VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

AMENDED 08/01/16

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **THURSDAY, August 4, 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:** July 6, 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. **NEW BUSINESS:**

A. Consideration of Invoice – Utility Sales and Service
B. Request to Release Retainer – Fahrner Asphalt
C. Request to Release Retainer – Water Well Solutions
D. Request to Award Contract – TID #6 – Nimitz Court Street Lighting
E. Request to Award Contract – Park Avenue Watermain
** F. Consideration & Discussion of Section 11.08 & Section 11.081(Trash, Refuse & Recyclables Collection)
** G. Request Approval to Advertise For Bids for Sanitary Sewer Relay – Main Street & Sanitary Sewer Extension
H. Request Approval of Modifications to Prairie Glen II Developer Agreement

VI. **NEXT MEETING DATE:** Set September, 2016 Meeting Date and Time

VII. **ANNOUNCEMENTS:**

VIII. **ADJOURNMENT:**

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

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

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

July 6, 2016
Village Hall Board Room

CALL: Pro. Chm. Zabel called the meeting to order at 5:30 p.m.

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

PREVIOUS MINUTES: MOTION made by Warren, seconded by Miller to approve the minutes of May 3, 2016 and June 1, 2016.

Motion carried unanimously.

PUBLIC COMMENT: None

CONSIDERATION OF INVOICE – WDNR 2016 WATER USE FEES: Supt. Driver reported this annual fee is charged by the WDNR for water withdrawn from the aquifer based on the number of gallons.

MOTION made by Miller, seconded by Warren authorizing the payment of $3,716.00 to the WDNR for the 2016 Water Use Fees. Funds allocated from Account #50-711-530-6030.

Motion carried unanimously.

CONSIDERATION OF INVOICE – HD SUPPLY:

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation authorizing payment of $5,041.00 to HD Supply for the purchase of various materials used for unforeseen water main repairs and the 2016 Road Reconstruction projects. Funds to be allocated from Acct. #50-743-530-6730.

Motion carried unanimously.

CONSIDERATION OF INVOICE – D.F. TOMASINI:

MOTION made by Miller, seconded by Warren authorizing the payment of $4,195.00 to D.F. Tomasini for the emergency water distribution repair of a 16" main line at Division Road and Dotty Way. Funds to be allocated from Acct. #50-742-530-6730.

Motion carried unanimously.

CONSIDERATION OF INVOICE – FERGUSON WATERWORKS:

MOTION made by Warren, seconded by Miller authorizing the payment of $4,584.00 to Ferguson Waterworks for various materials to be utilized for water distribution repairs. Funds to be allocated from Acct. #50-742-530-530-6730.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – EAB ASH TREE TREATMENTS: Supt. Olszewski solicited proposals from area tree experts to treat ash trees for the emerald ash bore. Of the seven companies solicited, only one proposal was received for tree trunk injection treatments for select ash trees throughout the Village. Supt. Olszewski further stated the proposal was for approximately 979 inches of treatment on approximately 93 trees which most were located along Mequon Road, Pilgrim Road and DPW campus. The proposal received submitted a unit rate of $5.90 per inch for a total approximate cost of $5,776.10.
Trustee Warren voiced concern of the one bid and questioned if the bid was competitive. Supt. Olszewski stated the bid in fact was competitive and emailed the other solicited companies as to why they did not entertain a bid. Answers included past competition with other tree companies in which they could not compete with other low bids and communication errors within their own company. John Gall of Wachtel Tree Service felt the bid was competitive and noted emerald ash bore is in the Village and taking its toll. The longer the Village waited to treat, the longer it would impact.

Dean Worzella, W213 N10103 Beech Drive, questioned if treatment was ground injected or bored injected and how often a tree was treated. Supt. Olszewski stated treatments were trunk injected every other year. 50% of the trees were done one year and 50% the second year. Trunk injections are most effective this time of year.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to contract M&M Tree Service for the EAB Ash Tree treatments at a unit rate of $5.90 per inch at an approximate total cost of $5,776.10. Funds to be allocated from Account #10-553-530-5290.

Motion carried unanimously.

DRAINAGE CONCERN – BEECH DRIVE – DISCUSSION AND/OR ACTION: Supt. Olszewski reported a number of years ago the Village installed infrastructure within the right of way along Beech Drive. A 12" perforated pipe was installed under the ditch fronting N10062, N10103 & N10113 Beech Drive. Over time tree roots and artesian springs have compounded drainage issues. The Highway Dept. had patched and replaced sections of pipe as a temporary solution. The original perforated pipe now needs to be replaced with a new pipe. Budgetary figures could range between $20,000 to $35,000.

Dean Worzella, W213 N10103 Beech Drive, stated it was unfortunate there were no Village records of the work done in the past. He has an artesian well that runs 24-7. It goes into the collector pipe buried underneath the ditch. When the pipe gets plugged, the underground spring runs anywhere from 2 to 4 gallons per minute. It backs up real quick into his yard. He hoped the Committee would not consider "band aiding" the pipe any longer and replace with a new pipe.

Due to the numerous trees in the area, Supt. Olszewski proposed replacing the current perforated pipe with one uniform rigid pipe. The pipe would run approximately 200 hundred feet north of the Oakley property which was the furthest north property and then depending upon elevation, to the furthest point south of Hickory Drive. The pipe would terminate and flow through the ditch. There would be cleanouts and attachments in front of the resident's driveways so the Village could maintain the mainline. Everything that is stubbed off for the private connections would

terminate at the junction at the right of way. From the right of way line to private property would be on the homeowners' side and anything from the right of way toward the road would be Village.

Barb Vorbel, W213 N10062 Beech Drive, stated a section of pipe had been replaced a couple of years ago. She was not sure if the artesian wells were properly hooked up to any of the pipe. Ms. Vorbel gave a detailed explanation of the flow of water. Ms. Vorbel also questioned who would be responsible for the underground lateral connections from their homes to the rigid pipe in the ditch? Supt. Olszewski stated there would be an exposed mini manhole in the rigid pipe which the homeowner could take whatever piping they had on their property and connect it to the new structure.
Ms. Vorbel stated if the Village buries the new pipe and leaves openings for the artesian wells which currently extend into the ditch, does the homeowner need to contact a plumber to make the connection? Trustee Warren stated the Village would be responsible for taking care of everything in the right of way but the Village would not be responsible for infrastructure on private property.
Dir. Ratayczak stated there were no set plans in place for this stormwater project. Other options could include installing an 8" collector pipe behind the curb for sump pumps by installing "tees" for homes to connected to, or install a Schedule 35 solid sewer pipe in the ditch and branch off laterals to the property lines and make the connection within the right away. If a resident's pipe has failed for any reason the Village would not be responsible. Dir. Ratayczak further noted the ditch slopes were in good shape.

MOTION made by Miller, seconded by Warren recommending staff place the Beech Drive Drainage Concern in the preliminary 2017 Highway Budget for discussion in the attempt to allocate funding for replacement of the pipe within the right of way.

Motion carried unanimously.

CONSIDERATION OF DRAINAGE COMPLAINT – N116 W15925 MAIN STREET:
Supt. Olszewski stated Mr. Lietzau, N116 W15925 Main Street had contacted the Dept. of Public Works to voice concern regarding an 18" concrete storm pipe that went through his property. The aged pipe conveyed water from Pilgrim Road at Roberts Drive southwest to a waterway that leads to Lake Park Ponds. From all appearances the pipe is believed to be original infrastructure and well past its service life. Pictures were provided to the Committee which showed sink holes and the pipes exposure above ground in some areas. Mr. Lietzau was currently in the process of selling his home and was concerned the infrastructure was hampering his ability to sell.

Director Ratayczak stated a majority of these storm sewer crossings are on private property without easements. If the Village were to do anything, easements would need to obtained first. It would take an overall design of the drainage basin to see what contributed to the pipe and then size and install it properly. Discussion included;

- This was an area of discussion when looking at the Beer Garden development;
- The drainage benefits the Village yet goes across private property;
- There are some easements in place but a majority of the properties do not;
- Two issues were; you don't know how the land is going to be developed and if you look at the tile, it looks like old farmers tile as there was no bell and spicket on the ends of the pipes;

- It was recommended that a drainage system study be done;
- It was believed that the previous Village Engineer was looking into a study with the reconstruction of Hwy 145 and the possibly of changing some of the flow down Pilgrim Road to another basin;
- The Director of Public Works stated the study was approved and staff was to come back to the Committee with a cost to see what the project entailed. The previous engineer looked at sharing the water into another drainage basin and there were some initial sketches of where the drainage would flow and whether the pond could handle the additional water.
- If the Village had the easements, is there any immediate solution?

Nancy Lietzau, N116 W15925 Main Street, stated the drainage pipe affected her property and the Schuster property most. A large rainfall can produce up to two feet of water on her property. She believed the water was seeping out of the pipe due to its condition. There were also numerous potholes and questioned who was responsible in the event someone was hurt at the pipe location. Ms. Lietzau wanted to see something done as they were showing their property in which it the pipe came into question. In closing Ms. Lietzau felt the pipe was a maintenance issue.

Chm. Pro Tem Zabel recalled the pipe issue has been a topic of discussion for many years. It always concluded the pipe was a private system on private property. There was always discussion on obtaining easements. He thought the pipe was put in by private people to serve their property. A public document or public drainage area was never created. When asked who was responsible for the pipe, Chm. Zabel assumed it was the responsibility of the homeowner. If you were to remove the pipe from your backyard, you would basically have a ditch.

Ms. Lietzau stated the water was coming from Hwy 145. It was stormwater from the Village coming on to her land. Chm. Zabel stated even though the infrastructure was on Ms. Lietzau's property, she could not remove the pipe per State law. Ms. Lietzau suggested possibly removing the broken pipe and replacing with larger stone so water could continue to drain.

In closing Chm. Zabel suggested Ms. Lietzau continue working with the Village on obtaining easement documents or have the Village do a study of the area to make a determination as to what will occur in the back area of her property. Chm. Zabel stated the Committee approved a basin study December 2, 2014 and will re-affirm the Village does a study to see what is occurring.

Trustee Warren stated the storm water drainage was the easy part. The hard part was figuring what kind of development was going into the area. You must first determine the type of uses for the area, which define what type of surfaces, which defines how much water, and then you can size your pipes accordingly. He felt the Village was a long way off before they could get to an analysis of the area.

Dir. Ratayczak will research the scope of a stormwater drainage analysis to determine whether a study could be done in-house or not.

DEVELOPER AGREEMENT – SAXONY VILLAGE – REVIEW AND POSSIBLE ACTION: Dir. Ratayczak stated the Development Agreement for Saxony Village was to cover items constructed in the public areas. The roads within the development will be private. Highlighted were the following;

- Watermain is to be connected at Hilbert Lane, run due west through the internal roadway and connect with the existing watermain on Castle Drive. The Village is asking JBJ Development to extend the 80 feet of watermain to Castle Drive which is outside of their property limits;
- The Village is trying to abandon a 16" watermain on the southern end of the property. The Village's 2016 Budget includes completing some of the watermain as the watermain has many maintenance issues for the water utility. Staff approached the Saxony Village developer and asked if the Village could run the water main through the Saxony Village property as a public water main which would be a savings to the Village and satisfy the need to make a loop connection;
- Water Supt. Driver further explained a 12" watermain would be relayed in Castle Drive out to Squire Drive, north on Squire Drive and tee into the main. This would complete a loop from Main Street all the way to Hilbert Drive. The current 16" ductile tying into Hilbert and Sylvan would then be abandoned.
- Sanitary sewer issues included lack of volume and capacity on Main Street and a neighboring business looking to double their flow. The Developer was approached asking whether they could install a larger pipe for the Village on the westerly property line from Main Street's existing sanitary sewer south to the existing 30" interceptor sewer. If the Village were to complete this task after the development was established, the Village would need an easement. The Developer and his engineers designed the sanitary sewer through the development within a 30 foot easement. The easement would be granted to the Village at a nominal fee.
- The Village will bid out a project to relay the sanitary sewer on Main Street from Saxony Village to Main Street easterly to Gehl's Corporation just past where their lateral comes in.
- The Village has reached an agreement (via email) that Gehl's will pay 100% of the sanitary sewer relay on Main Street and will share the cost with the Village for relaying the sanitary sewer going from Main Street to the 30" interceptor sewer going through Saxony Village.
- Chm. Zabel noted he would need to speak further with the Village Attorney on some of the issues as he thought there were points that needed to be addressed referencing compliance to Chapter 18 of the Village Code and watermain cost agreements.
- Dir. Ratayczak explained if the Village did not approach the Developer to try and help relieve the flow on Main Street, the developer could build their development, put in their original sanitary sewer design, and tap into the 15" at the SE corner of their property. The Village's portion would not get installed.
- Chm. Zabel stated the Village would have to relay Main Street all the way to the Lift Station and further referenced the Village Code regarding assessments.
- Chm. Zabel requested a Section be added to all developer agreements referencing the Sewer Connection Fee as this fee increased yearly. Dir. Ratayczak referenced Exhibit A of the Developer's Agreement which stated the "current Connection Fees upon building

permit issuance" although could add that information under a separate section of the Agreement.

