

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **WEDNESDAY, May 3, 2017** *****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 Campbell, Warren and Zabel
- III. **APPROVAL OF MINUTES:** April 4, 2017
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **UNFINISHED BUSINESS:**
 - A. Consideration of Mailbox Reimbursement for Repairs – W200 N12554 Meadowbrook Ct.
- VI. **NEW BUSINESS:**
 - A. Consideration of Utility Credit – N104 W16026 Donges Bay Road
 - B. Authorization to Contract – Tree Replacement Project
 - C. Authorization to Purchase – Skid Loader with Attachments
 - D. Review of the Winter Operations Policy and Procedure Manual
 - E. Authorization to Fill Vacancy – Wastewater Utility
 - F. Discussion/Recommendation – Park Avenue Water Main Assessment
 - G. Discussion and/or Action – Revise Section 8.10 of the Municipal Code – Depositing Snow On Village Streets Prohibited
 - H. Authorization to Fill Vacancy – Civil Engineer
 - I. Authorization to Hire Additional Summer Intern – Engineering Dept.
- VII. **NEXT MEETING DATE:** Set June, 2017 Meeting Date and Time
- VIII. **ANNOUNCEMENTS:**
- IX. **ADJOURNMENT:**

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

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

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

April 4, 2017
Village Hall Board Room

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

ROLL CALL: Chm. Kaminski, Trustee Members Miller, Warren and Zabel. Also present were Director Ratayczak, Engr. Laning and Secretary Wick.

PREVIOUS MINUTES: MOTION made by Zabel, seconded by Warren to approve the minutes of March 7, 2017.

Motion carried unanimously.

PUBLIC COMMENT: None

HAPPY HOLLOW/FOREST HEIGHTS – DITCH MODIFICATION UPDATE:

Dir. Ratayczak gave a detailed visual presentation and updated the Committee on ditch modifications in the Happy Hollow Subdivision. Village crews completed ditch modifications for properties rated at a Level #5 as part of a report created on the severity of all ditches within the subdivision and as directed by the Committee and Village Board in 2016. The Director was also given permission for determining the need for modifications to other ditches that may have been affected by the previous road project. Budgeted funds were still available to continue ditch modifications within Happy Hollow Subdivision. Staff will continue to determine the best plan for continued modifications with the remaining budgeted funds.

The Committee recommended staff obtain in writing those residents who choose not to have any work done on their ditches. The Director was requested to come up with an exit strategy and report back to the Committee in July. Village crews will begin ditch modifications in the Forest Heights Subdivision in 2017 which will be determined by weather and work load.

CONSIDERATION OF MAILBOX REIMBURSEMENT FOR REPAIRS – W200 N12554

MEADOWBROOK COURT: Supt. Olszewski explained during the March 13th snow event a Village operator backed over a mailbox post. The homeowner had requested reimbursement of \$604.12 for the replacement of the “required” mailbox post per the covenants of the Isabelle Farms Subdivision. As Village’s Winter Operations Policy states the Village will not replace any decorative mailbox in kind and the maximum replacement value is \$45.00, the property owner was directed to appeal his request to the Public Works Committee for further discussion. Supt. Olszewski referenced a Mailbox Replacement Survey completed in early years 2004-2005 in which replacement requirements at various municipalities ranged from a \$150.00 replacement value to replacement in kind, at any cost.

Mr. Ryan Haines, W200 N12554 Meadow Brook Ct. stated he referred to the Builder who had provided a quote of \$725.82 for the replacement value of his damaged post and mailbox. As the mailbox was not damaged, Mr. Haines requested reimbursement of the post only. No other quotes were obtained. Mr. Haines gave a detailed description of the post and needed to adhere to the guidelines of the subdivision. He also requested help on removing the broken post in the ground as the quote did not provide labor costs. Committee discussion suggested the following:

- Mr. Haines should refer to the Homeowners Assoc. to see if there were any other options for a less expensive replacement; Mr. Haines stated the Homeowners Association was still under the Bank authority and had yet to be turned over to the homeowners.

- Mr. Haines should obtain additional quotes; Suggested were Essmann's Cabinetry in Germantown or Mahvalous Mailboxes in Menomonee Falls;
- Mr. Haines should work directly with Supt. Olszewski on any updated costs for replacement;
- The Committee would like to revisit the Village's Mailbox Policy in the near future.

MOTION made by Kaminski, seconded by Zabel to postpone action on Mr. Haines request for reimbursement for mailbox damage at W200 N12554 Meadow Brook Court, until the May Public Works and Highway Committee Meeting.

Motion carried unanimously.

CONSIDERATION OF UTILITY CREDIT – N104 W16121 HEDGE WAY: A written request was submitted by the resident at N104 W16121 Hedge Way requesting consideration of a utility credit toward their 4th quarter, 2016 and 1st quarter, 2017 utility bill due to a frozen pipe break outside of their home while they were out of the country. Based on Dir. Ratayczak's calculations, it was found that an additional 66,000 gallons over the average was used during the 4th quarter billing and 242,000 gallons over the average was used during the 1st quarter billing.

