and sanitary sewer. The site should be at least  $\frac{3}{4}$  acre with a minimum dimension of about 120 feet.

Keep in mind that it typically takes at least two years from the time a decision is made to acquire a well site and construct a new pumping facility, to actually pumping water from this new facility. Therefore, the village’s well supply will continue to be deficient for at least two years, even if the decision is made soon to proceed.



Know what's below.  
Call before you dig.

100' 100'



| REVISION | DESCRIPTION | DATE | BY | SURVEY BY   | DATE      |
|----------|-------------|------|----|-------------|-----------|
|          |             |      |    | AIR-LAND    | 4/18/14   |
|          |             |      |    | DRAWN BY    | DATE      |
|          |             |      |    | RCB         | 4/8/16    |
|          |             |      |    | DESIGNED BY | DATE      |
|          |             |      |    | APPROVED BY | DATE      |
|          |             |      |    | FOTH        | 7/29/2014 |

WILLOW CREEK BUSINESS PARK  
POTENTIAL WELL SITE MAP  
VILLAGE OF GERMANTOWN, WIS.

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE.

THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

CADFILE

ENGINEERING  
DEPARTMENT  
Village of  
**Germantown**  
...Willkommen

PROJECT NUMBER  
**1406-A**

SHEET NUMBER  
**1G**

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

MEETING DATE: Wednesday May 11, 2016

AGENDA ITEM: Unfinished Business **B**

ITEM TITLE: Discussion Grow Agreement for Trees

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

As part of the Village's EAB imitative staff is recommending entering into a grow agreement with Johnson's nursery. This topic has been discussed at previous Committee meetings and staff has been directed to get more information. Last year approximately 150 trees were removed on Pilgrim road alone. Over the next 2 years the Village will be removing approximately 150 additional ash trees from parks, r.o.w, and building green spaces. The 2016 and 2017 replanting efforts will be focused on Pilgrim (approximately 120 trees). The trees that would be part of the 2017 and 2018 grow agreements would be available in 2021-2022. For the 3 years from 2018-2020 the "thought" is we would be assessing the die off from EAB and planning the replanting locations. Those areas are anticipated to be more spread out than the concentrated efforts along Pilgrim.

The 2 main advantages for a Grow Agreement are locking in a price for the trees at 2017/2018 prices and insuring available stock at the time of replanting. One negative is a lack of warranty. The trees would only be warrantied if Johnson's would also plant the trees.

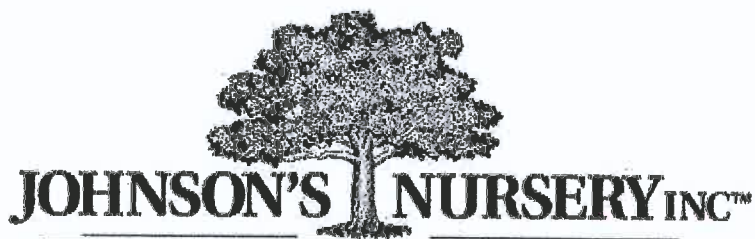
ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER   x  

RECOMMENDATION:

Staff would recommend entering into grow agreements with Johnson's nursery in 2017 and 2018. This topic does not need to be acted upon right now and can be part of the budget discussions for the respective years. If Committee does NOT wish to pursue this endeavor staff will use that information and redirect efforts and adjust accordingly.

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.



W180 N6275 Marcy Road, Menomonee Falls, WI, 53051  
Phone: (262) 252-4988 \* Fax: (262) 252-4495

| Quote     |             |          |
|-----------|-------------|----------|
| Date      | Page        | Number   |
| 4/18/2016 | Page 1 of 1 | QO-19911 |
| Job ID    |             | Dept.    |
|           |             | WH       |

**Bill To:**

Village of Germantown  
Attn: Mark Schroeder  
N112W17001 Mequon Road  
Germantown, WI 53022

**Ship To:**

Village of Germantown  
N112W17001 Mequon Road  
Germantown, WI 53022  
Ph. (262) 250-4715

| Quote For             |                            | PO Number          | Prepared By     | Terms       | Ship Date  | Ship Via       |
|-----------------------|----------------------------|--------------------|-----------------|-------------|------------|----------------|
| Village of Germantown |                            | Contract Grow 2017 | Vanessa Mueller | Net 30 Days |            | Men Falls Pick |
| Product ID            | Description                | Size               |                 | Qty         | Unit Price | Total          |
| 0330TJ                | Kentucky Coffeetree        | 2" CALIPER         |                 | 20          | 184.00     | 3,680.00       |
| 0765TJ                | Chicagoland Hackberry      | 2" CALIPER         |                 | 20          | 184.00     | 3,680.00       |
| 0830TJ                | State Street™ Miyabe Maple | 2" CALIPER         |                 | 20          | 177.00     | 3,540.00       |
|                       |                            |                    |                 |             |            | 10,900.00      |

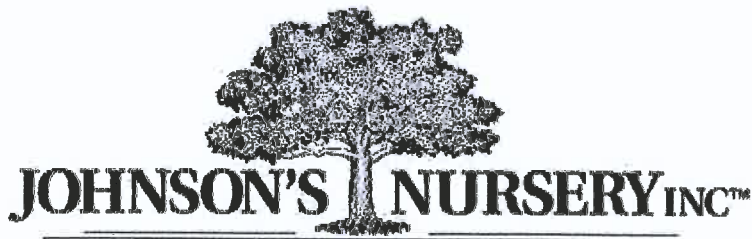
**Comments:** Tree should be ready at a 2021

**Subtotal:** \$10,900.00  
**Tax:** \$0.00  
**Freight:** \$0.00  
**Total:** **\$10,900.00**

Quote Valid for 60 days.

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



W180 N6275 Marcy Road, Menomonee Falls, WI, 53051  
Phone: (262) 252-4988 \* Fax: (262) 252-4495

| Quote     |             |          |
|-----------|-------------|----------|
| Date      | Page        | Number   |
| 4/18/2016 | Page 1 of 1 | QO-19914 |
| Job ID    |             | Dept.    |
|           |             | WH       |

**Bill To:**

Village of Germantown  
Attn: Mark Schroeder  
N112W17001 Mequon Road  
Germantown, WI 53022

**Ship To:**

Village of Germantown  
N112W17001 Mequon Road  
Germantown, WI 53022  
Ph. (262) 250-4715

| Quote For             |                       | PO Number          | Prepared By     | Terms       |     | Ship Date  | Ship Via       |           |
|-----------------------|-----------------------|--------------------|-----------------|-------------|-----|------------|----------------|-----------|
| Village of Germantown |                       | Contract Grow 2018 | Vanessa Mueller | Net 30 Days |     |            | Men Falls Pick |           |
| Product ID            | Description           |                    |                 | Size        | Qty | Unit Price | Total          |           |
| 0844TJ                | Autumn Fantasy® Maple |                    |                 | 2" CALIPER  | 20  | 177.00     | 3,540.00       |           |
| 0860TJ                | Accolade™ Elm         |                    |                 | 2" CALIPER  | 20  | 176.00     | 3,520.00       |           |
| 0890TJ                | Triumph™ Elm          |                    |                 | 2" CALIPER  | 20  | 176.00     | 3,520.00       |           |
|                       |                       |                    |                 |             |     |            |                | 10,580.00 |

Comments: Tree should be ready at a 2021

**Subtotal:** \$10,580.00  
**Tax:** \$0.00  
**Freight:** \$0.00  
**Total:** \$10,580.00

Quote Valid for 60 days.

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

## VILLAGE OF GERMANTOWN - EAB INITIATIVE

2015 - 2018 PLAN - August 19, 2015

### CURRENT ASH STATISTICS IN GIS

Total Ash = 759

Inventoried to date = 531

Projected for Treatment = 283

Projected for removal = 248

### TREATMENTS

All viable ash to be treated with Emamectin benzoate - Trunk Injection

Treatment is 98% effective according to published research

Applied from leaf on throughout growing season; Effective for 2 years

#### Fall 2015

| DBH Range | # of Trees | Total DBH Inches | Unit Price | Treatment Total |
|-----------|------------|------------------|------------|-----------------|
| 4" - 27"  | 163        | 1958             | \$5.00     | \$9,790.00      |

Parks and Village Hall Complex

#### Summer 2016

| DBH Range | # of Trees | Total DBH Inches | Unit Price | Treatment Total |
|-----------|------------|------------------|------------|-----------------|
| 4" - 28"  | 120        | 1347             | \$5.50     | \$7,408.50 est. |

Mequon and Pilgrim Roads, Public Works Complex

### REMOVALS - DPW Staff (winter season)

| Timeframe     | # of Trees | Parks/Pub. Prop. | Streets    |
|---------------|------------|------------------|------------|
| 2015-2016     | 61         | 44               | 17         |
| 2016-2017     | 119        | 68               | 51         |
| 2017-2018     | 68         | 31               | 37         |
| <b>TOTALS</b> | <b>248</b> | <b>143</b>       | <b>105</b> |

### CONTRACTED REPLACEMENT PLANTINGS - Projected Cost per year

Unit price includes: 2" caliper tree, installation, mulching and initial watering

| # of Trees | Unit Price    | Planting Total     |
|------------|---------------|--------------------|
| 60         | ave. \$400.00 | <b>\$24,000.00</b> |

### PROJECT ADMINISTRATION - \$15,000.00 - annual estimate

Includes: specification preparation, GIS queries, routing, tree marking, preconstruction meetings, periodic inspection and GIS data update

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

MEETING DATE: May 11, 2016

AGENDA ITEM: New Business

**A**

ITEM TITLE: Consideration to Adjust 1st Quarter Sewer & Water Invoice for Tatum Wiley

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

Tatum Wiley resides at W179 N11725 Augusta St. Tatum Wiley brought this to the Villages attention by an email dated April 1, 2016. The resident described finding a large discrepancy in the water billings and believes the reason to be the result of a broken outside faucet that was running for an unknown amount of time during that winter months. Since then she has shut the inside valve to the outside faucet and a recheck of her volume indicates the return to normal historic usage. There were actually two (2) higher than average consumption quarters but Tatum is only requesting a look back at the last quarter (1<sup>st</sup> quarter of 2016)

Normal average water usage for the past 6 Quarters is 14,330 gallons for 2014 & 2015. The water use for the 1st Quarter of 2016 was 61,000 gallons. The over average use was 46,670 gallons. The cost for the over average water use is \$2.29/1,000 gallons times 46,670 gallons or \$106.87. The cost for the over average sewer use is \$6.913/1,000 gallons times 46,670 gallons or \$322.63.