- Chm. Zabel noted at the time of the Conditional Use Permit there was a small extension of sidewalk on Hilbert Lane that would tie into Sylvan Circle and complete the loop. He felt this was a safety issue for all of the increased foot traffic coming out of that area that currently needed to walk on the road for approximately 150 feet.

MOTION made by Miller, seconded by Warren to forward to the Village Board with a positive recommendation to approve the Development Agreement for Saxony Village with the added stipulation that the developer install sidewalk from the terminus on Hilbert Lane south to Sylvan Circle.

Motion carried 2-1 (Zabel)

PERMIT TO REMOVE EXCESS TOPSOIL – SAXONY VILLAGE DEVELOPMENT:
The Developer had requested approval to remove 5,556 cubic yards of excess topsoil from their project site. Calculation quantities by the Developer were provided to the Committee for review. Developer Scott Bence further explained the topsoil quantities on site, what was remaining and what was to be removed. Discussion followed. Documentation will be provided to the Village indemnifying the Village of any contaminated soils removed from the site.

MOTION made by Warren, seconded by Miller authorizing JBJ Development to remove 5,556 cubic yards of excess topsoil from the Saxony Village development.

Developer Scott Bence informed the Committee that they had a permit from the DNR to truck contaminated soil off site and registered with the Orchard Ridge Landfill.

Motion carried 2-1 (Zabel)

DEVELOPER AGREEMENT – GATEWOOD PLACE – REVIEW AND POSSIBLE ACTION: Dir. Ratayczak presented for review the Gatewood Place Developer Agreement which consisted of four single family residential lots on 6.88 acres on the south side of Donges Bay Road at Magnolia Drive. Public improvements included public watermain extension, fire hydrant relocation, sanitary sewer extension and cul-de-sac construction. The fourth lot bordering Donges Bay Road has existing sewer and water available.
Chm Zabel questioned Section 1.05 of the Developer's Agreement noting there was no language requiring a pathway in front of the Gatewood Place lot along on Donges Bay Road. Currently the existing pathway ended at the westerly end of the Gatewood property and the WDOT had installed sidewalk up to the easterly end of the Gatewood property. The Developer voiced two concerns;

1. Lot #1 covered a lot of area along Donges Bay Road.
2. The cost to install a pathway. The Village has bid quantities for asphalt pathways along Donges Bay Road. Could the pathway be connected as part of the Donges Bay Road project and costs assessed back to the Developer?

Tim Hiller, President of The Hiller Co., representing the ownership stated they did not intend to construct or pay for the extension of a bike path/sidewalk fronting the Donges Bay Road lot. They were not in opposition to the path but questioned the Committee if they would consider a cost share with a cap for the pathway installation. Mr. Hiller believed costs would range from $10,000 to $15,000 for the installation.

Dir. Ratayczak stated the lot frontage was approximately 500 ft. and installation costs would include clearing, grading and filling the ditch before the sidewalk could be installed. Prep costs could run approximately $5,000 and installation of an asphalt sidewalk would be roughly $20/ft. Installation of the asphalt sidewalk was not part of the Donges Bay Road bid prices.
Discussion followed. Chm. Zabel stated the balance of the sidewalk costs could be obtained from the Donges Bay Road project. Mr. Hiller agreed if necessary, easements would be granted for the sidewalk.
Discussion continued on construction access, WE Energies pedestal in the wetland area and a request that the Sewer Connection Fee language be added as a Section within the Development Agreement.

MOTION made by Miller, seconded by Warren to forward to the Village Board with a positive recommendation to approve the Development Agreement for Gatewood Place Subdivision with the additional directive that Village staff design the sidewalk/pathway on the Donges Bay Road lot section of the subdivision with the developer's total cost share not to exceed $5,000.

Motion carried unanimously.

DEVELOPER AGREEMENT – PRAIRIE GLEN PHASE II – REVIEW AND POSSIBLE ACTION: Brian Depies, Regional Manager, SEH Inc. on behalf of Bielinski Homes has proposed the next phase of the Prairie Glen Subdivision known as Prairie Glen Phase II located on the west side of Wasaukee Road and south of Mequon Road. The Developer's Agreement had been approved by the Public Works Committee and Village Board last Fall but was never executed. Since that time, Bielinski Homes was requesting Committee reconsideration of the Developer's Agreement with a few revisions to the document.

Section 1.06 – Improvements to Streets Abutting Subdivision: Currently there was a requirement to install sidewalk up to Mequon Road approximately 170 feet beyond the property boundaries. Mr. Depies stated this area posed challenges to include steep slopes, the possibility of having to obtain private property for the sidewalk installation and standing water issues. While this area seemed to be a fairy insignificant distance, it did have construction constraints. The estimated cost of construction of the sidewalk without potential wetland permitting was $20,000. Currently there was no other sidewalk within this area. Mr. Depies stated not that there wouldn't be sidewalk someday, currently sidewalk didn't appear west into the industrial subdivision and there was no tie in for sidewalks directly north of the subdivision. There is a trail system within the Prairie Glen Subdivision and a walking trail along the road.

Section 5.05 – Recapture Agreement: Bielinski Homes has requested that consideration be given for recapturing anything over 8" line for both the sanitary sewer and water. Oversizing was done for the potential of properties to the west and north.

Director Ratayczak stated the developer was looking for the sizing recapture from an 8" to a 15" line. Village Ordinance allows up to a 12" line. Anything over 12" the Village could reimburse. The Director provided a plan for Committee review which showed the proposed sanitary sewer, cost calculations for increased costs, and the recapture amount. The Village required oversizing as the properties to the west and south side of Mequon Road were accessible to the gravity sanitary sewer line and the Village was trying to service the 16 lots through the gravity sewer line. As for the extended sidewalk, staff calculated 206 ft. of sidewalk beyond the property limits. Previous meetings between Bielinski representatives and the Village agreed to the following requirements; the sidewalk can be an asphalt pathway vs. a concrete sidewalk, the storm sewer pipe can be an HPD pipe and the storm pond outfall structure can be a standard outfall structure which is common around the area.

Chm. Zabel sited other issues to include Resolution 4-14 PDD Conditions and Restrictions approved by the Village Board. As part of the Plan Unit Development the developer was required to install paved sidewalks along Wasaukee Road, continuing north and connecting to the existing sidewalk along Mequon Road at the Mequon Road intersection. Chm. Zabel believed amendments to the Resolution would need Village Board approval.
Bielinski Developers questioned Dir. Ratayczak as to whether the sidewalk extension beyond the property limits could be delayed until sidewalk was constructed by the WDOT as part of their intersection reconstruction. Suggested was the possibility of holding funds in the form of a Letter of Credit from Bielinski Homes until the sidewalk was needed.

Chm. Zabel believed the sidewalk needed to remain as it was part of the Planned Development District. He questioned whether the Developer Agreement could be modified to give the developer the ability to escrow money for the sidewalk at some point in time in the future.

Dir. Ratayczak further discussed the possible type of sidewalk construction and would work with the developer on the options for that area. The Committee needed to decide whether the sidewalk would be required at the time of the subdivision construction or delayed with escrowed funds for future construction.
The Village Engineer estimated approximately $4,120 to pave the 206 foot portion of sidewalk at $20 per foot. Grading would be an additional cost.

In conclusion the Committee suggested:

- Staff shall provide a detailed plan of the 206 foot section of sidewalk area in order to get a better visualization and whether or not the cost was assessable.
- Update the Developer Agreement to include: the recapture language for oversizing of sewer/water facilities.
- Sidewalk changes would require an amendment to the PDD as you're changing the Plan Unit Development.
- The Engineering Dept. will need to approve the pathway design and types of materials used in creating the sidewalk extension.

MOTION made by Zabel, seconded by Warren requesting staff make the necessary modifications to the Prairie Glen Phase II Developer Agreement to include the recapture agreement costs as discussed and return to the Public Works Committee for review and approval.

Motion carried unanimously.

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

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:38 p.m.

Janice Wick

Janice Wick, Recording Secretary

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: Thursday August 4th, 2016

AGENDA ITEM: New Business A

ITEM TITLE: Authorization to pay Invoice-Utility Sales and Service

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

The Versalift portion of unit #408 was in need of substantial repair. The piece of equipment is our bucket truck and is used on a daily basis. During the annual inspection it was determined that the knuckle portion of the boom assembly needed repair due to some cracked welds. This was a very labor intensive job thus the expensive repair cost. The other alternative was to completely replace the entire boom portion of the truck at a cost of $44,000. This repair was moved forward rapidly because of the critical nature of the equipment. A cost of a rental unit similar to ours was roughly $1,000/week. We use this piece of equipment to set traffic signal poles, light poles, maintain street signs, and hang flags.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x___

RECOMMENDATION:

Staff recommends paying Utility Sales and Service Invoice 006633-IN for the amount not to exceed $4,794.10 Funds shall be allocated from Highway Line Item Account 10-542-530-5400.

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: Thursday August 4th, 2016

AGENDA ITEM: New Business B

ITEM TITLE: Request to Release Retainer- Fahrner Asphalt

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

In 2015 Fahrner Asphalt performed sealcoating for the Village. As part of the contractual agreement the Village retained 10% of the overall cost of the project for one year. The funds withheld are there to cover any failures that may occur within the 12 month warranty period. The work performed in 2015 has met staff's expectations and there are no outstanding issues at this time.

The work performed in 2015 is as follows ($195,015.80):

GSB-88: Tree Tops Phase 1 and cul de sacs in Windsong, Sunberry, and Wooded Hill (12 total)

Slurry Seal: Mountbrook Subdivision

Flex Patch and Micro Surface: Freistadt from Goldendale to River.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x___

RECOMMENDATION:

Staff recommends releasing the $19,501.58 still owed to Fahrner Asphalt and accepting the 2015 seal coat projects.

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: August 4, 2016

AGENDA ITEM: New Business C

ITEM TITLE: Request to release Retainer for Water Well Solutions

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

SUMMARY EXPLANATION:

Water Well Solutions was under contract to perform work at Well # 4. The work involved included converting Well #4's deep line shaft pump from oil lubrication to water lubrication. This work has been successfully completed and accepted by the Water Utility. Currently the Village of Germantown is holding Retainage in the amount of $4,135.00.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER ___

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RECOMMENDATION:

Staff recommends that the Public Works Committee approve the release of the total amount of retainage in the amount of $4,135.00 to Water Well Solutions.

COMMITTEE ACTION:

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

BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI

MEETING DATE: August 4, 2016

AGENDA ITEM: New Business D

ITEM TITLE: Award of Contract – TID No. 6
Nimitz Court Street Lighting
Project No. 1406

SUBMITTED BY: John Laning, P.E., Village Engineer

SUMMARY EXPLANATION:

Staff is requesting approval of the lowest bid received for the TID No. 6 Nimitz Court Street Lighting Project No. 1406. The lowest responsible bidder for this project is Outdoor Lighting Construction Company, Inc. whose bid was $ 45,708.50

This project consists of the installation of five (5) street lights with associated in-duct wiring, pull boxes, and control cabinet, for the Willow Creek Business Park Project.

Outdoor Lighting Construction Company has performed work for the Village in the past. Staff has had a positive working experience with this contractor, who has proven to be capable of this type of work.

1. ATTACHMENTS:

   A. Summary of Bids (1 pg)

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to award a contract to Outdoor Lighting Construction Company, Inc. for $45,708.50 funded by the following account:

Account No. 46-574-530-4500 $ 45,708.50

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.

EXHIBIT "A"

TID No. 6
Nimitz Court Street Lighting
Project No. 1406

Bid Opening Date: July 25, 2016

Engineer's Estimate: $ 50,000

Bid Tabulation:

CONTRACTOR	BID
1. Outdoor Lighting Construction Company	$ 45,708.50
2. Vinii	$ 49,363.00

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: August 4, 2016

AGENDA ITEM: New Business E

ITEM TITLE: Park Avenue Water Main from STH 145 to the north side of Fire Station No. 1

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

SUMMARY EXPLANATION:

First, the Director of Public Works extends his apologies to the Public Works and Highway Committee for not bringing this project forward for approval prior to designing and bidding the project.

Fire Station #1 is in need of Village water. The 2016 Budget includes $45,000.00 for installing approximately 400 lineal feet of a 2 " diameter lateral ($22,000.00) and required interior plumbing updating ($23,000.00). Engineering revisited the project and after some discussion decided that installing 8" water main in Park Avenue would be more cost effective and provide better fire protection service to the building. In addition, the Carriage Hills Apartment Development on the west side of Park Avenue , by a Developer Agreement, is held responsible for the cost to install water main past the frontage of their property.

The associated cost breakdown is attached. The total project cost, as bid, is $130,000.00. Staff feels the cost of the Fire Station 6" lateral into the building should be removed from the assessable cost, therefore the assessable cost calculates to $239.08 per lineal foot. Carriage Hills has 382 lineal feet of Frontage on Park Ave. which amounts to an assessable amount of $91,328.56. The remaining cost to the Village is $39,461.44, of which, $22,000.00 is paid from the Buildings and Grounds Maintenance 2016 Budget and the remaining$17,461.44 would be funded by the water Utility Capital Budget.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x___

- List of Bidders and Bids received
- Maps showing location of project
-Cost breakdown

RECOMMENDATION:
Staff recommends Public Works & Highway Committee approve awarding the project to Mueller Excavating, Inc. in the amount of $130, 000.00 and forward with a positive recommendation for award to Village Board.

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.

SUMMARY OF PROJECT COST

PARK AVENUE WATER MAIN PROJECT

Bid Amount:	$130,790.00
Less lateral to Fire Station #1:	$ 11,250.00
Total Assessable Cost:	$119,540.00
Lineal Feet of 8" Water Main:	500
Assessment Rate:	$ 239.08/ LF

Carriage Hills Apartments Frontage on Park Ave: 382 Lineal Feet

Carriage Hills Assessment: 382 LF x $239.08/ LF = $91,328.56

Village Responsibility:

$119,540.00 - $91,328.56 = $28,211.44

Lateral Cost:	$11,250.00	
Total Village Cost:	$39,461.44	
Accounts:	$22,000.00	Buildings and Grounds Maintenance 2016 Budget
	$17,461.44	2016 Water Utility Capital Budget

BID TABULATION

PARK AVENUE / FIRE STATION NO. 1

WATER MAIN EXTENSION PROJECT

1)	Mueller Excavating, Inc	$130,790.00
2)	Buteyn-Peterson	$142,249.50
3)	Wilkomm Excavation and Grading, Inc	$162,654.95
4)	Advanced Construction, Inc	$171,301.50
5)	Globe Contractors, Inc	$179,760.00
6)	Mid City Plumbing & Heating, Inc	$188,875.00
7)	Vinton Construction Company	$193,745.75
8)	DF Tomasini, Inc	$235,140.00

Village of Germantown

Park Avenue-Fire Station 1 WM Extension

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

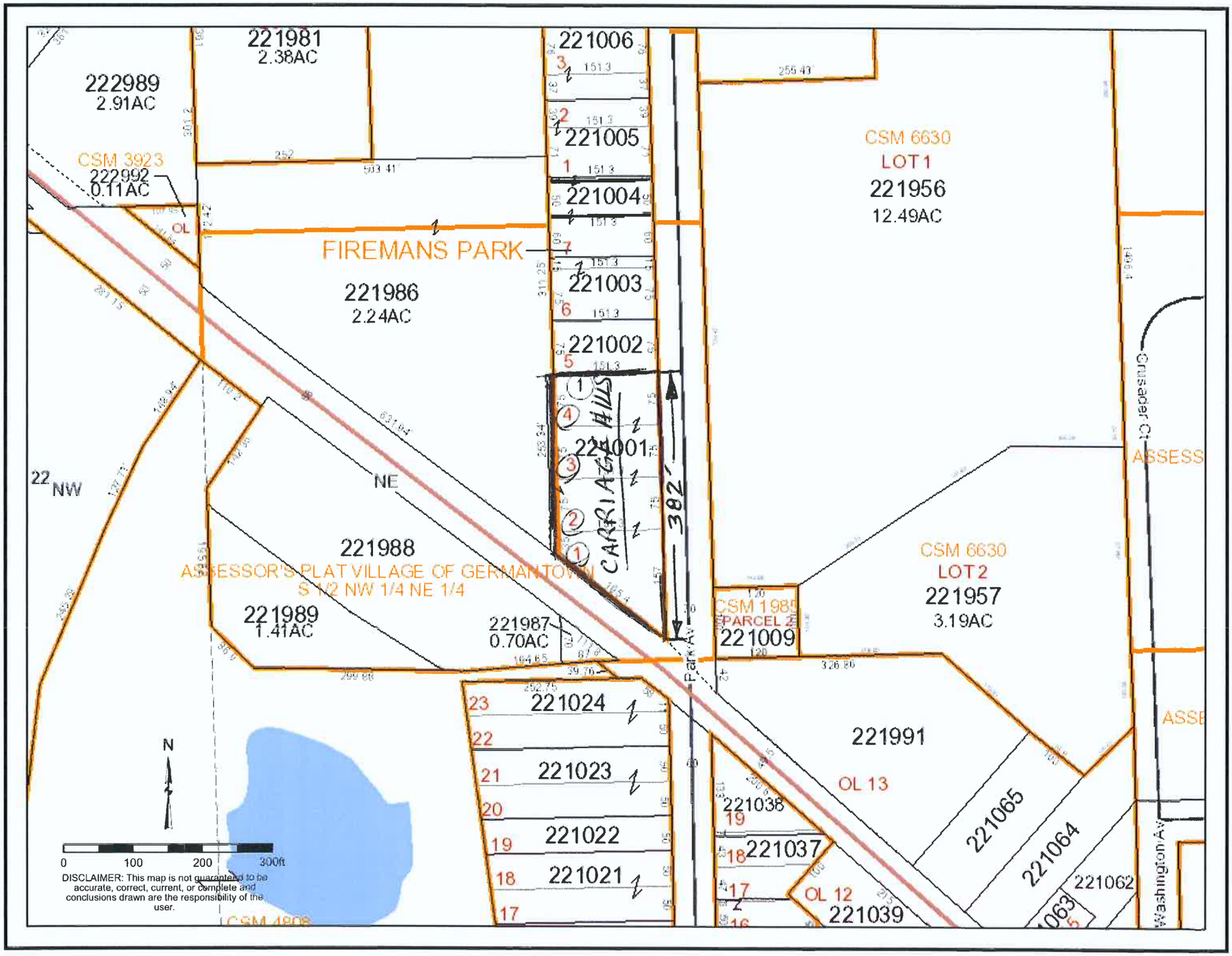
The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

Village of Germantown

SCALE: 1 = 368'

Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700

Print Date: 7/29/2016


221981
2.38AC
222989
2.91AC
CSM 3923
222992
0.11AC
OL
FIREMANS PARK
221986
2.24AC
221006
221005
221004
221003
221002
221001
CARRIAGE HILLS
382'
CSM 6630
LOT 1
221956
12.49AC
Crusader Ct
ASSESS
22 NW
NE
221988
ASSESSOR'S PLAT VILLAGE OF GERMANTOWN
S 1/2 NW 1/4 NE 1/4
221989
1.41AC
221987
0.70AC
CSM 1989
PARCEL 2
221009
CSM 6630
LOT 2
221957
3.19AC
Park Av
221024
221023
221022
221021
221991
OL 13
221038
221037
OL 12
221039
221065
221064
221062
Washington Av
N
0
100
200
300ft
DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.
CSM 4808

WATER MAIN FACILITY
DEVELOPER'S AGREEMENT

VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

1366127

RECORDED
August 29, 2014 10:15 AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Recording Fee Paid: $30.00

Between Carriage Hills Germantown LLC, "Owner"), and the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County.

For the property, described as follows: Lots 1, 2, 3, 4, and part of Outlot 2 in Block 1 of Fireman's Park Subdivision, in the Village of Germantown, Washington County, Wisconsin.

13

Name & Return Address:
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Parcel Identification No:
GTNV 221-001

CARRIAGE HILLS GERMANTOWN LLC

WATER SUPPLY FACILITY DEVELOPER'S AGREEMENT

GTNV 221001

THIS AGREEMENT is entered into by and between the Village of Germantown, a Wisconsin municipal corporation (the "Village") and Carriage Hills Germantown LLC ("Owner").

WHEREAS, Owner owns the property located at W162 N11811 Park Avenue in the Village of Germantown, Washington County, Wisconsin (the "Property"), which is more fully described as Lots 1, 2, 3, 4 and part of Outlot 2 in Block 1 of Fireman's Park Subdivision; and

WHEREAS, the Property has suffered a complete failure of its well due to contamination which has resulted in Owner being forced to provide bottled water to Owner's tenants for consumption at the Property at great expense and detriment to Owner's business; and

WHEREAS, Owner and the Village agree that the above-referenced condition of Owner's well imperils Owner's business and constitutes a significant threat to public health and a bona fide emergency to citizens of the Village of Germantown; and

WHEREAS, Owner has submitted a water service plan for the existing apartment on the Property to the Village for its approval, and Owner proposes to complete the project as described in the plans submitted to, and ultimately approved by, the Village; and

WHEREAS, the water service plan requires the Owner to construct and install a water distribution facility partly within public right of way and partly within a dedicated easement on other properties as shown on and in accordance with those certain plans attached hereto as Exhibit B (the "Plans"); and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction;

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Owner, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by § 18.08 of the Municipal

Code of the Village of Germantown (the "Municipal Code") in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Owner. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Owner shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization for construction will be given, in accordance with § 18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Owner, subject to review and approval by the Village Engineer and the Village Attorney. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works Committee. Water Utility personnel shall inspect all water related construction improvements prior to acceptance by the Public Works Committee. Lateral ends shall be marked with a blue painted 2" x 4".

1.03 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Owner shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to § 17.44 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

(1) Submit and Erosion Control Plan for approval by the Village Engineer.

(2) Owner is required to obtain an erosion control permit from the Building Inspection Department. Owner is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be reasonably determined by the Village engineering staff. Silt fencing shall be removed by Owner promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village's engineering staff.

(3) Owner shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all easement areas and within the public right-of-way, all in accordance with the Plans after installation of all water supply facilities and

appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper, as deemed necessary by the Village Building Inspector or Engineer. Such cleaning shall not exceed a frequency of twice weekly. Owner shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Owner shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may charge Owner's escrow account or draw on Owner's letter of credit established pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Owner from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

1.04 LANDSCAPING. Owner shall complete all landscaping which is to include, but not be limited to: Topsoiling (minimum 4" throughout the areas disturbed by Owner) and seeding, matting/mulching or sodding of Village right-of-way and commonly owned areas within one year of the signing of the Development Agreement or prior to acceptance of the improvements by the Public Works Committee.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Owner, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with § 18.09 of the Municipal Code or as required by the Village Engineer pursuant to § 18.09. Owner understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Owner. Owner hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Owner and the Village after the commencement of work, Owner shall incorporate any such revision into Owner's plans, specifications and work.

Owner shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction. Owner agrees that no work shall be scheduled for the improvements without the Village Engineers written approval of the starting date and schedule.

A pre-construction meeting shall be scheduled between Owner, the Contractors and the Village prior to commencement of any construction on the improvements. Owner shall,

prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 WATER SERVICE. Water service will not be provide until the water main is installed, inspected by the Village Utility and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with 2.05 below, and all other improvements required by this Agreement, except the final street surfacing, are installed and accepted by the Public Works Committee.

2.03 REQUIRED PLANS. Owner shall submit to the Village Engineer for approval all of the plans, profiles and specifications required by § 18.09(3) of the Municipal Code. Required plans for improvements shall include the following:

(1) Water main record-drawings
(2) Erosion and sedimentation controls
(3) Street construction
(4) Water main extensions

In addition, Owner shall submit to the Village Engineer for approval all specifications before authorization for construction will be given. Implicit in this provision is the right of the Village Engineer to require document revisions and modifications to conform to Municipal Code.

2.04 EXISTING FLORA. Owner shall, in accordance with § 18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Plans. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD-DRAWING DOCUMENTS. Owner shall, not later than sixty (60) days following Final Acceptance of the improvements, provide the Village with record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness) of the water main and any corridor improvements. Reproducible copies of all final plans supplied by Owner to the Village pursuant to § 18.09(3) of the Municipal Code shall include record-drawing information for all improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Owner is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Owner. Each original or copy shall be certified by Owner's engineer and/or architect, in accordance with requirements of the Village Engineering Department.