ATTACHMENT: ORDINANCE\_\_\_\_\_ RESOLUTION\_\_\_\_\_ OTHER X

Email from resident

RECOMMENDATION:

Staff is looking to the Public Works Committee for direction with regard to allow a reduction in the 1<sup>st</sup> Quarter of 2016 sewer & water invoice for Tatum Wiley, W179 N11725 Augusta St.

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.

DATE RUN: 04/06/16  
TIME RUN: 09:16:14  
ID: UB340000.WOW

VILLAGE OF GERMANTOWN  
UTILITY BILLING ACTIVITY

PAGE 1

FROM DATE: 12/01/2013  
TO DATE: 04/06/2016

| DATE                      | ACTIVITY DESCRIPTION                     | READ TYPE              | QUANTITY | AMOUNT   |
|---------------------------|------------------------------------------|------------------------|----------|----------|
| 0021100600-00 TATUM WILEY |                                          | W179 N11725 AUGUSTA CT |          |          |
| 09/30/14                  | WATER                                    | ACT                    | 23       | 65.89    |
| 09/30/14                  | SEWER                                    | ACT                    | 23       | 149.50   |
| 10/22/14                  | PENALTY ON 09/30/14 BILLING              |                        |          | 2.15     |
| 11/20/14                  | ADJUSTMENT: TXW PAST DUE WATER PLACED ON |                        |          | 66.54-   |
| 11/20/14                  | ADJUSTMENT: TXS PAST DUE SEWER PLACED ON |                        |          | 151.00-  |
| 12/30/14                  | WATER                                    | ACT                    | 9        | 34.81    |
| 12/30/14                  | SEWER                                    | ACT                    | 9        | 92.94    |
| 01/20/15                  | PAYMENT: CK CHECK                        |                        |          | 129.03-  |
| 03/31/15                  | WATER                                    | ACT                    | 8        | 33.59    |
| 03/31/15                  | SEWER                                    | ACT                    | 8        | 95.31    |
| 04/09/15                  | PAYMENT: CC ONLINE                       |                        |          | 127.62-  |
| 06/30/15                  | WATER                                    | ACT                    | 9        | 35.88    |
| 06/30/15                  | SEWER                                    | ACT                    | 9        | 102.23   |
| 07/20/15                  | PAYMENT: CC ONLINE                       |                        |          | 138.11-  |
| 09/30/15                  | WATER                                    | ACT                    | 9        | 35.88    |
| 09/30/15                  | SEWER                                    | ACT                    | 9        | 102.23   |
| 10/26/15                  | PAYMENT: CC ONLINE                       |                        |          | 139.49-  |
| 10/27/15                  | PENALTY ON 09/30/15 BILLING              |                        |          | 1.38     |
| 12/30/15                  | WATER                                    | ACT                    | 28       | 79.39    |
| 12/30/15                  | SEWER                                    | ACT                    | 28       | 233.57   |
| 01/22/16                  | PENALTY ON 12/30/15 BILLING              |                        |          | 3.13     |
| 01/29/16                  | PAYMENT: CC ONLINE                       |                        |          | 316.09-  |
| 03/31/16                  | WATER                                    | ACT                    | 61       | 154.96   |
| 03/31/16                  | SEWER                                    | ACT                    | 61       | 461.70   |
| BALANCE:                  |                                          |                        |          | 616.66 * |

Ave from 9/30/14 → 12/30/16 → 14.33  
3/31/16 Invoice → 61.00

Difference → 46.67

overage use → 46.67

overage cost:

Water: 46.67 x \$2.29

Sewer: 46.67 x \$6.913

⇒ \$106.87

⇒ \$322.63

\$429.50

## Lawrence Ratayczak

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**From:** Tatum Wiley [twiley43@hotmail.com]  
**Sent:** Friday, April 01, 2016 2:39 PM  
**To:** Lawrence Ratayczak  
**Subject:** Utility Bill

Hello Larry -

I am writing to see if there is anything you can do to adjust the total utility bill for service dates 12/14/15-3/11/16. The total due amount is \$616.66, which I believe is a result of a broken outside faucet that was running for an unknown amount of time during the winter months. You will see that last quarter (09/14/15-12/14/15) was high as well, which I believe now was also related, but am not trying to recoup anything for that quarter. I have shut the valve off to the outside faucet, which has seemed to resolve the issue per my discussion with Val in the billing office as she said we are now running at our normal consumption rate.

Thank you in advance for your consideration and please let me know if you need any additional information.

Tatum Wiley

414-491-5842 

By the way, Val in the billing office was extremely helpful as she took time to explain what could be causing the increase. Val would be someone I would want to represent my department! Very knowledgeable and friendly.

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

MEETING DATE: May 11, 2016

AGENDA ITEM: New Business **B**

ITEM TITLE: Consideration to Adjust 4th Quarter Sewer & Water Invoice for  
Diana Beilfuss

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

Diana Beilfuss resides at W147 N9921 Rimrock Road. Diana Beilfuss brought this to the Villages attention by a telephone call to the Director of Public Works and the finance clerk. The resident described finding a large discrepancy in the water billings and ties the reason to a faulty water meter.

Normal average water usage for the 4<sup>th</sup> Quarter is 29,000 gallons for 2013 & 2014. The water use for the 4<sup>th</sup> Quarter of 2015 was 75,000 gallons. The over average use was 46,000 gallons. The cost for the over average water use is \$2.29/1,000 gallons times 46,000 gallons or \$105.34. The cost for the over average sewer use is \$6.913/1,000 gallons times 46,000 gallons or \$318.00.

ATTACHMENT: ORDINANCE\_\_\_\_ RESOLUTION\_\_\_\_ OTHER X

RECOMMENDATION:

Staff is looking to the Public Works Committee for direction with regard to allow a reduction in the 4<sup>th</sup> Quarter sewer & water invoice for Diana Beilfuss, W147 N9921 Rimrock Road.

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.

DATE RUN: 01/04/16  
TIME RUN: 07:51:39  
ID: UB340000.WOW

VILLAGE OF GERMANTOWN  
UTILITY BILLING ACTIVITY

PAGE 1

FROM DATE: 12/01/2013  
TO DATE: 01/04/2016

12/31/15 3:30

DATE ACTIVITY DESCRIPTION READ TYPE QUANTITY AMOUNT

0035321600-00 ANDREW & DIANA BEILFUSS W147 N9921 RIMROCK RD

|          |                             |     |    |         |
|----------|-----------------------------|-----|----|---------|
| 12/30/13 | WATER                       | ACT | 23 | 64.08   |
| 12/30/13 | SEWER                       | ACT | 23 | 180.93  |
| 01/24/14 | PENALTY ON 12/30/13 BILLING |     |    | 2.49    |
| 01/28/14 | PAYMENT: CK CHECK           |     |    | 245.01- |
| 03/31/14 | WATER                       | ACT | 20 | 59.23   |
| 03/31/14 | SEWER                       | ACT | 20 | 162.07  |
| 04/10/14 | PAYMENT: CK CHECK           |     |    | 223.79- |
| 06/30/14 | WATER                       | ACT | 19 | 57.01   |
| 06/30/14 | SEWER                       | ACT | 19 | 155.79  |
| 07/23/14 | PENALTY ON 06/30/14 BILLING |     |    | 2.13    |
| 08/29/14 | PAYMENT: CK CHECK           |     |    | 214.93- |
| 09/30/14 | WATER                       | ACT | 65 | 159.13  |
| 09/30/14 | SEWER                       | ACT | 65 | 193.50  |
| 10/22/14 | PENALTY ON 09/30/14 BILLING |     |    | 3.53    |
| 11/05/14 | PAYMENT: CK CHECK           |     |    | 356.16- |
| 12/30/14 | WATER                       | ACT | 35 | 92.53   |
| 12/30/14 | SEWER                       | ACT | 35 | 256.35  |
| 01/26/15 | PENALTY ON 12/30/14 BILLING |     |    | 3.49    |
| 02/02/15 | PAYMENT: CK CHECK           |     |    | 352.37- |
| 03/31/15 | WATER                       | ACT | 18 | 56.49   |
| 03/31/15 | SEWER                       | ACT | 18 | 164.44  |
| 04/20/15 | PAYMENT: CK CHECK           |     |    | 220.93- |
| 06/30/15 | WATER                       | E   | 17 | 54.20   |
| 06/30/15 | SEWER                       | Est | 17 | 157.53  |
| 07/08/15 | PAYMENT: CK CHECK           |     |    | 211.73- |
| 09/30/15 | WATER                       | E   | 35 | 95.42   |
| 09/30/15 | SEWER                       | Est | 35 | 247.40  |
| 10/27/15 | PENALTY ON 09/30/15 BILLING |     |    | 3.43    |
| 11/17/15 | PAYMENT: 3 CREDIT CARD      |     |    | 346.25- |
| 12/30/15 | WATER                       | ACT | 75 | 187.02  |
| 12/30/15 | SEWER                       | ACT | 75 | 558.49  |

BALANCE: 745.51 \*  
RSR - 200.48 ✓  
545.03

2wks

4,000  
46 = 12 wks / yr  
24,000

u/b 1/5/16

1-4-16 SW  
10:23AM  
01215580

Tues 1/12/16 @ 12:00

OK QRS  
1/8/16

1/4/15 -  
just a reading,  
please see  
thru

#7368519  
3/30/07

Out 342  
37 =  
261.23  
CR - 43  
- 297.20

R1

M 13 } 1084  
 A 30 }  
 M 31 }  
 J 30 }  
 J 31 }  
 A 31 }  
 S 30 }  
 O 31 }  
 N 30 }  
 D 31 } 12/21 - 21 = 1211  
 J 4 } 1215  
 292 days }  
 131