ARTICLE III - DEDICATION AND ACCEPTANCE

Owner agrees that the improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Owner under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Owner or his Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Owner shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Owner for completion prior to acceptance. Upon completion of corrective action, Owner shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Owner, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Owner shall pay all fees, expenses, costs and disbursements which Owner is required to pay, pursuant to § 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Owner within thirty (30) days after being billed by the Village. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Owner, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Owner shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with § 3.14 of the Municipal Code. These fees shall consist of the following:

(1) Water: $832.00/REC

REC is a residential unit equivalent for pumping and storing municipal water or as per § 15.07(2) of the Municipal Code. This fee is payable at the time of Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Owner shall pay a fee based on the cost of required improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by § 18.10 (3) of the Municipal Code and per Germantown Village Board Resolution No. 27-07. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs
1.75% of the next $250,000 of construction costs, and
1.25% of construction costs which exceed $500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of $5,000 for a fee as per § 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with §§ 18.10(7) and (8) of the Municipal Code, Owner shall be responsible for all reasonable professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for reasonable engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant, and shall also be reimbursed for reasonable services rendered by the Village Attorney. Additionally, Owner shall reimburse the Village costs for reasonable inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as reasonably deemed necessary by the Village Engineer.

4.05 DATA CONVERSION FEE. In accordance with § 18.10(13) of the Municipal Code, Owner shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this project.

ARTICLE V - SPECIAL PROVISIONS

5.01 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Owner shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property or within the Project. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Owner, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high water mark of a navigable waterway or 25 feet from a wetland. A note regarding this restriction shall be placed on the Final Plat, if any. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.02 PHASES. Owner has represented that it will construct the public improvements for this project in two phases. All public improvement work associated with the first phase of Development shall be completed within one year following the date of issuance of permits for such work by the Village. The second phase shall consist of the extension of the water supply facility from its terminus at the completion of phase one to the respective property line(s) of the Property. Such second phase shall be completed at Owner's sole expense and not later than such time provided by direction of the Village Engineer, which direction shall only be given at the time in which there is a need for a project which extends the main to properties north of the Property. Should Owner fail to install phase two when requested by the Village, the Village may extend said water supply facility and special assess the costs of such extension to the Owner as provided for in Paragraph 6.04 below.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Owner shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Owner's obligations for phase one under this Agreement as itemized in Exhibit "A" attached hereto and incorporated herein by reference. The Village may, in its sole discretion, following Owner's request and acceptance by the Village Public Works Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Owner 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 Owner'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 Owner under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under § 8.03 below and without regard to the fault of Owner, then Owner'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 public improvements and acceptance of the public improvements 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 Paragraph 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. The form of the letter of credit shall be approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Owner's obligation as provided in Paragraph 6.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Owner of

all obligations under this Agreement. The letter of credit shall be from a local lending institution, in the form of an irrevocable standby letter of credit and auto renewable.

6.03 LIABILITY NOT RELEASED. All deposits or Letters of Credit given hereunder are security devices only which in no manner limit the liability of Owner to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this financial guaranty, the Village reserves the right without notice or hearing to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the Property. In the event of a future water main extension along Park Avenue, the Owner shall also be responsible for all future costs associated with watermain extensions along the front footage of the Property (phase two). By this provision, Owner hereby Waives Notice and Consent to all special assessment or special charges proceedings which may be required by law. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges.

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy permits until such breach is cured. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of $500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property and/or draw upon the financial guaranty to pay for the necessary cost for the Village to complete the public improvements in accordance with the Plans. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Owner shall guarantee all dedicated improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Owner shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Owner shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Owner, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Owner, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to

defend the same has been given to Owner within ten (10) days after service of such suit upon the Village, the judgment shall be conclusive upon Owner, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Owner to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION.

Owner shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Owner's Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(a) the Village shall provide Owner notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's

failure to timely notify Owner shall not prevent or in any way impair recovery by the Village unless Owner is materially prejudiced as a result of such failure;

(b) subject to paragraphs (c) through (f) below, Owner diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(c) the Village may at its own expense hire counsel or consultants to monitor the Claim;

(d) Owner shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(e) Owner shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Owner has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Owner's cost and expense, to defend, negotiate and settle any Claim, and (ii) Owner shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;

(f) If Owner does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Owner, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement shall be completed by Owner not later than one (1) year after execution of this Agreement by both parties unless otherwise extended by the parties in writing.

8.02 DEFAULT. In the event Owner does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Owner, the Village may complete the same and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Owner is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Owner's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

ARTICLE IX - GENERAL PROVISIONS

9.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement, shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

9.02 AGREEMENT FOR BENEFIT OF PURCHASER. Owner agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any building, lot or parcel of land within the Property.

9.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Owner and the Village.

9.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.05 OWNERSHIP. Owner certifies and warrants to the Village that all of the owners of the real estate within the Property are as follows: Carriage Hills Germantown LLC.

9.06 AUTHORITY. Owner, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Carriage Hills Germantown LLC. In addition, for the purposes of this project, Owner hereby authorizes Benjamin Tadych and/or Scott Hower of Wisconsin Apartments to act as Owner's agent for all project-related matters.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Owner, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written

amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Owner or the acceptance of any improvement or performance on the part of the Owner.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

ARTICLE X – AGREEMENT RUNS WITH THE LAND

This Agreement is binding upon Owner, Owner's agents, officers, employees, heirs and assigns. The terms of this Agreement, including but not limited to the provisions related to phase two, shall run with the land and this agreement shall be recorded in the Office of the Register of Deeds for Washington County upon execution.

IN WITNESS WHEREOF, Owner and the Village have caused this Agreement to be signed in duplicate originals this 16 day of June, 2014 which shall be the effective date of this Agreement.

CARRIAGE HILLS GERMANTOWN LLC
By Rauch and Romanshek Partnership, sole member

By: _____
Richard Romanshek, Authorized Partner

STATE OF WISCONSIN)
) SS
COUNTY)

Personally came before me this 19 day of June, 2014, the above-named, Richard Romanshek as partner in Rausch and Romanshek Partnership, the sole member of Carriage Hills Germantown LLC, to me known to be the person who executed the foregoing instrument and to me known to be such managing member of said Company and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: Paula S. Bluemcke
Notary Public, State of Wisconsin
Commission Expires: 9-27-15

My Commission Expires:

VILLAGE OF GERMANTOWN

By Dean M. Wolter
Dean Wolter, Village President

ATTEST:

By Barbara K. D. Goeckner
Barbara K. D. Goeckner, Village Clerk

Per Village Board Approval: Dated 6-16-14

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this 17th day of June, 2014, the above-named, Dean Wolter, Village President, and Barbara Goeckner, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority and pursuant to action by its Village Board on the 16th day of June, 2014.

By Timmerly Tamborino
Print Name: Timmerly Tamborino
Notary Public, State of Wisconsin
My Commission Expires: 3.20.16

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Dan Ludwig, Director of Public Works

EXHIBIT A

VILLAGE FEE SCHEDULE FOR PROJECT

AGREEMENT FOR EXTENSION OF WATER MAIN
TO BUILDING ON PARK AVENUE

Item Description	Basis	Estimated Amount
Street Repair	1.02	$5,000.00
Water Main	1.02	$110,000.00
Erosion Control	1.04	$1,000.00
Lump Sum Sub-Total		**$116,000.00**
Improvement Review Fee: (Minimum Fee)	3.02	$5625.00 *
Professional Fees (Attorney)	3.03	$200.00 *
Inspection Fees (Estimate)	3.03	$500.00
Data Conversion Fee Estimate	3.04	$300.00
Sub-Total		**$6,625.00**
Total		**$122,625.00**
*Amount Paid At Time of Signing		$5,825.00
LETTER OF CREDIT AMOUNT		**$116,800.00**

Richard Romanshek, Partner
Rauch & Romanshek Partnership sole
Member, Carriage Hills Germantown LLC

Dan Ludwig, Director of Public Works
Village of Germantown

HOURLY RATE SCHEDULE

	2014 Hourly Rate
Director of Public Works	$93.00
Village Engineer	$88.00
Highway Superintendent	$66.00
Zoning Administrator/Planner	$75.00
Engineer Tech III/Land Surveyor	$64.00
Land Surveyor/Survey Crew w/Robot	$149.00
Engineering Assistant II	$60.00
Record Drawing/Document Preparation	$94.00
Clerical	$45.00
Highway/Utility Workers	$52.00
Highway Operators (Traffic Signals)	$91.00
Water Superintendent	$66.00
Wastewater Superintendent	$66.00
Utility Operator	$52.00
Project Engineer	$67.00
Construction Inspection	$94.00

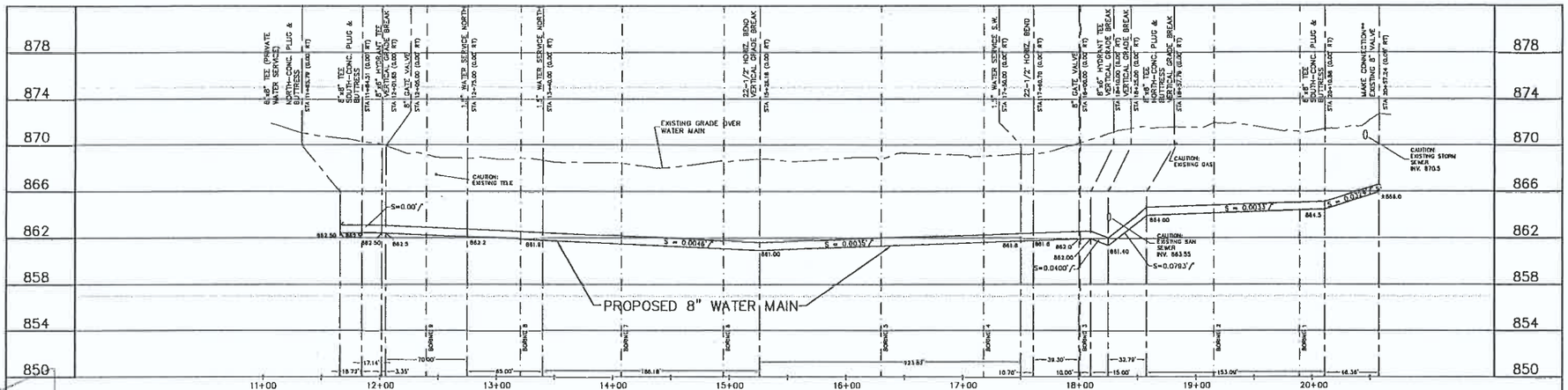
EXHIBIT B

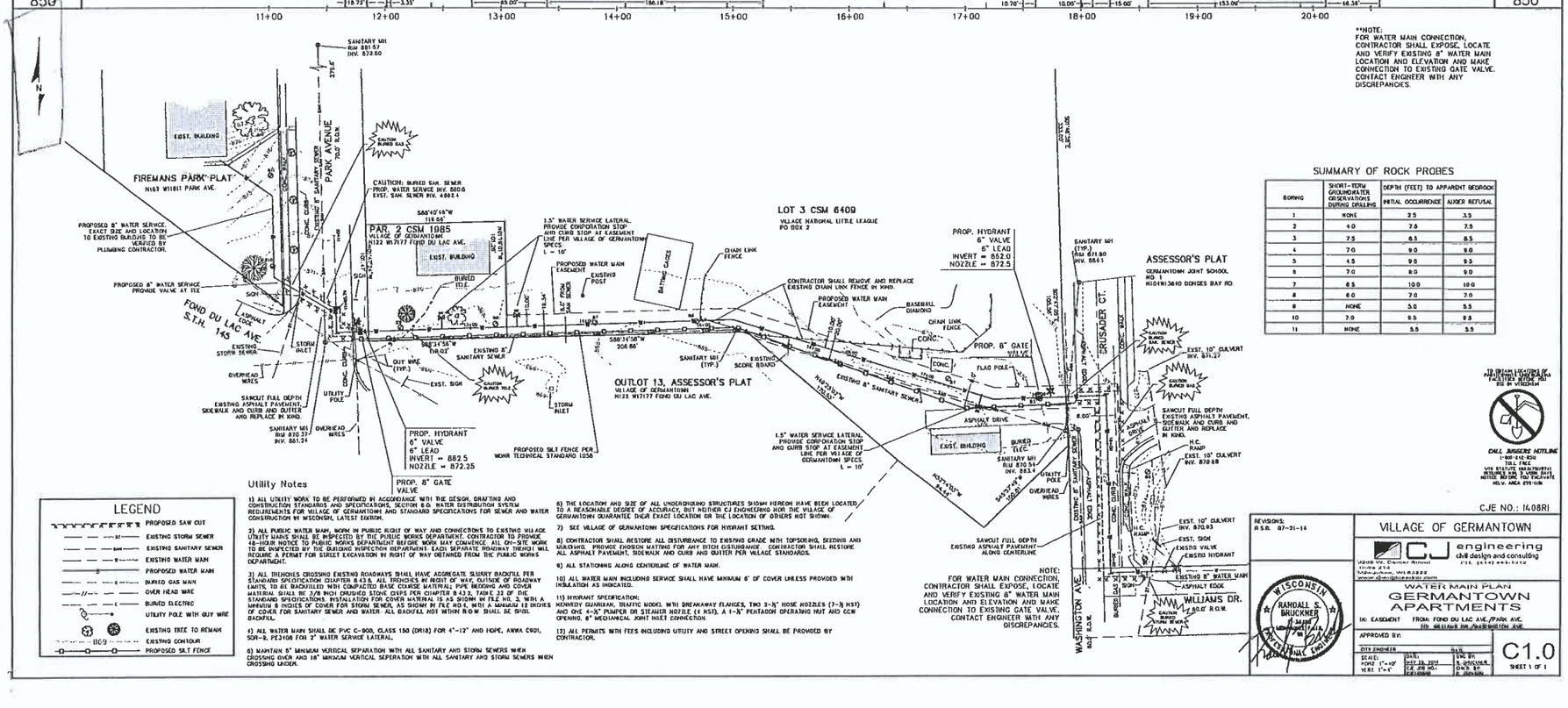
APPROVED PLANS

(see attached)

DOC# 1366127

Exhibit B.





**NOTE:
FOR WATER MAIN CONNECTION, CONTRACTOR SHALL EXPOSE, LOCATE AND VERIFY EXISTING 8" WATER MAIN LOCATION AND ELEVATION AND MAKE CONNECTION TO EXISTING GATE VALVE. CONTACT ENGINEER WITH ANY DISCREPANCIES.

SUMMARY OF ROCK PROBES

BORING	SHORT-TERM GROUNDWATER OBSERVATIONS DURING DRILLING	DEPTH (FEET) TO APPARENT BEDROCK	
		INITIAL OCCURRENCE	AUGER REFUSAL
1	NONE	2.5	3.5
2	4.0	7.5	7.5
3	7.5	8.5	8.5
4	7.0	9.0	9.0
5	4.5	9.0	9.5
6	7.0	8.0	9.0
7	8.5	10.0	10.0
8	6.0	7.0	7.0
9	NONE	5.0	5.5
10	7.0	8.5	9.5
11	NONE	5.5	5.5

LEGEND

- PROPOSED SAW CUT
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- BURIED GAS MAIN
- OVER HEAD WIRE
- BURIED ELECTRIC
- UTILITY POLE WITH GUY WIRE
- EXISTING TREE TO REMAIN
- EXISTING CONTOUR
- PROPOSED SILT FENCE

Utility Notes

1) ALL UTILITY WORK TO BE PERFORMED IN ACCORDANCE WITH THE DESIGN, DRAFTING AND CONSTRUCTION STANDARDS AND SPECIFICATIONS, SECTION 8.0: WATER DISTRIBUTION SYSTEM REQUIREMENTS FOR VILLAGE OF GERMANTOWN AND STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION.

2) ALL PUBLIC WATER MAIN WORK IN PUBLIC RIGHT OF WAY AND CONNECTIONS TO EXISTING VILLAGE UTILITY MAINS SHALL BE INSPECTED BY THE PUBLIC WORKS DEPARTMENT. CONTRACTOR TO PROVIDE 48-HOUR NOTICE TO PUBLIC WORKS DEPARTMENT BEFORE WORK MAY COMMENCE. ALL ON-SITE WORK TO BE INSPECTED BY THE BUILDING INSPECTION DEPARTMENT. EACH SEPARATE ROADWAY TRENCH WILL REQUIRE A PERMIT FOR STREET EXCAVATION IN RIGHT OF WAY OBTAINED FROM THE PUBLIC WORKS DEPARTMENT.

3) ALL TRENCHES CROSSING EXISTING ROADWAYS SHALL HAVE AGGREGATE SLURRY BACKFILL PER STANDARD SPECIFICATION CHAPTER 8.43.8. ALL TRENCHES IN RIGHT OF WAY, OUTSIDE OF ROADWAY LIMITS, TO BE BACKFILLED WITH COMPACTED BASE COURSE MATERIAL PIPE BEDDING AND COVER MATERIAL SHALL BE 3/8 INCH CRUSHED STONE CHIPS PER CHAPTER 8.43.3, TABLE 33 OF THE STANDARD SPECIFICATIONS. INSTALLATION FOR COVER MATERIAL IS AS SHOWN IN FILE NO. 3, WITH A MINIMUM 6 INCHES OF COVER FOR STORM SEWER, AS SHOWN IN FILE NO.4, WITH A MINIMUM 12 INCHES OF COVER FOR SANITARY SEWER AND WATER. ALL BACKFILL NOT WITHIN R.O.W. SHALL BE SPOIL BACKFILL.

4) ALL WATER MAIN SHALL BE PVC C-900, CLASS 150 (DR18) FOR 4"-12" AND HDPE, AWWA C901, SDR-9, PC3408 FOR 2" WATER SERVICE LATERAL.

5) MAINTAIN 8" MINIMUM VERTICAL SEPARATION WITH ALL SANITARY AND STORM SEWERS WHEN CROSSING OVER AND 18" MINIMUM VERTICAL SEPERATION WITH ALL SANITARY AND STORM SEWERS WHEN CROSSING UNDER.

6) THE LOCATION AND SIZE OF ALL UNDERGROUND STRUCTURES SHOWN HEREON HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT NEITHER CJ ENGINEERING NOR THE VILLAGE OF GERMANTOWN GUARANTEE THEIR EXACT LOCATION OR THE LOCATION OF OTHERS NOT SHOWN.

7) SEE VILLAGE OF GERMANTOWN SPECIFICATIONS FOR HYDRANT SETTING.

8) CONTRACTOR SHALL RESTORE ALL DISTURBANCE TO EXISTING GRADE WITH TOPSOILING, SEEDING AND MULCHING. PROVIDE EROSION MATTING FOR ANY DITCH DISTURBANCE. CONTRACTOR SHALL RESTORE ALL ASPHALT PAVEMENT, SIDEWALK AND CURB AND GUTTER PER VILLAGE STANDARDS.

9) ALL STATIONING ALONG CENTERLINE OF WATER MAIN.

10) ALL WATER MAIN INCLUDING SERVICE SHALL HAVE MINIMUM 6' OF COVER UNLESS PROVIDED WITH INSULATION AS INDICATED.

11) HYDRANT SPECIFICATION:
KENNEDY GUARDIAN, TRAFFIC MODEL WITH BREAKAWAY FLANGES, TWO 2-½" HOSE NOZZLES (2-3 NST) AND ONE 4-½" PUMPER OR STEAMER NOZZLE (4 NST), A 1-½" PENTAGON OPERATING NUT AND CCW OPENING, 6" MECHANICAL JOINT INLET CONNECTION.

12) ALL PERMITS WITH FEES INCLUDING UTILITY AND STREET OPENING SHALL BE PROVIDED BY CONTRACTOR.

NOTE:
FOR WATER MAIN CONNECTION, CONTRACTOR SHALL EXPOSE, LOCATE AND VERIFY EXISTING 8" WATER MAIN LOCATION AND ELEVATION AND MAKE CONNECTION TO EXISTING GATE VALVE. CONTACT ENGINEER WITH ANY DISCREPANCIES.

IN WISCONSIN LOCATION OF UNDERGROUND FACILITIES MUST BE BY WISCONSIN
DIAL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
WISCONSIN LAW REQUIRES 3 WORKING DAYS NOTICE BEFORE YOU EXCAVATE
NON-MEMBERS MUST BE CONTACTED INDIVIDUALLY

CJE NO.: 1408RI

REVISIONS:
A.S.B. 07-21-14

WISCONSIN
RANDALL S. BRUCKNER
E-36787
REGISTERED
PROFESSIONAL ENGINEER

VILLAGE OF GERMANTOWN

CJ engineering
civil design and consulting
N2046 W. Clover Street
Suite A
Hartland, WI 53029
www.cjengineering.com

WATER MAIN PLAN
GERMANTOWN APARTMENTS
IN: EASEMENT FROM: FOND DU LAC AVE./PARK AVE. TO: WILLIAMS DR./WASHINGTON AVE.

APPROVED BY:
CITY ENGINEER DATE

SCALE: HORZ 1"=10' VERT 1"=5'
DATE: MAY 28, 2014
C.E. JOB NO.: 1408RI
DWG BY: S. GROOMS
CHKD BY: R. BRUCKNER

C1.0
SHEET 1 OF 1

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: August 4, 2016

AGENDA ITEM: New Business F

ITEM TITLE: Revisions to Municipal Code Section 11.08 & 11.081

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

SUMMARY EXPLANATION:
Trustee Art Zabel submitted a request for this item to be placed on the PWHC Agenda for "Discussion & Action on Municipal Code 11.08 & 11.081".

The last Village Board Meeting addressed the need to review and possibly make revisions to current Municipal Code Sections # 11.08 (Garbage and Recycling Collection) & 11.081 (Recycling Regulations). The specific area that needs to be clarified is what users are to have their trash, refuse and recyclables collected by the Village of Germantown or in-turn what users shall not be provided with Village collection of trash and recyclables. Consideration must also be given to the fact that Garbage collection is governed by State Statutes and Recyclables are governed by the Department of Natural Resources. Areas requiring discussion 1)sect. 8.08(c) ; "developments of 5 or more dwellings as to garbage only" this is confusing when looked from both governing statutes/codes. Does this refer to a development of 5 or more buildings or a building with 5 or more dwelling units per building. Discussion needed to clearly define what users are "eligible" and "not eligible" for collection of Garbage and Recyclables by the Village of Germantown.

Note also that the standards set by the State and the DNR are stating the minimum a responsible unit (municipality) must perform.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x___

-Current Village Code Section #11.08 & 11.081
-Draft__Revised Section 11.08 & 111.081(not reviewed by Village attorney)
-Memo (email) from Department of Natural Resources

RECOMMENDATION:
Staff recommends review of recommended revisions by Village Attorney and forward to Village Board for discussion and approval.

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.

(15) **APPLICABILITY OF INCORPORATED LAWS AND REGULATIONS.** All references to Federal and State laws and regulations shall be deemed to adopt and include any such amendments or revisions as from time to time shall be adopted unless specifically excluded by provisions in this section.

11.08 - GARBAGE AND RECYCLING COLLECTION. (Rep. & Recr. Ord. #08-08)

(1) **SERVICE PROVIDED.** Garbage and recycling collection service shall be provided to Village residents, except for users enumerated in subsection (2) below.

(2) **USERS EXCLUDED.** Garbage and recycling collection service shall not be provided by the Village to the following users:

(a) Industrial users.

(b) Commercial users.

(c) Multifamily residential developments consisting of 5 or more dwellings, as to garbage only. For purposes of this section, multifamily residential development means a discrete, unified building project, in which one or more residential buildings are constructed.

(d) Schools.

(3) **COLLECTION TIME AND DAYS.** Garbage and recyclables shall be placed in approved containers or bundles and placed at the curb or roadside not more than 24 hours prior to pickup or by 7:00 a.m. on the scheduled collection day. After collection, containers shall be removed from the curb or roadside within 12 hours. No pickup shall be made on legal holidays, but shall be made the following work day.

(4) **CONTAINER REGULATIONS.**

(a) All garbage shall be placed in sturdy plastic trash bags or garbage can liners which shall be securely tied, and at the option of the user, the sealed bag or liner may be placed into steel or plastic garbage cans with securely fitting lids.

(5) **ITEMS NOT TO BE PICKED UP.**

(a) Small or large amounts of stone, concrete, earth or sod.

(b) Containers over 32 gallons or over 80 pounds.

(c) Construction debris.

(d) Auto parts, e.g., engine blocks, heads, fenders and mufflers, or other machinery parts.

(e) Tree trunks or stumps, trimmings, or branches.

(f) Garbage or recycling strewn by animals or vandals prior to collection.

(g) Lawn clippings or garden waste.

(h) Household appliances.

(i) Leaves.

(j) Tires.

(k) Hazardous or toxic waste material.

11.081 - RECYCLING REGULATIONS. (Rep. & Recr. Ord. #08-08)

(1) **PURPOSE.** The purpose of this section is to promote recycling, composting and resource recovery through the administration of an effective recycling program, as provided in §287.11, Wis. Stats., and Wis. Adm. Code NR 544.

(2) **STATUTORY AUTHORITY.** This section is adopted as authorized under §287.09(3)(b), Wis. Stats.

(3) **ABROGATION AND GREATER RESTRICTIONS.** It is not intended by this section to repeal, abrogate, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this section imposes greater restrictions, the provisions of this section shall apply.