9/15 - 12/15  
 15  
 31  
 30  
 15  
 91  
 46,000  
 508 gal  
 x 46,228 gal  
 4th Q  
 Act 75  
 - Avg 46  
 (29) credit  
 SWR  
 -200.48  
 Val offered  
 Resident not accept.  
 29 + 46.913/1000 gal

Ave usage 4th Qtr. = 29  
 (2013 + 2014)  
 23 + 35

overage volume = 46  
 75 - 29

overage cost:  
 Water: 46 x \$2.29 = \$105.34  
 Sewer: 46 x \$46.913 = \$318.00

# VILLAGE OF GERMANTOWN

## Utility Bill

ANDREW & DIANA BEILFUSS  
W147 N9921 RIMROCK RD  
GERMANTOWN WI 53022

|                         |                       |                                   |         |
|-------------------------|-----------------------|-----------------------------------|---------|
| <b>Account Number:</b>  | 0035321600-00         | <b>Total Outstanding Balance:</b> | 810.08+ |
| <b>Service Address:</b> | W147 N9921 RIMROCK RD |                                   |         |
| <b>Bill Date:</b>       | 03/31/2016            |                                   |         |
| <b>Due Date:</b>        | 04/20/2016            |                                   |         |
| <b>Service to:</b>      | 03/11/2016            |                                   |         |

| Service          | Current Read | Type | Usage | Amount |
|------------------|--------------|------|-------|--------|
| Previous Balance |              |      |       | 561.54 |
| WATER            | 15           | ACT  | 21    | 63.36  |
| SEWER            | 15           | ACT  | 21    | 185.18 |
| FIRE PRO         | 0            |      | 0     | .00    |
| Taxes Applied    |              |      |       |        |

|            |        |
|------------|--------|
| Bill Total | 810.08 |
|------------|--------|

|                      |        |
|----------------------|--------|
| Amount Due This Bill | 248.54 |
|----------------------|--------|

REPLACEMENT BILL PRINTED FOR SERVICES AT W147 N9921 RIMROCK RD

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

MEETING DATE: May 11, 2016

AGENDA ITEM: New Business C

ITEM TITLE: Ordinance to Create Section 8.065 of the Germantown  
Municipal Code Relating to the Regulation of Rights-of-  
Way

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The Village staff along with the Village Attorney has reviewed the current Municipal Code and more specifically as it relates to regulation of its Rights-of-Ways and has determined that the creation of a new section of Code is required to address regulation of its Right-of Ways. The void of the Municipal Code was made evident by the submittal of a Permit Application for the installation of a 100' plus tall antenna within Village Right-of-Way. Regulations are required to safe guard the Municipal Rights-of-Way, private property adjacent to the Right-of Way and people who travel within the Right-of Way.

ATTACHMENT: ORDINANCE \_\_ (Proposed) \_\_ RESOLUTION \_\_\_\_ OTHER \_\_\_\_

Proposed Ordinance

RECOMMENDATION:

Staff recommends that the Committee forward to the Village Board with a positive recommendation to approve the creation of Section 8.065 of the Germantown Municipal Code

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.

STATE OF WISCONSIN    VILLAGE OF GERMANTOWN    WASHINGTON COUNTY

ORDINANCE NO. \_\_\_\_-16

AN ORDINANCE CREATING SECTION 8.065 OF THE  
GERMANTOWN MUNICIPAL CODE  
RELATING TO THE REGULATION OF RIGHTS-OF-WAYS

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WHEREAS, the passage of the Telecommunications Act of 1996 and advances in technology have resulted in increased use of the public rights-of-way and increased costs to the taxpayers of the Village and that these costs are likely to continue into the foreseeable future; and

WHEREAS, the Village is granted the authority to regulate the rights-of-ways within its boundaries under 47 U.S.C. 253(c) and Wis. Stat. §§ 61.34(1), 66.0425, 66.0915, 86.16, 182.017, 196.58, 196.499(1); and

WHEREAS, the regulation of the rights-of-ways within the Village of Germantown is a matter in the interest of the public's health, safety and welfare;

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

SECTION I:

Section 8.065 of the Municipal Code of Germantown is hereby created to read in the form as attached hereto and incorporated herein by reference as 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. \_\_\_\_-16

Page 2

Introduced by \_\_\_\_\_ on \_\_\_\_\_, 2016.

Adopted: \_\_\_\_\_, 2016    Vote: Ayes:        Nays:        Absent:

\_\_\_\_\_  
Dean M. Wolter, Village President

ATTEST:

\_\_\_\_\_  
Barbara K.D. Goeckner, Village Clerk

Approved as to form:

\_\_\_\_\_  
Brian C. Sajdak, Village Attorney

Published: \_\_\_\_\_

## EXHIBIT A

### 8.065 REGULATION OF RIGHT-OF-WAYS

#### A. Findings and Purpose.

The Village finds that the passage of the Telecommunications Act of 1996 has resulted in increased use of the public rights-of-way and increased costs to the taxpayers of the Village and that these costs are likely to continue into the foreseeable future.

The Village finds that excavation and occupancy of the public rights-of-way causes direct and indirect costs to be borne by the Village and its taxpayers, including but not limited to:

1. Administrative costs associated with public right-of-way projects, such as registration, permitting, inspection and supervision, supplies and materials.
2. Management costs associated with ongoing management activities necessitated by public right-of-way users.
3. Repair costs to the roadway associated with the actual excavation into the public right-of-way.
4. Degradation costs defined as depreciation caused to the roadway in terms of decreased useful life, due to excavations into the public rights-of-way.

In response to the foregoing facts, the Village hereby enacts this ordinance relating to administration of and permits to excavate, obstruct and/or occupy the public rights-of-way, together with an ordinance making necessary revisions to other Code provisions. This ordinance imposes reasonable regulations on the placement and maintenance of facilities currently within its rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies.

The Village's authority to enact this ordinance is pursuant, but not limited to, the following federal, state and local authority: 47 U.S.C. 253(c); Wis. Stat. § 61.34(1); Wis. Stat. § 66.0425; Wis. Stat. § 66.0915; Wis. Stat. § 86.16; Wis. Stat. § 182.017; Wis. Stat. § 196.58; and Wis. Stat. § 196.499(1).

The purpose of this ordinance is to provide the Village a legal framework within which to regulate and manage the public rights-of-way, and to provide for recovery of costs. This ordinance provides for the health, safety and welfare of the residents of the Village as they use the rights-of-way of the Village, as well as to ensure the structural integrity of the public rights-of-way. The Village desires to minimize and anticipate the number of excavations taking place thereon and to regulate the placement of facilities within the rights-of-way to ensure that they remain available for public services. The taxpayers of the Village bear the financial burden for the upkeep of the rights-of-way. A primary cause for the early and excessive deterioration of its rights-of-way is the frequent excavation by Persons who locate facilities therein. Under this Chapter, all Persons who excavate, obstruct and/or occupy the public rights-of-way will reimburse the Village's administrative, ongoing management and degradation costs. Right-of-way users will bear a fair share of the financial responsibility for the integrity of the public rights-of-way.

- B. Definitions. The following definitions apply in this ordinance. References hereafter to "sections" are unless otherwise specified references to sections in this ordinance. Defined terms remain defined terms whether or not capitalized.

"Alternative Telecommunications Utility Other" has the meaning in Wis. Stat. § 196.01.

"Applicant" means any person requesting permission to excavate, obstruct and/or occupy a right-of-way.

"Degradation" means the accelerated depreciation of the right-of-way, caused by an excavation of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation did not occur,

"Department" means the Department of Public Works of the Village.

"Department Inspector" means any person authorized by the Department to carry out inspections related to the provisions of this Chapter.

"Emergency" means a condition that (1) poses a clear and immediate danger to life or health, or of a significant loss of property; or (2) requires immediate repair or replacement in order to restore service to a customer.

"Excavate" means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

"Facilities" means all equipment owned, operated, leased or subleased in connection with the operation of a service or utility service, and shall include but is not limited to poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.

"In", when used in conjunction with "right-of-way," means over, above, in, within, on or under a right-of-way.

"Local Representative" means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this Chapter.

"Obstruct" means to place any object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

"Occupy" means to dwell or reside above, on, in, or below the boundaries of the public rights-of-way.

"Permittee" means any person to whom a permit to excavate or occupy a right-of-way has been granted by the Village under this Chapter.

"Person" means, municipality, corporation, company, association, firm, partnership, limited liability company, limited liability partnership and individuals and their lessors, transferees and receivers.

"PSC" means the Public Service Commission of the State of Wisconsin.

"Public Utility" has the meaning provided in Wis. Stats. § 196.01.

"Registrant" means any person who has registered with the Village (1) to have its facilities located in any right-of-way, or (2) to use or seek to occupy or use the right-of-way or any facilities in the right-of-way.

"Repair" means to perform construction work necessary to make the right-of-way useable for travel, according to department specifications, or to return facilities to an operable condition.

"Repair Bond" means a performance bond, a letter of credit, or cash deposit posted to ensure the availability of sufficient funds to assure that right-of-way excavation repair work is completed in both a timely and quality manner, per Department specifications.

"Restore or Restoration" means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is reconstructed according to Department specifications.

"Restoration Bond" means a performance bond, a letter of credit, or cash deposit posted to ensure the availability of sufficient funds to assure that right-of-way excavation restoration work is completed in both a timely and quality manner, per Department specifications.

"Right-of-Way" means the surface and space above and below a public roadway, highway, street, bicycle lane and public sidewalk in which the Village has an interest, including other dedicated rights-of-way for travel purposes.