(4) **INTERPRETATION.** In their interpretation and application, the provisions of this section shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this section may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this section is required by the Wisconsin Statutes or by a standard in Wis. Adm. Code NR 544 and where a provision of this section is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and Wis. Adm. Code NR 544 standards in effect on the date of the adoption of this section or in effect on the date of the most recent text amendment to this section.

(5) **SEVERABILITY.** Should any portion of this section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected.

(6) **APPLICABILITY.** The requirements of this section apply to all persons within the Village.

(7) **ADMINISTRATION.** The provisions of this section shall be administered by the Director of Public Works.

(8) **EFFECTIVE DATE.** The provisions of this section shall take effect on June 1, 2008.

(9) **DEFINITIONS.** For the purpose of this section, the terms used are defined as follows:

(a) Bi-Metal Container. A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

(b) Container Board. Corrugated paperboard used in the manufacture of shipping containers and related products.

(c) Foam Polystyrene Packaging. Packaging made primarily from foam polystyrene that satisfies one of the following criteria:

1. Is designed for serving food or beverages; or
2. Consists of loose particles intended to fill space and cushion the packaged article in a shipping container; or
3. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

(d) HDPE. High density polyethylene, labeled by the SPI code #2.

(e) LDPE. Low density polyethylene, labeled by the SPI code #4.

(f) Magazines. Magazines and other materials printed on similar paper.

(g) Major Appliance. A residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater, or stove.

(h) Multiple-Family Dwelling. A property containing 5 or more residential units, including those which are occupied seasonally.

(i) Newspaper. A newspaper and other materials printed on newsprint.

(j) Nonresidential Facilities and Properties. Commercial, retail, industrial, institutional and governmental facilities and properties. This includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as, but not limited to, fairs, festivals, sports venues, conferences, and exhibits.

(k) Office Paper. High grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

(l) Other Resins or Multiple Resins. Plastic resins labeled by the SPI code #7.

(m)

Person. Includes any individual, corporation, partnership, association, local governmental unit, as defined in §287.01(5m), Wis. Stats., State agency or authority or Federal agency.

(n) PETE. Polyethylene terephthalate, labeled by the SPI code #1.

(o) Plastic Container. An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

(p) Post-Consumer Waste. Solid waste other than solid waste generated in the production of goods, hazardous waste as defined in §291.01(7), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in §289.01(17), Wis. Stats.

(q) PP. Polypropylene, labeled by the SPI code #5.

(r) PS. Polystyrene, labeled by the SPI code #6.

(s) PVC. Polyvinyl chloride, labeled by the SPI code #3.

(t) Recyclable Materials. Includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

(u) Solid Waste. The meaning specified in §289.01(33), Wis. Stats.

(v) Solid Waste Facility. The meaning specified in §289.01(35), Wis. Stats.

(w) Solid Waste Treatment. Any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.

(x) Waste Tire. A tire that is no longer suitable for its original purpose because of wear, damage or defect.

(y) Yard Waste. Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

(10) **SEPARATION OF RECYCLABLE MATERIALS.** Occupants of single-family and 2-unit, 3-unit and 4-unit residences, multiple-family dwellings and nonresidential facilities and properties shall separate the following materials from post-consumer waste:

(a) Lead acid batteries.

(b) Major appliances.

(c) Waste oil.

(d) Yard waste.

(e) Aluminum containers.

(f) Bi-metal containers.

(g) Corrugated paper or other container board.

(h) Clean foam polystyrene packaging.

(i) Glass containers.

(j) Magazines.

(k) Newspaper.

(l) Office paper.

(m) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins

(n) Steel containers.

(o) Waste tires.

(11) **SEPARATION REQUIREMENTS EXEMPTED.** The separation requirements of subsection (10) above do not apply to the following:

(a) Occupants of single-family and 2-unit, 3-unit, and 4-unit residences, multiple-family dwellings and nonresidential facilities and properties that send their post-consumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in subsection (10) above from solid waste in as pure a form as is technically feasible.

(b) Solid waste which is burned as a supplemental fuel at a facility of less than 30% of the heat input to the facility is derived from the solid waste burned as a supplemental fuel, in accordance with §287.07(7)(bg), Wis. Stats.

(c) Foam polystyrene packaging and rigid plastic containers made of PVC (#3), LDPE (#4), PP (#5), PS (#6), and other multiple resins (#7). These items have been granted a separation variance by the Department of Natural Resources under §287.07(7)(h), Wis. Stats.

(12) **CARE OF SEPARATED RECYCLABLE MATERIALS.** To the greatest extent practicable, the recyclable materials separated in accordance with subsection (10) above shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including, but not limited to, household hazardous waste,

medical waste and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain and other inclement weather conditions which may reasonably be anticipated to reduce the marketability of the recyclable materials.

(13) **MANAGEMENT OF LEAD ACID BATTERIES, MAJOR APPLIANCES, WASTE OIL AND YARD WASTE.** Occupants of single-family and 2-unit, 3-unit and 4-unit residences, multiple-family dwellings and nonresidential facilities and properties shall manage lead acid batteries, major appliances, waste oil and yardwaste as follows:

(a) Lead acid batteries shall be brought to an approved drop-off site such as Batteries Plus, Wal-Mart, Fleet Farm, Industrial Recyclers, or other authorized collection centers.

(b) Major appliances, whether or not containing refrigerant, to be disposed of by the owner/user, shall be brought to Waste Management's Orchard Ridge Landfill or to Refrigerant Recovery, Inc.. Non-refrigerant appliances may also be brought to Industrial Recyclers.

(c) Waste oil shall be brought to the Villages West Main Street Recycling Center.

(d) Yard waste shall be brought to the Villages West Main Street Recycling Center.

(14) **PREPARATION AND COLLECTION OF RECYCLABLE MATERIALS.** Except as otherwise directed by the Director of Public Works, occupants of single-family and 2-unit, 3-unit and 4-unit residences shall do the following for the preparation and collection of the separated materials specified in subsection (10)(e) through (o) above:

(a) Aluminum containers shall be placed at the curb in 18-gallon bins provided by the Village.

(b) Bi-metal containers shall be placed at the curb in 18-gallon bins provided by the Village.

(c) Corrugated paper or other container board shall be cut and placed at the curb in 2 feet by 2 feet by 10-inch thick bundles tied with twine, rope or string.

(d) Reserved.

(e) Glass containers shall be placed at the curb in 18-gallon bins provided by the Village.

(f) Magazines shall be placed at the curb in paper bags.

(g) Newspapers shall be placed at the curb in paper bags.

(h) Office paper shall be placed at the curb in paper bags.

(i) Rigid plastic containers shall be prepared and collected as follows:

Code of Ordinances

1. Plastic containers made of PETE, including milk jugs, shall be placed at the curb in 18-gallon containers provided by the Village.
2. Plastic containers made of HDPE, including pop or soda bottles, shall be placed at the curb in 18-gallon containers provided by the Village.

(j) Steel containers shall be placed at the curb in 18-gallon bins provided by the Village.

(k) Waste tires shall be brought to Waste Management's Orchard Ridge Landfill or other tire distributors accepting used tires.

(15) **RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF MULTIPLE-FAMILY DWELLINGS.**

(a) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in subsection (10)(e) through (o) above:

1. Provide adequate, separate containers for the recyclable materials.
2. Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
3. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
4. Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

(b) The requirements specified in paragraph (a) above do not apply to the owners or designated agents of multiple-family dwellings if:

1. The post-consumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in subsection (10)(e) through (o) above from solid waste in as pure a form as is technically feasible.
2. Less than 30% of the heat input to a facility is derived from the solid waste which is burned as a supplemental fuel at that facility in accordance with §287.07(7)(bg), Wis. Stats.
3.

Items that have been granted a separation variance by the Department of Natural Resources under §287.07(7)(h), Wis. Stats. Currently the items which need not be separated from solid waste are foam polystyrene packaging and rigid plastic containers made of PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7).

(16) **RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF NONRESIDENTIAL FACILITIES AND PROPERTIES.**

(a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in subsection (10)(e) through (o) above:

1. Provide adequate, separate containers for the recyclable materials.
2. Notify, in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
3. Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
4. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
5. The owner or occupant of a new building or a building that is remodeled or expanded by 50% or more in floor area shall provide a designated area for separation, temporary storage, and collection of solid waste and recyclables either within or adjacent to the building.

(b) The requirements specified in paragraph (a) above do not apply to the owners or designated agents of nonresidential facilities and properties if:

1. The post-consumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in subsection (10)(e) through (o) above from solid waste in as pure a form as is technically feasible.
2. Less than 30% of the heat input to a facility is derived from the solid waste which is burned as a supplemental fuel at that facility in accordance with §287.07(7)(bg), Wis. Stats.
3.

Items that have been granted a separation variance by the Department of Natural Resources under §287.07(7)(h), Wis. Stats. Currently the items which need not be separated from solid waste are foam polystyrene packaging and rigid plastic containers made of PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7).

(17) **PROHIBITIONS ON DISPOSAL OF RECYCLABLE MATERIALS SEPARATED FOR RECYCLING.** No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the material specified in subsection (10)(e) through (o) above which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

(18) **ENFORCEMENT.**

(a) For the purpose of ascertaining compliance with the provisions of this section, any authorized officer, employee or representative of the Village of Germantown may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling activities which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Village of Germantown who requests access for the purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.

(b) Any person who violates a provision of this section may be issued a citation by a Village police officer to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter.

(c) Any person who shall be adjudicated to have violated any of the provisions of this section shall be subject to a penalty as provided in section 25.04 of this Code.

State law references—Recycling generally, Wis. Stats. ch. 287; local recycling ordinances, Wis. Stats. § 287.09(3)(b).

11.082 - SCAVENGING OF RECYCLABLES PROHIBITED. (Rep. & Recr. Ord. #08-08)

All recyclable materials placed for pickup, as provided in section 11.081(10)(a) through(o) of this chapter, shall be deemed for purposes of this ordinance, the property of the Village and no person shall disturb or remove such materials.

11.09 - ILLEGAL DUMPING PROHIBITED. (Rep. & Recr. Ord. #08-08)

(1) **GENERAL.** Except as provided in section 11.08 of this chapter, no person shall dump, dispose, deposit, litter or store refuse in the Village outside of a licensed sanitary landfill facility on either private or public lands.

(2) **PLACEMENT OF GARBAGE AND RECYCLABLES FOR COLLECTION REGULATED.**

(a) No person shall deposit garbage or recyclables in the dumpster, garbage can, or recycling bin of another person without their consent.

(b) No person shall deposit garbage or recyclables for collection on the property or the right-of-way fronting the property of another person.

(3) **PENALTY.** Any person who shall violate any provision of this section shall be subject to a forfeiture of $50.00 for the first offense and $100.00 for the second and subsequent offenses.

State law reference—Littering, Wis. Stats. § 287.81.

11.10 - SOLID AND HAZARDOUS WASTE FACILITIES. (Rep. & Recr. Ord. #25-93)

Subject to §144.443, Subch. IV, Wis. Stats., no person shall operate a solid or hazardous waste facility in the Village without first obtaining a conditional use permit from the Village Board, pursuant to section 17.42 of this Code.

11.11 - PENALTY.

Any person who shall violate any provision of this chapter shall be subject to a penalty as provided in section 25.04 of this Code.

‹ 10.09 - PENALTY.

CHAPTER 12 - LICENSES AND PERMITS ›

1st. DRAFT

11.08 - GARBAGE AND RECYCLING COLLECTION. (Rep. & Recr. Ord. #08-08)

(1) SERVICE PROVIDED. Garbage and recycling collection service shall be provided to Village residents, except for users enumerated in subsection (2) below.

(2) USERS EXCLUDED. Garbage and recycling collection service shall not be provided by the Village to the following users:

(a) ~~Industrial users.~~ Nonresidential Facilities and Properties.

(b) ~~Commercial users.~~

(c) ~~Multifamily residential developments consisting of 5 or more dwellings, as to garbage only. For purposes of this section, multifamily residential development means a discrete, unified building project, in which one or more residential buildings are constructed.~~

(b) "Multi-Family dwellings" , Exception; garbage to be collected at multi-family dwellings for which a separate real estate property tax bill is issued by the Village Treasure (condominiums).

(d) ~~Schools~~

(3) COLLECTION TIME AND DAYS. Garbage and recyclables shall be placed in approved containers ~~or bundles and~~ placed at the curb or roadside not more than ~~24~~ 12 hours prior to pickup or by 7:00 a.m. on the scheduled collection day. After collection, containers shall be removed from the curb or roadside within 12 hours. No pickup shall be made on legal holidays, but shall be made the following work day.

(4) CONTAINER REGULATIONS.

(a) All garbage shall be placed in ~~sturdy plastic trash bags or garbage can liners which shall be securely tied, and at the option of the user, the sealed bag or liner may be placed into steel or plastic garbage cans with securely fitting lids~~. approved trash carts supplied by the Village contracted collection contractor. The carts are owned and maintained by the collection contractor. All weekly trash must fit into the trash cart to be collected, trash placed on the ground will not be collected.

(b) All recyclables shall be placed in the approved recyclable cart (green with yellow lid) which is furnished, owned and maintained by the Village contracted collection contractor. All co-mingled recyclables must be placed into the recyclables cart for collection; recyclables placed on the ground will not be collected.

(5) ITEMS NOT TO BE PICKED UP.

(a) Small or large amounts of stone, concrete, earth or sod.

(b) ~~Containers over 32 gallons or over 80 pounds.~~

(c) Construction debris.

(d) Auto parts, e.g., engine blocks, heads, fenders and mufflers, or other machinery parts.

(e) Tree trunks or stumps, trimmings, or branches.

(f) Garbage or recycling strewn by animals or vandals prior to collection.

(g) Lawn clippings or garden waste.

(h) Household appliances.

(i) Leaves.

(j) Tires.

(k) Hazardous or toxic waste material.

(J)

11.081 - RECYCLING REGULATIONS. (Rep. & Recr. Ord. #08-08)

(1) PURPOSE. The purpose of this section is to promote recycling, composting and resource recovery through the administration of an effective recycling program, as provided in §287.11, Wis. Stats., and Wis. Adm. Code NR 544.

(2) STATUTORY AUTHORITY. This section is adopted as authorized under §287.09(3)(b), Wis. Stats.

(3) ABROGATION AND GREATER RESTRICTIONS. It is not intended by this section to repeal, abrogate, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this section imposes greater restrictions, the provisions of this section shall apply.

(4) INTERPRETATION. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this section may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this section is required by the Wisconsin Statutes or by a standard in Wis. Adm. Code NR 544 and where a provision of this section is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and Wis. Adm. Code NR 544 standards in effect on the date of the adoption of this section or in effect on the date of the most recent text amendment to this section.

(5) SEVERABILITY. Should any portion of this section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected.

(6) APPLICABILITY. The requirements of this section apply to all persons within the Village.

(7) ADMINISTRATION. The provisions of this section shall be administered by the Director of Public Works.

(8) EFFECTIVE DATE. The provisions of this section shall take effect on ~~June 1, 2008.~~ ~~May 1, 2016~~

(9) DEFINITIONS. For the purpose of this section, the terms used are defined as follows:

(a) Bi-Metal Container. A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

(b) Container Board. Corrugated paperboard used in the manufacture of shipping containers and related products.

(c) Foam Polystyrene Packaging. Packaging made primarily from foam polystyrene that satisfies one of the following criteria:

1. Is designed for serving food or beverages; or

2. Consists of loose particles intended to fill space and cushion the packaged article in a shipping container; or

3. Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

(d) HDPE. High density polyethylene, labeled by the SPI code #2.

(e) LDPE. Low density polyethylene, labeled by the SPI code #4.

(f) Magazines. Magazines and other materials printed on similar paper.

(g) Major Appliance. A residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater, or stove.

(h) Multiple-Family Dwelling. A property containing 5 or more residential units, including those which are occupied seasonally.

(i) Newspaper. A newspaper and other materials printed on newsprint.

(j) Nonresidential Facilities and Properties. Commercial, retail, industrial, institutional (includes churches & schools)) and governmental facilities and properties. This includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as, but not limited to, fairs, festivals, sports venues, conferences, and exhibits.

Parsonage

(k) Office Paper. High grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

(l) Other Resins or Multiple Resins. Plastic resins labeled by the SPI code #7.

(m) Person. Includes any individual, corporation, partnership, association, local governmental unit, as defined in §287.01(5m), Wis. Stats., State agency or authority or Federal agency.

(n) PETE. Polyethylene terephthalate, labeled by the SPI code #1.

(o) Plastic Container. An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

(p) Post-Consumer Waste. Solid waste other than solid waste generated in the production of goods, hazardous waste as defined in §291.01(7), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in §289.01(17), Wis. Stats.

(q) PP. Polypropylene, labeled by the SPI code #5.

(r) PS. Polystyrene, labeled by the SPI code #6.

(s) PVC. Polyvinyl chloride, labeled by the SPI code #3.

(t) Recyclable Materials. Includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

(u) Solid Waste. The meaning specified in §289.01(33), Wis. Stats.

(v) Solid Waste Facility. The meaning specified in §289.01(35), Wis. Stats.

(w) Solid Waste Treatment. Any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.

(x) Waste Tire. A tire that is no longer suitable for its original purpose because of wear, damage or defect.

(y) Yard Waste. Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

(10) SEPARATION OF RECYCLABLE MATERIALS. Occupants of single-family and 2-unit, 3-unit and 4-unit residences, multiple-family dwellings and nonresidential facilities and properties shall separate the following materials from post-consumer waste:

(a) Lead acid batteries.

(b) Major appliances.

(c) Waste oil.

(d) Yard waste.

(e) Aluminum containers.

(f) Bi-metal containers.

(g) Corrugated paper or other container board.

(h) Clean foam polystyrene packaging.

(i) Glass containers.

(j) Magazines.

(k) Newspaper.

(l) Office paper.

(m) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins

(n) Steel containers.

(o) Waste tires.

(11) SEPARATION REQUIREMENTS EXEMPTED. The separation requirements of subsection (10) above do not apply to the following:

(a) Occupants of single-family and 2-unit, 3-unit, and 4-unit residences, multiple-family dwellings, condominiums and nonresidential facilities and properties that send their post-consumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in subsection (10) above from solid waste in as pure a form as is technically feasible.

(b) Solid waste which is burned as a supplemental fuel at a facility of less than 30% of the heat input to the facility is derived from the solid waste burned as a supplemental fuel, in accordance with §287.07(7)(bg), Wis. Stats.

(c) Foam polystyrene packaging and rigid plastic containers made of PVC (#3), LDPE (#4), PP (#5), PS (#6), and other multiple resins (#7). These items have been granted a separation variance by the Department of Natural Resources under §287.07(7)(h), Wis. Stats.

(12) CARE OF SEPARATED RECYCLABLE MATERIALS. To the greatest extent practicable, the recyclable materials separated in accordance with subsection (10) above shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain and other inclement weather conditions which may reasonably be anticipated to reduce the marketability of the recyclable materials.

(13) MANAGEMENT OF LEAD ACID BATTERIES, MAJOR APPLIANCES, WASTE OIL AND YARD WASTE. Occupants of single-family and 2-unit, 3-unit and 4-unit residences, multiple-family dwellings and nonresidential facilities and properties shall manage lead acid batteries, major appliances, waste oil and yardwaste as follows:

(a) Lead acid batteries shall be brought to an approved drop-off site such as Batteries Plus, Wal-Mart, Fleet Farm, Industrial Recyclers, or other authorized collection centers.

(b) Major appliances, whether or not containing refrigerant, to be disposed of by the owner/user, shall be brought to Waste Management's Orchard Ridge Landfill or to Refrigerant Recovery, Inc.. Non-refrigerant appliances may also be brought to Industrial Recyclers.

(c) Waste oil shall be brought to the Villages West Main Street Recycling Center.

(d) Yard waste shall be brought to the Villages West Main Street Recycling Center.

(14) PREPARATION AND COLLECTION OF RECYCLABLE MATERIALS. Except as otherwise directed by the Director of Public Works, occupants of single-family and 2-unit, 3-unit and 4-unit residences shall do the following for the preparation and collection of the separated materials specified in subsection (10)(e) through (o) above:

(a) Aluminum containers shall be placed at the curb in ~~18-gallon bins provided by the Village.~~ In approved cart for recyclable materials.

(b) Bi-metal containers shall be placed at the curb in ~~18-gallon bins provided by the Village.~~ approved cart for recyclable materials.

(c) Corrugated paper or other container board shall be cut and placed at the curb in ~~2 feet by 2 feet by 10 inch thick bundles tied with twine, rope or string.~~ approved cart for recyclable materials.

(d) Reserved.

(e) Glass containers shall be placed at the curb in ~~18-gallon bins provided by the Village.~~ approved cart for recyclable materials.

(f) Magazines shall be placed at the curb in ~~paper bags.~~ approved cart for recyclable materials.

(g) Newspapers shall be placed at the curb in ~~paper bags.~~ approved cart for recyclable materials.

(h) Office paper shall be placed at the curb in ~~paper bags.~~ approved cart for recyclable materials.

(i) Rigid plastic containers shall be prepared and collected as follows:

1. Plastic containers made of PETE, including milk jugs, shall be placed at the curb in ~~18-gallon containers provided by the Village.~~ approved cart for recyclable materials.

2. Plastic containers made of HDPE, including pop or soda bottles, shall be placed at the curb in ~~18-gallon containers provided by the Village.~~ approved cart for recyclable materials.

(j) Steel containers shall be placed at the curb in ~~18-gallon bins provided by the Village.~~ approved cart for recyclable materials.

(k) Waste tires shall be brought to Waste Management's Orchard Ridge Landfill or other tire distributors accepting used tires.

(15) RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF MULTIPLE-FAMILY DWELLINGS & CONDOMINIMUMS HAVING 5 OR GREATER CONTIGUOUS UNITS:

(a) Owners or designated agents of multiple-family dwellings and condominiums (5 plus contiguous units) shall do all of the following to recycle the materials specified in subsection (10)(e) through (o) above:

1. Provide adequate, separate containers for the recyclable materials.

2. Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.

3. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.

4. Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

(b) The requirements specified in paragraph (a) above do not apply to the owners or designated agents of multiple-family dwellings & condominiums units having 5 or greater contiguous units if:

1. The post-consumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials

specified in subsection (10)(e) through (o) above from solid waste in as pure a form as is technically feasible.

2. Less than 30% of the heat input to a facility is derived from the solid waste which is burned as a supplemental fuel at that facility in accordance with §287.07(7)(bg), Wis. Stats.

3. Items that have been granted a separation variance by the Department of Natural Resources under §287.07(7)(h), Wis. Stats. Currently the items which need not be separated from solid waste are foam polystyrene packaging and rigid plastic containers made of PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7).

(16) RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF NONRESIDENTIAL FACILITIES AND PROPERTIES.

(a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in subsection (10)(e) through (o) above:

1. Provide adequate, separate containers for the recyclable materials.

2. Notify, in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.

3. Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.

4. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

5. The owner or occupant of a new building or a building that is remodeled or expanded by 50% or more in floor area shall provide a designated area for separation, temporary storage, and collection of solid waste and recyclables either within or adjacent to the building.

(b) The requirements specified in paragraph (a) above do not apply to the owners or designated agents of nonresidential facilities and properties if:

1. The post-consumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in subsection (10)(e) through (o) above from solid waste in as pure a form as is technically feasible.

2. Less than 30% of the heat input to a facility is derived from the solid waste which is burned as a supplemental fuel at that facility in accordance with §287.07(7)(bg), Wis. Stats.

3. Items that have been granted a separation variance by the Department of Natural Resources under §287.07(7)(h), Wis. Stats. Currently the items which need not be separated from solid waste are foam polystyrene packaging and rigid plastic containers made of PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7).

(17) PROHIBITIONS ON DISPOSAL OF RECYCLABLE MATERIALS SEPARATED FOR RECYCLING. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the material specified in subsection (10)(e) through (o) above which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

(18) ENFORCEMENT.

(a) For the purpose of ascertaining compliance with the provisions of this section, any authorized officer, employee or representative of the Village of Germantown may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling activities which

shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Village of Germantown who requests access for the purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.

(b) Any person who violates a provision of this section may be issued a citation by a Village police officer to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter.

(c) Any person who shall be adjudicated to have violated any of the provisions of this section shall be subject to a penalty as provided in section 25.04 of this Code.

State law references—Recycling generally, Wis. Stats. ch. 287; local recycling ordinances, Wis. Stats. § 287.09(3)(b).

11.082 - SCAVENGING OF RECYCLABLES PROHIBITED. (Rep. & Recr. Ord. #08-08)

All recyclable materials placed for pickup, as provided in section 11.081(10)(a) through(o) of this chapter, shall be deemed for purposes of this ordinance, the property of the Village and no person shall disturb or remove such materials.

11.09 - ILLEGAL DUMPING PROHIBITED. (Rep. & Recr. Ord. #08-08)

(1) GENERAL. Except as provided in section 11.08 of this chapter, no person shall dump, dispose, deposit, litter or store refuse in the Village outside of a licensed sanitary landfill facility on either private or public lands.

(2) PLACEMENT OF GARBAGE AND RECYCLABLES FOR COLLECTION REGULATED.