"Service" or "Utility Service" includes municipal sewer and water services and also includes, except as provided herein, but is not limited to (1) those services provided by a public utility as defined in Wis. Stat. § 196.01(5); (2) telecommunications, pipeline, fire and alarm communications, water, electricity, light, heat, cooling energy, or power services; (3) the services provided by a district heating or cooling system; and (4) cable service as defined and regulated under 47 U.S.C. 521 through 573. Wireless telecommunications service and cellular mobile radio telecommunications (CMRS) services as defined by Section 332(d) of the Federal Communications Act of 1996 (47 U.S.C. 332 (d)(1)) are excluded, unless these services have a presence in the right-of-way.

"Supplementary Application" means an application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that had already been issued.

"Telecommunications Carrier" has the meaning in Wis. Stat. § 196.01.

"Telecommunications Provider" has the meaning in Wis. Stat. § 196.01.

"Telecommunications Rights-of-Way User" means a person owning or controlling a facility in the public right-of-way, or seeking to own or control a facility in the public right-of-way, that is used or is intended to be used for transporting telecommunication or other voice or data information. This includes Telecommunications Providers, Utilities, ATUs, and Carriers. For purposes of this Chapter, a cable television system defined and regulated under Wis. Stat. § 66.082(2)(d), and telecommunication activities related to providing natural gas or electric energy services, and which are not offered for resale as telecommunications services, are not telecommunications right-of-way users.

"Telecommunications Service" means the offering for sale or the conveyance of voice, data or other information at any frequency over any part of the electromagnetic spectrum, including the sale of service for collection, storage, forwarding, switching and delivery incidental to such communication and including the regulated sale of customer premises equipment. Telecommunications Service does not include cable television service, wireless service or broadcast service.

"Telecommunications Utility" has the meaning in Wis. Stat. § 196.01.

"Unusable Facilities" means facilities in the right-of-way which have remained unused for one year and for which the registrant is unable to provide proof that it has either a plan to begin using them within the next twenty-four (24) months or a potential purchaser or user of the facilities.

"Village" means the Village of Germantown, Wisconsin, a Wisconsin municipal corporation.

C. Administration. The Department of Public Works ("Department") is responsible for the administration of the rights-of-way, and the permits and ordinances related thereto.

D. Registration for Right-of-Way Occupancy.

1. Registration. Each person who occupies, uses, or seeks to occupy or use, the right-of-way or any facilities in the right-of-way, including by lease, sublease or assignment, or who has, or seeks to have, facilities located in any right-of-way shall register with the Department and pay the fee set forth in Section F. Registration will consist of providing application information and paying a registration fee. This section shall not apply to those persons exclusively utilizing facilities provided by another right-of-way user.

2. Registration Prior to Work. No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right-of-way without first being registered with the Department.
3. Exceptions. Nothing herein shall be construed to repeal or amend the provisions of a Village ordinance requiring persons to plant or maintain the tree lawn in the area of the right-of-way between their property and the street curb, construct sidewalks, install street signs or perform other similar activities. Persons performing such activities shall not be required to obtain any permits under this Chapter.

E. Registration Information.

1. Information Required. The information provided to the Department at the time of registration shall include, but not be limited to:
  - a. Each registrant's name, Diggers Hotline registration certificate number, address and e-mail address, if applicable, and telephone and facsimile numbers.
  - b. The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.
  - c. All right-of-way users shall demonstrate to the satisfaction of the Village the financial capability to cover any liability which might arise out of their presence in the right-of-way.
  - d. If the person is a corporation, a LLC or LLP, a copy of any certificate required to be filed under Wisconsin statute as recorded and certified to by the Department of Financial Institutions.
  - e. A copy of the person's certificate of authority from the Wisconsin Public Service Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.
  - f. Execution of an indemnification agreement in a form prescribed by the Department, which is consistent with, and shall not exceed the obligations provided in, Section 1.24 herein.
2. Notice of Changes. The registrant shall keep all of the information listed above current at all times by providing to the Department information as to changes within fifteen (15) working days following the date on which the registrant has knowledge of any change.

F. Registration Fee.

1. Registration Fee. The Department shall establish the Registration Fee in an amount sufficient to recover the costs incurred by the Village for processing registrants. This fee shall be computed as the average of labor costs, indirect costs, and other costs associated with registration.
2. Fee Computation. The Village may recalculate, and by resolution, establish the Registration Fee.

G. Excavation Permit Requirement.

1. Excavation permit required. Except as otherwise provided in this Chapter or other Chapters of the Village Code, no person shall excavate any right-of-way or place facilities in a right-of-way without first having obtained an excavation permit from the Department. No person shall excavate the right-of-way or maintain an excavation in the right-of-way beyond the date or area specified in the permit unless such person makes a supplementary application for another excavation permit before the expiration of the initial permit, pursuant to Section N, and a new permit or permit extension is granted.
2. Permit Display. A copy of any permit issued under this Chapter shall be made available at all times by the Permittee at the indicated work site and shall be available for inspection by the Department upon request.

H. Excavation Permit Application. Application for a permit shall be made to the Department. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

1. Registration with the Department if required by this Chapter;
2. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed facilities;
3. Payment of all money due to the Village for:
  - a. applicable permit fees and costs as set forth below;
  - b. subject to section (e), unpaid fees or costs due for prior excavations; or
  - c. subject to section (e) any loss, damage, or expense suffered by the Village because of applicant's prior excavations of the rights-of-way or any emergency actions taken by the Village.

- d. When an excavation permit is requested for purposes of installing additional facilities, and the posting of a restoration bond for the additional facilities is insufficient, the posting of an additional or larger restoration bond for the additional facilities may be required.
- e. The Department shall not deny a registrant an excavation permit because of a dispute between the Village and the registrant, related to sub. b and/or c if the dispute has been adjudicated in favor of the registrant or if the dispute is the subject of an appeal filed by the registrant and no decision in the matter has at yet been rendered.

I. Excavation Permit Fee.

- 1. Fee Calculation. The Excavation Permit Fee shall be established by the Department in an amount sufficient to recover the costs incurred by the Village. This fee shall recover costs incurred by the Village for each of the following categories as provided herein:
  - a. Administrative: The general formula for computing the administrative fee shall be the average per-permit costs for labor plus indirect and other costs.
  - b. Repair: No repair fee shall be collected by the Village, however the Permittee shall be required to repair the public right-of-way to Department specifications, subject to inspection and acceptance by the Department, as per Section J, and to pay a degradation fee.
  - c. Degradation: The general formula for computing the degradation fee shall be the cost per square yard for street, overlay and seal coat multiplied by the appropriate depreciation rate for that street multiplied by the area of the patch. The area of the patch shall be calculated by adding two feet to each side of the actual street cut. Depreciation schedules shall be provided by type of street.
  - d. The total excavation permit fee shall be calculated as follows:  
Total Excavation Permit Fee = Administrative Cost + Degradation Fee (if applicable).
- 2. Village Exemption. Notwithstanding Subd. 1(c), the Village and its contractors shall not pay degradation fees.
- 3. Payment of Permit Fees. No excavation permit shall be issued without payment of applicable fees.
- 4. Non refundable. Permit fees paid for a permit that the Department has revoked for a breach as stated in Section Q are not refundable.

J. Right-of-Way Repair.

1. Timing. The work to be done under the excavation permit, and the repair of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the Permittee or when work was prohibited as unseasonable or unreasonable under Section P.
2. Repair. In addition to repairing its own work, the Permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. The Department shall inspect the area of the work and accept the work when it determines that proper repair has been made, per specifications of the Department. A Permittee may request to have the Village repair the right-of-way.
  - a. Village Repair. If the Permittee requests to have the Village repair the right-of-way, the Village may accept or reject the request at its sole option. If the Village accepts, the Permittee shall be billed for the Village's costs, and shall pay the amount thereof within thirty (30) days of billing.
  - b. Permittee Repair. If the Permittee chooses to repair the right-of-way, it shall at the time of application for an excavation permit post a repair bond in an amount determined by the Department to be sufficient to cover the cost of repairing the right-of-way to Department specifications. If, thirty-six (36) months after completion of the repair of the right-of-way, the Department determines that the right-of-way has been properly repaired, the surety on the repair bond shall be released.
3. Standards. The Permittee shall perform repairs according to the specifications of the Department and/or in the conditions specified in the permit. The Department shall have the authority to prescribe the manner and extent of the repair, and may do so in written procedures of general application or on a case-by-case basis.
4. Guarantees. The Permittee guarantees its work and shall maintain it for thirty-six (36) months following its completion, except for organic material which shall be maintained for twelve (12) months. During this period it shall, upon notification from the Department, correct all repair work to the extent necessary, using the method required by the Department. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the Department, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable under Section P.
5. Failure to Repair. If the Permittee fails to repair the right-of-way in the manner and to the condition required by the Department, or fails to satisfactorily and timely complete all repair required by the Department, the Department at its option may do such work. In that event the Permittee shall pay to the Village,

within thirty (30) days of billing, the cost of repairing the right-of-way. If Permittee fails to pay as required, the Village may exercise its rights under the repair bond.

K. Restoration in Lieu of Repair and Degradation. The Permittee may elect to restore the excavation and surrounding pavement in lieu of repair and a degradation fee. If restoration is elected, the Department shall specify the area to be restored, and the methods and materials to be used for the restoration. The Permittee shall then also comply with the preceding Sec. J, as applied to restoration instead of repair.

L. Inspection.

1. Notice of Completion. When the work under any permit hereunder is completed, the Permittee shall notify the Department.
2. Site Inspection. Permittee shall make the work site available to the Department and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.
3. Authority of Department. At the time of inspection, the Village may order the immediate cessation of any work which poses a threat to the life, health, safety or well being of the public. The Village may issue an order to the registrant for any work that does not conform to the applicable standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the registrant shall present proof to the Department that the violation has been corrected. If such proof has not been presented within the required time, the Department may revoke the permit pursuant to Sec. Q.

M. Ongoing Management Fees.

1. Fee Basis. Fees shall reflect the ongoing or long-term costs to the Village of managing access to the right-of-way. These costs are exclusive of Administrative costs collected under Excavation Permit Fees. Fees shall be initially set, and may be annually re-computed, to recover the costs incurred by the Village in ongoing management of the right-of-way. Ongoing management costs include, but are not limited to, inventory maintenance, facility tracking, GIS, tree trimming, grass mowing, right of way maintenance, location marking and general inquiries related to public right-of-way users. The fee shall be based on the number of feet of right-of-way occupancy by a Telecommunications Right-of-Way User. The per foot management fee shall be calculated as follows: Annual management fee per foot = Total annual management cost / Total ROW occupancy feet.
2. Payment of Fees. Ongoing management fees shall be subject to adjustment and correction at the conclusion of the calendar year. Such fees shall be paid for all and any part of a calendar year, prorated on a daily basis, during any time period

in which the said Person uses or occupies the right-of-way to furnish Telecommunications Service, or places, maintains or uses the Person's wires, mains, pipes, or any other facilities in the right-of-way.

N. Joint Applications.

1. Joint Application. Registrants may jointly apply for permits to excavate the right-of-way at the same place and time.
2. With Village Projects. Registrants who join in a scheduled excavation performed by the Village, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the degradation portion of the excavation permit fee.
3. Shared Fees. Registrants who apply for permits for the same excavation, which the Department does not perform, may share in the payment of the excavation permit fee. Registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

O. Supplementary Applications.

1. Limitations on Area. An excavation permit is valid only for the area of the right-of-way specified in the permit. No Permittee may perform any work or excavate outside the area specified in the permit, except as provided herein. Any Permittee which determines that an area greater than that specified in the permit must be excavated must, before working in that greater area (1) make application for a permit extension and pay any additional fees required thereby, and (2) be granted a new permit or permit extension.
2. Limitation on Dates. An excavation permit is valid only for the dates specified in the permit. No Permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a Permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit.
3. Fees for Supplementary Applications. A Permittee shall pay administration costs for any additional permits. A Permittee is not required to pay an additional degradation fee for the same excavation, if one has already been paid on the original permit.

P. Other Obligations.

1. Compliance with Other Laws. Obtaining a permit to excavate and/or occupy the right-of-way does not relieve Permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other Village,

County, State, or Federal rules, laws or regulations. A Permittee shall comply with all requirements of local, state and federal laws. A Permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

2. Prohibited Work. Except in an emergency, or with the approval of the Department, no right-of-way excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

Q. Revocations, Suspensions, Refusals to Issue or Extend Permits.

1. Grounds. The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:
  - a. The applicant or Permittee is required by Sec. D to be registered and has not done so;
  - b. The applicant or Permittee is seeking to perform work not included in its construction and major maintenance plan required under Section G; which work was reasonably foreseeable by the applicant or Permittee at the time said plan was filed;
  - c. Issuance of a permit for the requested date would or interfere with an exhibition, celebration, festival, or other event;
  - d. Misrepresentation of any fact by the applicant or Permittee;
  - e. Failure of the applicant or Permittee to maintain required bonds and/or insurance;
  - f. Failure of the applicant or Permittee to complete work in a timely manner;
  - g. The proposed activity is contrary to the public health, safety or welfare, including factors related to clear zones, fall zones and other similar concerns;
  - h. The extent to which right-of-way space where the permit is sought is available;
  - i. The competing demands for the particular space in the right-of-way;
  - j. The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the permit applicant;
  - k. The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;

- l. The condition and age of the right-of-way, and whether and when its is scheduled for total or partial reconstruction; or
  - m. The applicant or Permittee is otherwise not in full compliance with the requirements of this Chapter or other local, state or federal law.
2. Discretionary Issuance. Notwithstanding Subd. 1.b., the Department may issue a permit where issuance is necessary (a) to prevent substantial economic hardship to a customer of the Permittee or applicant, or (b) to allow such customer to materially improve its utility service, or (c) to allow the Permittee or applicant to comply with state or federal law or Village ordinance or an order of a court or administrative agency.
  3. Appeals. Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review with the Public Works and Highways Committee. A request for review shall be filed within ten (10) days of the decision being appealed. Following a hearing, the Public Works and Highways Committee may affirm, reverse or modify the decision of the Department.

R. Work done Without a Permit.

1. Emergency Situations. Each registrant shall immediately notify the Village by verbal notice on an emergency phone number provided by the Village of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency the registrant shall apply for the necessary permits, pay the fees associated therewith and otherwise fully comply with the requirements of this Chapter. If the Village becomes aware of an emergency regarding a registrant's facilities, the Department may attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. The Village may take whatever action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.
2. Non-Emergency Situations. Except in an emergency, any person who, without first having obtained the necessary permit, excavates a right-of-way must subsequently obtain a permit, and shall in addition to any penalties prescribed by Ordinance, pay double the normal fee for said permit, pay double all the other fees required by this Chapter or other Chapters of the Village Code, deposit with the Department the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this Chapter.

- S. Supplementary Notification. If the excavation of the right-of-way begins later or ends sooner than the date given on the permit, Permittee shall notify the Department of the accurate information as soon as this information is known.
- T. Location of Facilities.
1. Undergrounding. Under conformity with local, state and federal law, unless existing aboveground facilities is used, the installation of new facilities and replacement of old facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes except where otherwise authorized by the Department.
  2. Corridors. The Department may assign specific corridors within the right-of-way, consistent with Wisconsin Public Service Commission standards. All excavation or other permits issued by the Department involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue consistent with the Wisconsin Public Service Commission's corridor selection standards.
  3. Limitation of Space. The Department may prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of Persons to occupy and use the right-of-way. In making such decisions, the Department shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but may prohibit or limit the placement of new or additional facilities when required to protect the public, health, safety or welfare.
- U. Relocation of Facilities. Except as prohibited by State or Federal law, a Registrant must promptly and at its own expense, with due regard for seasonal working conditions, permanently remove and relocate its facilities in the right-of-way whenever the Department requests such removal and relocation, and shall restore the right-of-way to the same condition it was in prior to said removal or relocation. The Department may make such request to prevent interference by the Company's facilities with (i) a present or future Village use of the right- of-way, (ii) a public improvement undertaken by the Village, (iii) an economic development project in which the Village has an interest or investment, (iv) when the public health, safety and welfare require it, or (v) when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way.
- Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from any right-of-way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid to the person therefor.
- V. Interference with Other Facilities during Municipal Construction. When the Village performs work in the right-of-way and finds it necessary to maintain, support, shore, or move a registrant's facilities , the Village shall notify the local representative. The

registrant shall meet with the Village's representative within 24-hours and coordinate the protection, maintenance, supporting, and/or shoring of the registrant's facilities. The registrant shall accomplish the needed work within 72-hours, unless the Village agrees to a longer period. In the event that the registrant does not proceed to maintain, support, shore, or move its facilities, the Village may arrange to do the work and bill the registrant, said bill to be paid within thirty (30) days.

W. Indemnification. Permittee expressly acknowledges and agrees, by acceptance of the permit, to indemnify, defend, and hold harmless the Village, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the permittee's acts or omissions in the exercise of its rights under this permit, whether caused by or contributed to by the Village or its agents or employees.

X. Abandoned Facilities.

1. Discontinued Operations. A registrant who has determined to discontinue its operations in the Village must either:
  - a. Provide information satisfactory to the Department that the registrant's obligations for its facilities under this Chapter have been lawfully assumed by another registrant; or
  - b. Submit to the Department a proposal and instruments for dedication of its facilities to the Village. If a registrant proceeds under this clause, the Village may, at its option:
    - i. accept the dedication for all or a portion of the facilities; or
    - ii. require the registrant, at its own expense, to remove the facilities in the right-of-way at ground or above ground level; or
    - iii. require the registrant to post a bond or provide payment sufficient to reimburse the Village for reasonably anticipated costs to be incurred in removing the facilities.

However, any registrant who has unusable and abandoned facilities in any right-of-way shall remove it from that right-of-way within two years, unless the Department waives this requirement.

2. Abandoned Facilities. Facilities of a registrant who fails to comply with subd. 1 and which, for two (2) years, remains unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the Village may, at its option (i) abate the

nuisance, (ii) take possession of the facilities, or (iii) require removal of the facilities by the registrant, or the registrant's successor in interest.

3. Public Utilities. This section shall not apply to a public utility as defined by Wis. Stat. § 196.01(5).

- Y. Reservation of Regulatory and Police Powers. The Village, by the granting of a permit to excavate, obstruct and/or occupy the right-of-way, or by registering a person under this Chapter does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or maybe hereafter granted to the Village under the Constitution and statutes of the State of Wisconsin to regulate the use of the right-of-way by the Permittee; and the Permittee by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way or of registration under this Chapter agrees that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the Village, shall be in full force and effect and subject to the exercise thereof by the Village at any time. A Permittee or registrant is deemed to acknowledge that its rights are subject to the regulatory and police powers of the Village to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general law, and ordinances enacted by the Village pursuant to such powers.
- Z. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

MEETING DATE: May 11, 2016

AGENDA ITEM: New Business

D

ITEM TITLE: Request for Municipal Trash & Refuse Collection at  
"The Glen at Blackstone Creek Condominium  
Development"

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The Village has received a "Petition for Trash Collection" from the owners of condominium units at the Glen of Blackstone Creek Condominiums. The petition requests that the trash & refuse along with bi-weekly recyclable collection be provided by the Village of Germantown. Currently the residents privately contract for trash and recyclable collection. The Petition states that all dwellings are single and two-family dwellings. Petitioners also state that it is their understanding that trash & recyclables collection is provided by the Village of Germantown to residents of single and two-family dwellings with the cost paid through property tax assessments.

In reviewing this Petition staff has determined that this development has a "Developer Agreement" which in Sec.(5.05) states " The parties further acknowledge and agree that the Village shall likewise not be responsible for pick-up and removal of trash and refuse in the Development, but that the same shall be privately contracted for."

The Village Attorney, Brian Sajdak, has reviewed the Development Agreement and associated Statutes/Codes and in his opinion the Development Agreement would take precedence.

Wisconsin Statutes: Municipalities (RU) is responsible for collection of trash & refuse for single and 2-family dwellings and for dwellings having 4 or fewer units. And Sec.(287.11(c) Recyclables collection for buildings containing 5 or more dwelling units by building owner.