(a) No person shall deposit garbage or recyclables in the dumpster, garbage can, or recycling bin of another person without their consent.

(b) No person shall deposit garbage or recyclables for collection on the property or the right-of-way fronting the property of another person.

(3) PENALTY. Any person who shall violate any provision of this section shall be subject to a forfeiture of $50.00 for the first offense and $100.00 for the second and subsequent offenses.

State law reference—Littering, Wis. Stats. § 287.81.

11.10 - SOLID AND HAZARDOUS WASTE FACILITIES. (Rep. & Recr. Ord. #25-93)

Subject to §144.443, Subch. IV, Wis. Stats., no person shall operate a solid or hazardous waste facility in the Village without first obtaining a conditional use permit from the Village Board, pursuant to section 17.42 of this Code.

11.11 - PENALTY.

Any person who shall violate any provision of this chapter shall be subject to a penalty as provided in section 25.04 of this Code.

Ratayczak, Larry

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?

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

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Contact with DNR

Lawrence Ratayczak

From: Burns, Melanie M - DNR [Melanie.Burns@wisconsin.gov]
Sent: Friday, October 02, 2015 11:55 AM
To: Lawrence Ratayczak
Subject: RE: refuse & recycling collection

Hi Larry-
It was nice speaking with you today. I couldn't find anything in code related to tax id numbers- perhaps it was in your local ordinances?

Here are some guidance documents that may be useful for you with regards to recycling:

Multi-family Guidance document: http://dnr.wi.gov/files/pdf/pubs/wa/wa1638.pdf
Background/Overview of Recycling Law: http://dnr.wi.gov/files/PDF/pubs/wa/WA422.pdf
A Renters Guide to Recycling: http://dnr.wi.gov/files/PDF/pubs/wa/WA1633.pdf

See my answer below to your question. I talked it over with another specialist and Cynthia and it seems to be consistent with what we talked about on the phone.

Regards,
We are committed to service excellence.
Visit our survey at http://dnr.wi.gov/customersurvey to evaluate how I did.

Melanie Burns
Waste Management Specialist
Wisconsin Department of Natural Resources
2300 N Martin Luther King Jr. Drive
Milwaukee, WI 53212
Phone: (414) 263-8652
Fax: (414) 263-8716
melanie.burns@wisconsin.gov

From: Lawrence Ratayczak [mailto:lratayczak@village.germantown.wi.us]
Sent: Friday, October 02, 2015 10:00 AM
To: Burns, Melanie M - DNR
Subject: FW: refuse & recycling collection

Melanie:

I was informed by Cynthia Moore that she forwarded a communication of mine to you regarding questions that I have regarding the collection of refuse & recyclables at condominium developments. I am in a bit a tight time frame to get this information to my board of Trustees. My main question revolves around dwellings having more than 4 contiguous units in one structure and also the scenario were an apartment building was transferred to a condo designation (say 16 units)

Because the dwelling structure is more than 4 units, it would fall into the "Multi-family dwelling" category in which the RU would not be responsible for providing the recycling

to those properties. The RU still needs to make sure that the dwelling owner (or association) is still providing *recycling* for those residents in one way or another. Whether or not they have a tax id number makes no difference to the DNR. The DNR *does not* say that trash has to be picked up in one particular way according to code. It really depends on how that particular municipality decides to handle it, whether it be all residents have subscription based, drop off, or a curbside contract with a hauler. I hope this helps. Please contact me if you need further explanation or have additional questions. –Melanie Burns

Can you provide assistance with these conditions

Regards:

Larry Ratayczak, P.E.
Village of Germantown
Director of Public Works

(262) 250-4725 Work
(414) 745-9999 Mobile
lratayczak@village.germantown.wi.us
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022-0337

From: Moore, Cynthia G - DNR [mailto:Cynthia.Moore@wisconsin.gov]
Sent: Monday, September 28, 2015 4:34 PM
To: Lawrence Ratayczak
Cc: Marshall, Melody A - DNR
Subject: RE: refuse & recycling collection

Larry, I forwarded your original message to Melanie Burns, the recycling specialist assigned to Washington County. She'll contact you and get you the information you need.
I had copied you on my initial message to her, but see that I dropped part of your email address- so you never got that message.

Glad to see you are still working on recycling!
Cynthia

We are committed to service excellence.
Visit our survey at http://dnr.wi.gov/customersurvey to evaluate how I did.

Cynthia Moore
Phone (414) 263-8694
Cynthia.moore@wisconsin.gov

From: Lawrence Ratayczak [mailto:lratayczak@village.germantown.wi.us]
Sent: Monday, September 28, 2015 4:32 PM
To: Moore, Cynthia G - DNR
Subject: FW: refuse & recycling collection

Cynthia:

One additional question regarding refuse collection at a mobile Home Park having single family mobile Home units. Would trash collection be the same as for single family residential homes?

Thank you for your time

Regards:

Larry Ratayczak, P.E.
Village of Germantown
Director of Public Works

(262) 250-4725 Work
(414) 745-9999 Mobile
lratayczak@village.germantown.wi.us
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022-0337

From: Lawrence Ratayczak
Sent: Monday, September 28, 2015 3:10 PM
To: 'Cynthia.Moore@wisconsin.gov'
Subject: refuse & recycling collection

Cynthia:

I am in the process of reviewing our municipal code as it pertains to collection of trash/refuse and recyclables. I am writing to get some clarification regarding the refuse/trash and recyclable collection.

I have an email (see attached) from when I was the DPW in the City of West Bend in which you defined the areas for recyclable collection. My understanding from your information is the following units are to receive recyclables collection by a municipality;

- Recycling to be collected at all single residential mobile homes
- Discrete building Condo units having 4 dwelling units or less to have recyclables collected
- Condo buildings having 5 or more units to be considered commercial and are not required to have recyclables collected. This would include not collecting recyclables at a condo building for example having 16 units.

Refuse Collection:

Can you define refuse collection for condo's having 1, 2, 3 & 4 dwelling units, are these units considered single family (what wis. Statute) and do they receive refuse collection. Also, what about a condo building having 16 dwelling units, would trash be colelcted by a municipality. All of these units have an individual tax key number.

If you are not the correct contact for the refuse collection items could you direct me to the correct contact.

Regards:

Larry Ratayczak, P.E.
Village of Germantown
Director of Public Works

(262) 250-4725 Work
(414) 745-9999 Mobile
lratayczak@village.germantown.wi.us
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022-0337

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: August 4, 2016

AGENDA ITEM: New Business G

ITEM TITLE: Approval to Bid Sanitary Sewer Relay on Main Street and New 18" Sanitary Sewer

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

SUMMARY EXPLANATION:

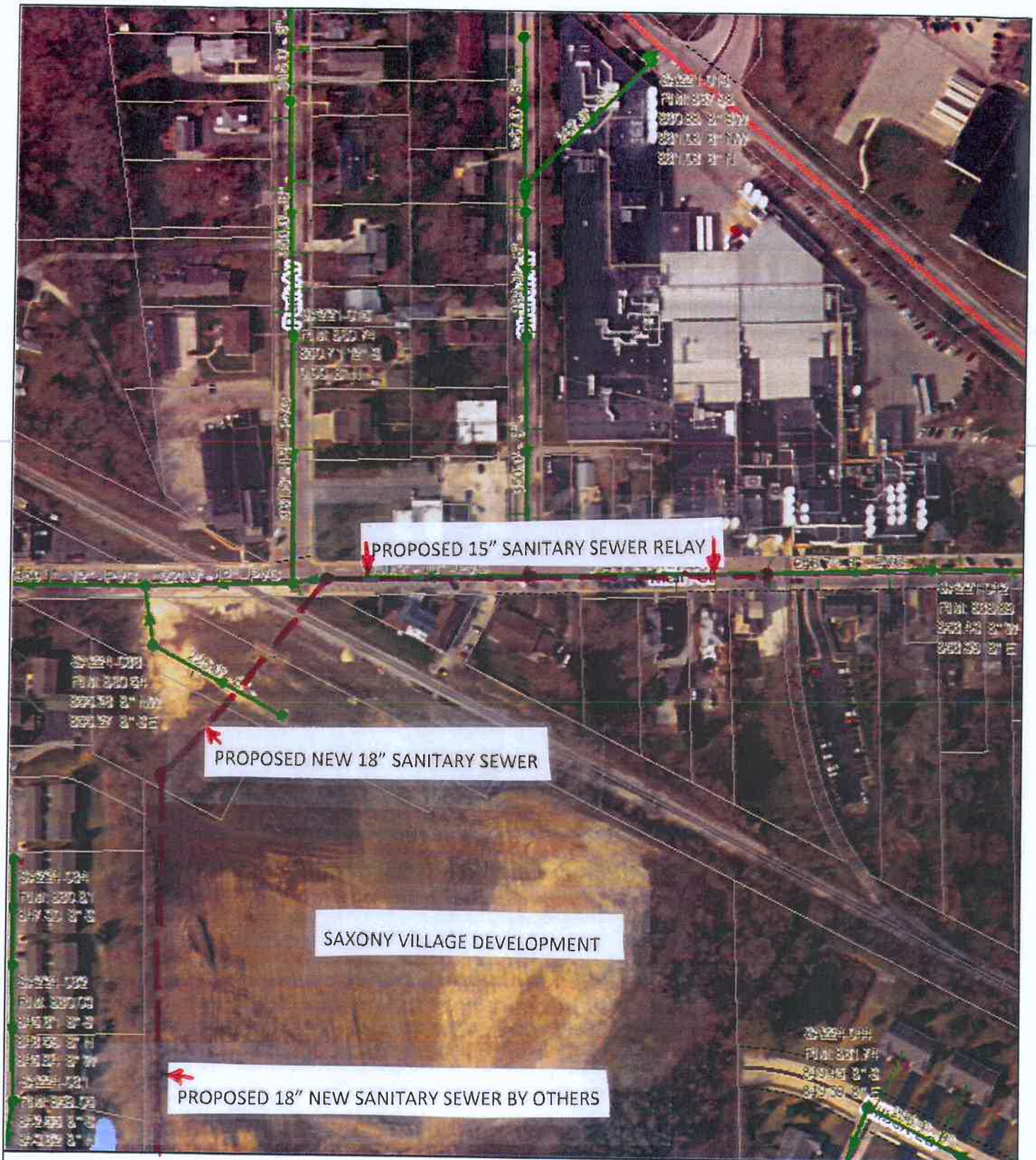
Staff is requesting approval to "Advertise for Bids" to relay an existing 655 lineal foot section of 8 inch & 10 inch sanitary sewer on Main Street with 15 inch sanitary sewer. The relay would begin at an existing manhole which is just east of Park Avenue and proceed east for 655 lineal feet to an existing manhole. The other portion of work to be included is the construction of 490 lineal feet of directionally drilled 18 inch pipe. This section of sewer begins at the same manhole the above mentioned relay started and proceed to the south crossing under the railroad tracks to the southwest and connect with the proposed 18 inch sanitary sewer to be installed by others, which will terminate at the existing 30 inch interceptor sewer. The purpose of the new sewer and the relay is to increase the size and associated capacity of the sanitary sewer system in order to meet the increase in discharge needs of Gehl Foods Inc. In addition, the new sewer will create a reserve capacity for future Main Street development west of Park Avenue. This sewer will also reduce the potential for damage caused by sanitary sewer backup on Park Avenue. The estimated cost for the proposed work is $ 285,000.00 which would come from the Sewer Utility Collecting Mains & Accessories Account.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x___

Map indicating location of relay and additional 15 inch sanitary sewer.

RECOMMENDATION:
Staff requests the Public Works and Highway Committee approve the project and direct staff to complete the design and advertise for bids.

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



Village of Germantown
Main Street Sanitary Relay

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

Village of Germantown

SCALE: 1 = 200'

Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700

Print Date: 8/2/2016

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: August 4, 2016

AGENDA ITEM: New Business H

ITEM TITLE: Prairie Glen II__Development Agreement

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

SUMMARY EXPLANATION:
The Development Agreement for the Prairie Glen II residential subdivision was previously approved by the Village Board on August 17, 2015. The Developer, Bielinski Homes, Inc, never executed the agreement due to concerns over required sidewalk on Wasauke Road and other internal items due to economic concerns. These items have been resolved and the addition to recapture over sizing of sanitary sewer was approved at the July 6, 2016 PWHC meeting. This item is before the committee for approval of the Development Agreement with addition of the recapture section.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __x___

- Developers Agreement- Prairie Glen II - Forthcoming pending Village Attorney review.

RECOMMENDATION:
Staff recommends the Public Works & Highway Committee approve the revised Developers Agreement and to forward to the Village Board with a positive recommendation to approve the Developers Agreement for Prairie Glen II.

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.