DNR ( Recyclables): DNR directs collection of recyclables at single and two (2) family residences and dwellings having four (4) or fewer units. In addition, recyclables will be collected at condominium dwellings having four (4) or fewer contiguous units.

ATTACHMENT: ORDINANCE ☒ RESOLUTION ☐ OTHER ☒

Section of Developers Agreement  
Section of Wisconsin Statutes  
Email from DNR Recycling Program Coordinator  
Petition from owners of condominium units

RECOMMENDATION:

Staff recommends that the Village adhere to the collection policies as structured in the Developers Agreement for Blackstone Creek and continue the collection of trash, refuse and recyclables by privately contracted means of collection and to forward to the Village Board with

a positive recommendation to continue enforcement of the Developers Agreement for Blackstone Creek.

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.

# DEVELOPERS AGREEMENT

Blackstone Creek

5.04 PHASES. Developer has represented that it will construct the proposed project in four Phases as depicted in Exhibit D. All public improvement work associated with the Development shall be completed within one and one half (1-1/2) years following the date of signing of this Agreement by the Village. The commercial phase of Blackstone Creek located along Mequon Road is not included in this Agreement. However, Developer agrees that the commercial phase will begin within three years of the adoption of this Agreement by the Village Board and public improvement construction associated with the commercial phase will be completed within 1 ½ years of the start date of construction.

5.05 MUNICIPAL SERVICES RESTRICTED. The parties acknowledge and agree that the roads and driveways in and through the Development are private and not dedicated to the public, and the Village will not maintain such roads and driveways, including removal of snow. The parties further acknowledge and agree that the Village shall likewise not be responsible for pick-up and removal of trash and refuse in the Development, but that the same shall be privately contracted for.

## ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a certain irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" attached hereto and incorporated herein. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works Committee of some but not all of the public improvements constructed as part of the Development, deposit or letter of credit to the amount estimated by the Village Engineer (in accordance with Village Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Section 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

6.02 FORM. Letters of Credit shall be approved as to form by the Village Attorney. Letters of

**287.10 Limit on local regulation.** No responsible unit that accepts funds under s. 287.23 or county or municipality located within such a responsible unit may impose a restriction, except one that is consistent with this chapter or ch. 100, or a tax or fee on the sale or distribution of packaging for a purpose relating to the disposal of the packaging.

**History:** 1989 a. 335; 1995 a. 227 s. 893; Stats. 1995 s. 287.10.

**287.11 Effective recycling programs.**

- (1) **DEPARTMENT REVIEW.** Upon request of a responsible unit, the department shall review documentation of the responsible unit's solid waste management program created under s. 287.09 (2) (a) and determine whether the program is an effective recycling program. The department shall complete its review and make a determination within 90 days after receiving the documentation.
- (2) **EFFECTIVE PROGRAM CRITERIA FOR RESPONSIBLE UNITS.** A responsible unit's solid waste management program is an effective recycling program if it includes all of the following:
  - (a) A public education component to inform residents of the region of the reasons to recycle, local opportunities to recycle and the prohibitions in s. 287.07 (3) and (4).
  - (b) A requirement that the occupants of single-family residences, buildings containing 2 or more dwelling units and commercial, retail, industrial and governmental facilities in the region separate the materials identified in s. 287.07 (3) and (4) from postconsumer waste generated in the region.
  - (c) A requirement that owners of buildings containing 5 or more dwelling units in the region do all of the following:
    1. Provide adequate, separate containers for the program established under par. (b).
    2. Notify tenants at the time of renting or leasing the dwelling and semiannually thereafter of the programs under this paragraph and par. (b).
    3. Provide for the collection of recyclable materials separated from solid waste by the tenants and the delivery of the recyclable materials to a recycling facility.
  - (d) A requirement that owners of commercial, retail, industrial and governmental facilities in the region do all of the following:
    1. Provide adequate, separate containers for the program established under par. (b).
    2. Regularly notify all users and occupants of the facilities of the programs under this paragraph and par. (b).
    3. Provide for the collection of recyclable materials separated from solid waste by the users and occupants and the delivery of the recyclable materials to a recycling facility.
  - (e) A system for collecting from single-family residences in the region any materials separated pursuant to par. (b).
  - (em) A system for the processing and marketing of recyclable materials collected by the responsible unit or by municipalities located in the responsible unit.
  - (er) A prohibition on disposing of in a solid waste disposal facility or burning in a solid waste treatment facility any material identified under s. 287.07 (3) and (4) that is separated for recycling as part of the program.
  - (ew) Provisions for the management of postconsumer waste that is not separated for recycling or recovery under par. (b) consistent with the highest feasible priority under s. 287.05 (12).
  - (f) Other provisions established by the department by rule.
  - (g) Adequate enforcement of the programs established under pars. (b) to (f).

**Ratayczak, Larry**

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**From:** Rohlinger, Tom  
**Sent:** Tuesday, February 04, 2014 1:56 PM  
**To:** Ratayczak, Larry  
**Subject:** FW: Who is responsible for providing recycling services to mobile homes and condominiums?

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**From:** Moore, Cynthia G - DNR [<mailto:Cynthia.Moore@wisconsin.gov>]  
**Sent:** Tuesday, February 04, 2014 1:25 PM  
**To:** Rohlinger, Tom  
**Subject:** Who is responsible for providing recycling services to mobile homes and condominiums?

Does this help?

*Who is responsible for providing recycling services to mobile homes and condominiums?*

The question has been asked whether mobile homes and condominiums are considered residential dwelling units or commercial facilities.

A mobile home containing a single residential unit is considered a single family residence, rather than a commercial facility, even though it may be located in a large, privately-owned mobile home park. Similarly, discrete buildings in a condominium development which contain 2 to 4 dwelling units would be 2 to 4 residences under s. 287.11 (2), Wis. Stats., and Chapter NR 544, Wis. Adm. Code rather than commercial facilities. Condominium developments which contain more than 4 contiguous residential dwelling units would be considered a commercial facility.

*Cynthia G. Moore*

Recycling Program Coordinator  
Recycling and Solid Waste Section  
Bureau of Waste & Materials Management  
Wisconsin Department of Natural Resources

(☎) phone: (608) 267-7550

(☎) fax: (608) 267-2768

(✉) e-mail: [Cynthia.Moore@wisconsin.gov](mailto:Cynthia.Moore@wisconsin.gov)

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**The Glen at Blackstone Creek Condominium Association  
Germantown, WI**

**Petition for Trash Collection**

We, the undersigned owners of a condominium unit at the Glen of Blackstone Creek Condominiums, request that weekly trash collection and biweekly recyclable collection be provided by the Village of Germantown. All units in our development are single family or two-family dwellings. It is our understanding that the Village of Germantown provides trash collection, paid for through our property tax assessments, for all residents in one and two family dwellings. Therefore, we petition for Village of Germantown-provided trash collection as property owners who pay for these services through our tax assessments. Thank you for your consideration.

| Lot No. | Residents and Address                                         | Signatures            |                    |
|---------|---------------------------------------------------------------|-----------------------|--------------------|
|         |                                                               | Resident/Owner 1      | Resident/Owner 2   |
| 103     | Bernie & Marilyn Molter<br>N114W17861 Blackstone Cir          | Bernie Molter         | Marilyn Molter     |
| 104     | Brian & Kelly Pinter<br>N114W17863 Blackstone Cir             | Brian Pinter          | Kelly Pinter       |
| 105     | Barb Genger<br>W178N11384 Island View Ct                      | Barb Genger           |                    |
| 106     | Rudy & Meredith Dornemann<br>W178N11386 Island View Ct        | Rudy Dornemann        | Meredith Dornemann |
| 107     | Tony & Donna Sansone<br>W179N11393 Island View Ct             | Tony Sansone          | Donna Sansone      |
| 108     | Jim & Nancy Spindler<br>W179N11395 Island View Ct             | James R.R. Spindler   | Nancy Spindler     |
| 109     | Dan & Diane Kuhn<br>W179N11403 Island View Ct                 | Dan J. Kuhn           | Diane Kuhn         |
| 110     | David Verwoert & Phillip Bartelt<br>W179N11405 Island View Ct | David Verwoert        | Phil Bartelt       |
| 111     | Chris Boylan<br>W179N11421 Blackstone Cir                     | Christopher M. Boylan |                    |
| 112     | Tom and Dianne Nass<br>W179N11435 Blackstone Cir              | Thomas Nass           | Dianne Nass        |
| 113     | Jaime Yanchar<br>W179N11437 Blackstone Cir                    | Jaime Yanchar         |                    |
| 114     | Mark Freybler<br>W179N11451 Blackstone Cir                    | Mark Freybler         |                    |
| 115     | Al & Sue Campbell<br>W179N11453 Blackstone Cir                | Al Campbell           | Sue Campbell       |
| 1       | Bill & Susan Nielsen<br>W179N11479 Blackstone Cir             | Bill Nielsen          | Susan Nielsen      |
| 2       | Joe and Susan Cowan<br>W179 N11481 Blackstone Cir             | Joe T. Cowan          | Susan Cowan        |
| 3       | Warren & Shirley Fraederich<br>W179N11493 Blackstone Cir      | Shirley Fraederich    |                    |
| 4       | Marilyn Stoll<br>W179N11501 Blackstone Cir                    | Marilyn Stoll         |                    |
| 5       | Don & Enola Gifford<br>W179N11507 Blackstone Cir              |                       |                    |
| 6       | Dave & Sue Otis<br>W179N11525 Blackstone Cir                  |                       | Sue Otis           |

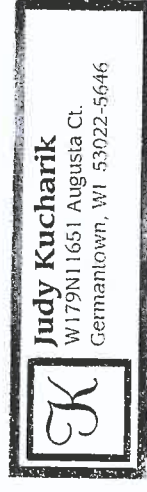
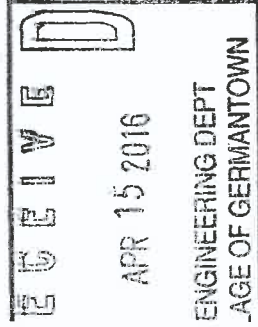
|     |                                                                        |                  |                     |
|-----|------------------------------------------------------------------------|------------------|---------------------|
| 7   | Pat & Judy Lyons<br>W179N11539 Blackstone Cir                          | Pat Lyons        | Judy Lyons          |
| 8   | Dawn Koutsky <del>Benann</del><br>W179N11551 Blackstone Cir            |                  |                     |
| 9   | Duane & Anne Brett <del>Jill Brunet</del><br>W179N11561 Blackstone Cir |                  | Ann Brunet          |
| 10  | Dave & Sue Tulbert<br>W179N11573 Blackstone Cir                        |                  | Sue Tulbert         |
| 11  | Mark & Jan Schauer<br>W179N11581 Blackstone Cir                        | Mark Schauer     | Jan Schauer         |
| 12  | Randy & Vickie Gereck<br>W179N11595 Blackstone Cir                     | Randy Gereck     | Vickie Gereck       |
| 13  | Tony & Anita Roskopf<br>W179N11601 Blackstone Cir                      |                  |                     |
| 14  | Scott & Kristine Gill<br>W179N11609 Blackstone Cir                     | Scott Gill       | Kristine Gill       |
| 15  | Linda Winkelman<br>W179N11617 Blackstone Cir                           | Linda Winkelman  |                     |
| 16  | Bob & Christina Smialek<br>W179N11619 Blackstone Cir                   |                  |                     |
| 21  | Nancy Potter<br>W179N11649 Augusta Ct                                  | Nancy Potter     |                     |
| 22  | Judy Kucharik<br>W179N11651 Augusta Ct                                 | Judy Kucharik    |                     |
| 65  | Deb Zorn & Bob Blanks<br>N116W17866 Blackstone Cir                     | Robert Blanks    | Debra Zorn          |
| 66  | Jim Dreikosen & Lisa Grudzielanek<br>N116W17864 Blackstone Cir         | J. Dreikosen     | Lisa Grudzielanek   |
| 68  | Brian & Sandi Kaczowski<br>W177N11656 Prestwick Ct                     |                  | S. Kaczowski        |
| 142 | Fran Geidel<br>N116W17877 Blackstone Cir                               | Karen M. Geidel  |                     |
| 141 | John & Shari Ballogh<br>N116W17879 Blackstone Cir                      | John Ballogh     | Shari Ballogh       |
| 140 | Sue Balduzzi<br>N115W17886 Sawgrass Ct                                 | Sue Balduzzi     |                     |
| 139 | David & Teresa Sapida<br>N115W17884 Sawgrass Ct                        | David Sapida     | T. Sapida           |
|     | Margaret Naab<br>N115W17848 Sawgrass Ct                                | Margaret A. Naab |                     |
| 138 | Fred & Mary Beth Schmelzer<br>N115W17846 Sawgrass Ct                   | Fred Schmelzer   | Mary Beth Schmelzer |
| 136 | Eric & Lynn Smitsdorff<br>N115W17840 Sawgrass Ct                       | Eric Smitsdorff  | Lynn Smitsdorff     |
| 135 | Michael & Teresa Humm<br>N115W17838 Sawgrass Ct                        |                  |                     |
| 134 | Pat & Karen Quinnt<br>N115W17851 Sawgrass Ct                           | Pat Quinnt       | Karen Quinnt        |
| 133 | Jake & Tracey Stroh<br>N115W17853 Sawgrass Ct                          | Jake Stroh       | Tracey Stroh        |
| 132 | Marty & Gay Ketterer<br>N115W17885 Sawgrass Ct                         | Marty Ketterer   | Gay Ketterer        |
| 131 | Pat Borkovic<br>N115W17887 Sawgrass Ct                                 | Pat Borkovic     |                     |
| 130 | Jon & Jane Haven<br>W179N11554 Blackstone Cir                          | Jon Haven        | Jane Haven          |
| 129 | Judy Liebl <del>38</del><br>N179 W11540 Blackstone Cir                 | Judith Liebl     |                     |
| 128 | Tim & Karen Rydquist<br>N179 W11538 Blackstone Cir                     | Tim Rydquist     | Karen Rydquist      |
| 127 | Kent & Laurie Henning<br>N179 W11524 Blackstone Cir                    | Kent Henning     | Laurie Henning      |

[illegible]

The City of Germantown

Association

Petition for Trash Collection



268-257-5637

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

MEETING DATE: May 11, 2016

AGENDA ITEM: New Business *E*

ITEM TITLE: Blanket Purchase Order Authorization – Adaptor, Inc.

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Adaptor, Inc. for internal/external manhole chimney seals. Adaptor, Inc. is the manufacturer of the seals and gives the Village distributor pricing because we are a legacy customer. Seals will be utilized for the 2016 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE\_\_\_\_\_ RESOLUTION\_\_\_\_\_ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to Adaptor, Inc. for the amount not to exceed \$15,100 for the purchase of chimney seals and forward this request onto the Village Board with a positive recommendation. Money to be distributed from 60-830-530-8313 Collection System maintenance.

COMMITTEE ACTION:

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

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

MEETING DATE: May 11, 2016

AGENDA ITEM: New Business **F**

ITEM TITLE: Blanket Purchase Order Authorization – HD Supply Waterworks

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to HD Supply Waterworks for the purchase of Ladtech HDPE manhole adjusting rings. Rings will be utilized for the 2016 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE\_\_\_\_\_ RESOLUTION\_\_\_\_\_ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to HD Supply Waterworks for the amount not to exceed \$9,800 for the purchase of Ladtech HDPE manhole adjusting rings and forward this request onto the Village Board with a positive recommendation. Money will be distributed from 60-830-530-8313 Collection System maintenance.

COMMITTEE ACTION:

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

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

MEETING DATE: May 11, 2016

AGENDA ITEM: New Business **G**

ITEM TITLE: Blanket Purchase Order Authorization – Ferguson Waterworks

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Ferguson Waterworks for miscellaneous manhole repair materials to include Neenah R-1661 castings, lids, and pavement adjusting rings, Cretex Pro Ring PPE adjusting rings, Gun grade butyl sealant, and M-1 polymer construction adhesive. Materials will be utilized for the 2016 road projects and other areas throughout the system.

ATTACHMENT: ORDINANCE\_\_\_\_\_ RESOLUTION\_\_\_\_\_ OTHER

RECOMMENDATION:

It is staff's recommendation to approve a blanket purchase order to Ferguson Waterworks for the amount not to exceed \$32,800 for the purchase of miscellaneous manhole repair materials and forward this request onto the Village Board with a positive recommendation. Money to be distributed from 60-830-530-8313 Collection System maintenance.

COMMITTEE ACTION:

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

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

MEETING DATE: May 11, 2016

AGENDA ITEM: New Business **H**

ITEM TITLE: Authorization to Purchase – Stop Gates

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Main Street and Old Farm lift stations have hand stop gates to divert flow from one well to another for flow control and maintenance. The original stops are thirty years old and have delaminated and no longer are serviceable. Request for proposal for their replacements were sent to 4 local suppliers. The results are as follows:

|                               |                   |
|-------------------------------|-------------------|
| <b>William/Reid LTD, LLC.</b> | <b>\$4,227.00</b> |
| Energenics                    | \$4352.00         |
| Doerner Co.                   | Did not quote     |
| L.W. Allen                    | Did not quote     |

The price is for one each of the following:  
33"w x 24"h x 2"t  
39"w x 30"h x 2"t

ATTACHMENT: ORDINANCE\_\_\_\_\_ RESOLUTION\_\_\_\_\_ OTHER

RECOMMENDATION:

It is staff's recommendation to purchase two hand stop gates (one of each size noted above), From William/Reid, LTD., for the amount not to exceed \$4,227.00, and to forward on to the Village Board with a positive recommendation. Money to be dispersed from 60-830-530-8323 Lift Station Maintenance.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday May 11, 2016

AGENDA ITEM: New Business I

ITEM TITLE: Police Dept. Annex Renovation-Completion Report

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

In February of 2016 Committee authorized staff to proceed with the Police Annex remodeling project and utilize the \$33,000 budgeted for the project. Village crews along with a number of area contractors have completed the project on time and under budget. The overall expenditures totaled \$25,546.76 approximately \$7,500 below the original estimate. Walls that were originally budgeted for we deemed not needed at the time of construction. This accounted for a majority of the savings. I would like to recognize Foreman Scott Anderson, Crew Leader Dan Kivela, Operators Pete Lederer, Allen Kraft, Dylan Weigand, and Temporary Employee James Bullock for the efforts in making the project a success.

Attached is a spread sheet detailing the Vendors, Contractors, and dollars spent with each.

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER x \_\_\_\_\_

RECOMMENDATION:

The major repairs account for the PD had \$45,000 budgeted for 3 projects. Soffit repair \$6,000 budgeted \$5,000 spent. Roll Call room flooring \$6,000 budgeted \$6,600 spent. Annex remodel \$33,000 budgeted \$26,000 spent. Staff will take a wait and see approach for the balance of the summer and early fall, and if no "emergencies" arise we will be approaching Committee in early fall to use the unspent monies on some other needed flooring projects within the PD building.

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.

Annex Project Cost Overview

|                    |            |              |                |             |              |                |            |
|--------------------|------------|--------------|----------------|-------------|--------------|----------------|------------|
| VENDORS            | MENARDS    | NEU'S SUPPLY | NEU'S BUILDING | BLDRS HRDWR | ARMOUR CTNGS | INDSTRL RCYCLR | HOUR GLASS |
| TOTALS:            | \$1,358.54 | \$1,618.73   | \$292.27       | \$787.50    | \$275.00     | \$415.00       | \$911.00   |
| DPW PROJECT COSTS: |            |              |                |             |              |                | \$5,658.04 |

|            |               |                 |              |               |            |
|------------|---------------|-----------------|--------------|---------------|------------|
| CONTRACTOR | ELECTRICAL    | DRYWALL         | PAINTING     | FLOORING      | SECURITY   |
| SELECTED:  | PIEPER POWER  | WLAND DRYWLL    | R&R PAINTING | CARPET CITY   | SIMPLEX    |
| QUOTED:    | \$5,973.00    | \$3,340.00      | \$2,800.00   | \$5,689.60    | \$1,486.12 |
| QUOTED:    | B.A. ELECTRIC | BEHM BROTHERS   |              | CARPETLAND    |            |
|            | \$6,060.00    | \$5,500.00      |              | \$6,025.00    |            |
| QUOTED:    | PACE ELECTRIC | KOLINSKI DRYWLL |              | PREMIER FLRNG |            |
|            | \$12,775.00   | NO QUOTE        |              | \$6,486.00    |            |

|                         |              |              |              |             |             |
|-------------------------|--------------|--------------|--------------|-------------|-------------|
| SELECTED:               | PIEPER POWER | WLAND DRYWLL | R&R PAINTING | CARPET CITY | SIMPLEX     |
| INVOICED:               | \$5,973.00   | \$3,340.00   | \$3,200.00   | \$5,889.60  | \$1,486.12  |
| TOTAL CONTRACTOR COSTS: |              |              |              |             | \$19,888.72 |

TOTAL PROJECT COSTS: \$25,546.76

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

MEETING DATE: Wednesday May 11, 2016

AGENDA ITEM: New Business J

ITEM TITLE: WDOT Salt Bid 2016-2017

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is bringing to Committee's attention that it has entered into the WisDOT Bid Process of 2016 and 2017. Staff has committed the Village to purchase 2,700 ton of salt for the upcoming season. The per ton cost is not available at this time. The DOT required the Village submit the quantity of salt requested prior to the regularly scheduled PW meeting; therefore, it was impossible for staff to obtain Committee approval prior to the DOT deadline. Currently the Village has over 1400 tons of salt on hand. 400 tons of the 2,700 ordered will be what the DOT calls Early Fill. We will take that amount this fall with 2016 budgeted dollars. The remaining 2,300 tons will be budgeted for in 2017. The Village used approximately 2,700 this past winter season. Attached is a breakdown of the salt usage for the past 15 seasons.

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER x \_\_\_\_\_

RECOMMENDATION:

Staff recommends remaining part of the WisDOT bid process. Staff also recommends committing to at least 2,700 tons of salt for 2016-2017.

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.

## SALT PURCHASING INFO

| <b>YEAR</b> | <b>SALT</b> | <b># OF OPERATIONS</b> |
|-------------|-------------|------------------------|
| 15-16       | 2,756       | 33                     |
| 14-15       | 2,185       | 44                     |
| 13-14       | 3,258       | 67                     |
| 12-13       | 3,467       | 53                     |
| 11-12       | 2,127       | 42                     |
| 10-11       | 3,430       | 57                     |
| 9-10        | 2,045       | 38                     |
| 8-9         | 3,332       | 53                     |
| 7-8         | 3,432       | 79                     |
| 6-7         | 3,304       | 52                     |
| 5-6         | 3,093       | 46                     |
| 4-5         | 2,475       | 45                     |
| 3-4         | 1,659       | 32                     |
| 2-3         | 2,138       | 39                     |
| 1-2         | 1,744       | 25                     |

**AVERAGE SALT USE                    2,700 TONS**

**Average use multiplied by 1.5      4,100 TONS**

**SALT ON HAND end of 15-16 Season                    1,400    TONS**

**SALT ORDERED FOR '16-'17            400 Ton Early Fill**  
**2,300 Ton Seasonal Fill**  
**540 Ton Vendor Reserve**

**Estimate cost per ton \$67.00                    2017 Budget \$190,000**

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

MEETING DATE: Wednesday May 11, 2016

AGENDA ITEM: New Business **K**

ITEM TITLE: Award of Contract- 2016 Seal Coating and Patching

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the bid results for the 2016 seal coating project.  
\*\*\*The amount bid is an estimated of quantity. IF Committee is to approve this item please consider approving the unit amount, and not the lump sum. If Committee desires a not to exceed amount please build in a percentage of contingency Committee is comfortable with. Again we do not intend to expand the scope of the project the contingency would absorb the difference that may exist between the actual quantity and estimated amount. When estimating the quantity staff uses the dimensions provided in our PASER manual. If those are off the quantities can vary. Village staff and Contractor measure roads once project is completed to obtain the final quantity for billing purposes.

Attached is a spread sheet of the type of seal coat applied and which streets are part of the 2016 project.

Fharner Asphalt was the only contractor to provide proposal this year.

|                 |               |                   |                  |
|-----------------|---------------|-------------------|------------------|
| Fharner Asphalt | GSB -88       | \$1.19/S.Y.       | \$71,400         |
|                 | Slurry Seal   | \$2.15/S.Y.       | \$40,850         |
|                 | Flex Patching | \$126/Crack @ 28' | \$23,310         |
|                 | Micro Seal    | \$2.35/S.Y.       | \$77,550         |
|                 |               |                   | <b>\$213,110</b> |

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER   x  

RECOMMENDATION:

Staff recommends contracting with Fharner Asphalt Sealers for the 2016 seal coat projects. Funds shall be allocated from Highway account 10-542-530-3505.

COMMITTEE ACTION:

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

| STREET NAME           | YEAR | PASER<br>RATING | SEALCOAT<br>OPTION | APPROX. SQ. YRD      |
|-----------------------|------|-----------------|--------------------|----------------------|
| Emerald               | 2003 | 8               | GSB- 88            | 10,000               |
| Elmwood               | 2003 | 8               | GSB- 88            | 7,600                |
| Amber                 | 2003 | 8               | GSB- 88            | 3,000                |
| Rimrock               | 2003 | 8               | GSB- 88            | 1,300                |
| Sunvalley             | 2002 | 8               | GSB- 88            | 5,500                |
| Twin Meadows          | 2003 | 8               | GSB- 88            | 3,000                |
| Willow wood Ct        | 1997 | 7               | GSB- 88            | 725                  |
| Willow wood lane bulb | 1997 | 7               | GSB- 88            | 800                  |
| Juniper               | 2009 | 8               | GSB- 88            | 10,500               |
| Aspen Ct              | 2009 | 8               | GSB- 88            | 2,875                |
| Redwood               | 2009 | 8               | GSB- 88            | 6,000                |
| Sequoia Ct            | 2009 | 8               | GSB- 88            | 1,000                |
| Hawthorne             | 2009 | 8               | GSB- 88            | 7,600                |
| <b>TOTAL</b>          |      |                 |                    | <b>60,000</b>        |
|                       |      |                 |                    |                      |
| Willow wood           | 1997 | 7               | slurry             | 3,275                |
| Wild flower lane      | 1997 | 7               | slurry             | 1,400                |
| Wendy Lane            | 1999 | 7               | slurry             | 3,500                |
| Dotty                 | 1999 | 7               | slurry             | 2,000                |
| Camelot               | 2000 | 7               | slurry             | 2,000                |
| Arthur Ct             | 2000 | 7               | slurry             | 1,100                |
| Lancelot              | 2000 | 7               | slurry             | 5,000                |
|                       |      |                 |                    |                      |
| <b>TOTAL</b>          |      |                 |                    | <b>19,000</b>        |
|                       |      |                 |                    |                      |
| Maple Road            | 1997 | 6               | Flex Patch         | 185 cup cracks @ 28' |
|                       |      | 6               | Micro              | 33,000               |
|                       |      |                 |                    |                      |
|                       |      |                 |                    |                      |
|                       |      |                 |                    |                      |
| <b>GRAND TOTAL</b>    |      |                 |                    |                      |

**BID FORM – SECTION 00410**

**ARTICLE 5: BASIS OF BID**

5.01 CONTRACTOR shall complete the Work in conformance with the CONTRACT DOCUMENTS for the unit prices presented in this Section. Unit prices shall be all-inclusive, all-incidental. Estimated Quantities on the Bid Form include contingencies and rounding; therefore, most will not exactly equal the summation of the Plan Sheet Schedules.

| ITEM NO.                         | BID ITEM                          | UNIT     | EST. QUANTITY | UNIT PRICE    | EXTENDED AMOUNT                                                              |
|----------------------------------|-----------------------------------|----------|---------------|---------------|------------------------------------------------------------------------------|
| A01                              | GSB-88 Seal Coating               | S.Y.     | 60,000.00     | <i>1.19</i>   | 71,400.00                                                                    |
| A02                              | Slurry Seal Coating               | S.Y.     | 19,000.00     | <i>2.15</i>   | 40,850.00                                                                    |
| A03                              | Flex Patching (28' roadway width) | EA Crack | 185.00        | <i>126.00</i> | 23,310.00                                                                    |
| A04                              | Micro Seal Coating                | S.Y.     | 33,000.00     | <i>2.35</i>   | 77,550.00                                                                    |
| TOTAL (Sum A01 thru A04), Number |                                   |          |               |               | 213,110.00                                                                   |
| TOTAL (Sum A01 thru A04), Words  |                                   |          |               |               | <i>Two Hundred Thirteen Thousand, One Hundred ten dollars and zero Cents</i> |

BIDDER agrees to all Work as specified in WORK SUMMARY – SECTION 01010 of the TECHNICAL SPECIFICATIONS.

The Village Board reserves the right to award one contract for each Bid Item, the right to award a contract for two Bid Items in addition to awarding a contract for one Bid Item, and the right to award one contract for all three Bid Items.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the GENERAL CONDITIONS. BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the CONTRACT DOCUMENTS. OWNER reserves right to increase or decrease project areas and bid item quantities using the same Bid prices.

**ARTICLE 6: TIME OF COMPLETION**

6.01 BIDDER agrees to the Project Milestones as specified in WORK SUMMARY – SECTION 01010 of the TECHNICAL SPECIFICATIONS.

6.02 BIDDER accepts the provisions for liquidated damages set forth in the AGREEMENT and are defined in Section 12.03 of the SUPPLEMENTAL CONDITIONS.