Radhika Pebbeti, N104 W16121 Hedge Way, explained she was out of the country and had a neighbor periodically checking the interior of her home. Scott Weigand of the Village's Water Utility went to the home and left his card at the door for the owner or neighbor to see. Once contact was made with the neighbor and the Village Water Utility, they searched the interior of the home and did not find any leaks. The exterior of the home was searched and that is where they found the hose bib leaking.

MOTION made by Zabel, seconded by Miller authorizing staff to credit the sanitary sewer portion of \$456.26 of the fourth quarter 2016 sewer and water bill and \$1,672.95 of the first quarter 2017 sewer and water bill for the property at N104 W16121 Hedge Way.

Motion carried unanimously.

PRIVATE PROPERTY INFILTRATION/INFLOW MITIGATION PROJECT (PP I/I):

Supt. Zimmerman gave a visual presentation on the Private Property Inflow and Infiltration Project for 2017. The following points were:

- The 2016 PP I/I Project Bids were rejected.
- New hire Engr. Laning was brought up to speed on the Village program and funding.
- Total Allocation for Germantown - \$1,157,879 through year 2020; Allocation approved - \$741,364 to date for the Village. The value of the approved work plan - \$349,820; The 2017 Project will increase by \$34,920 (10% of the value of the original contract). Village will not need Commission approval to increase as it is 10% or less of the original contract;
- Project area map was color coded depicting the severity of pipe condition;
- High incidence of failure will qualify Glenwood Park and Hickory Hills Subdivisions for a neighborhood wide project; The project would start at School Road and work south towards County Line Road;

- The work plan had been approved by MMSD and therefore no additional MMSD approvals are necessary. The Village can rebid this project;
- Brown & Caldwell has been retained by MMSD to perform public outreach. The Village will retain Brown and Caldwell for this effort with no charge to the Village;
- Residents will be educated as to the need, the methods of repair, and overall scope of the project;
- Residents will be required to sign releases in order for the work to be performed;
- Residents will have a one time opportunity to have the work done under this program. The project is voluntary at no cost to the resident. Voluntary sign-off is not only crucial to the success of the project, but also for bid quantities for the project;
- It is estimated that 34 laterals will be repaired in 2017 at a cost of \$8,000 - \$10,000 each; If costs are less, then more laterals can be repaired;
- The 2017 project would start at School Road, over to Butternut, down to Glenwood and then systematically through the rest of the neighborhood;
- The Project Time Frame: Public Education (May/June); Project Bid (July/Aug.); Construction (Fall, 2017);
- There are three contractors in the upper Midwest that are qualified for this type of work and possible bidders for this project;
- Modifications will be made to the Village's bid documents based off of other communities successful RFP templates. ASTM Standards will be included in the bid documents.
- Public Outreach will include a detailed letter to the affected property owners and a public informational meeting. As the PP I&I Program is voluntary, residents will have a one time opportunity to participate in this free program.
- The PP I&I Program could take three to four years or greater to complete based on the number of participants.
- As long as the Village has an established work plan in place, MMSD funding will remain allocated to the Village.

AUTHORIZATION FOR BLANKET PURCHASE ORDER – ADAPTOR INC.:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of a not to exceed amount of \$20,000 in the form of a blanket purchase order to Adaptor Inc. for the continued purchase of internal/external manhole chimney seals and extensions to be utilized for the 2017 road projects and other areas on a time and need basis. Funds to be allocated from Acct. #60-83-530-8313.

Motion carried unanimously.

AUTHORIZATION FOR BLANKET PURCHASE ORDER – FERGUSON WATERWORKS:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of a not to exceed amount of \$32,000 in the form of a blanket purchase order to Ferguson Waterworks for the purchase of miscellaneous manhole repair materials. Funds to be allocated from Acct. #60-830-530-8313. Motion carried unanimously.

AUTHORIZATION FOR BLANKET PURCHASE ORDER – HD SUPPLY WATERWORKS:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve the allocation of a not to exceed amount of \$12,800 in the form of a blanket purchase order to HD Supply Waterworks for the purchase of Ladtech HDPE manhole adjusting rings and misc. materials. Funds to be allocated from Acct. #60-830-530-8313

Motion carried unanimously.

DISCUSSION/ACTION – RECYCLING CENTER COMMERCIAL PERMIT: Supt. Zimmerman requested Committee approval to discontinue the practice of selling Commercial Recycling Permits to contractors who resided in Germantown and doing work in Germantown and allowing them access to the Village's Recycling Center. With the on-going eradication of infected emerald ash bore ash trees and the fact that local landscape suppliers no longer take material to process due to the glut of material on the market, the Recycling Center would be overrun with material. The Village's DNR Permit levels after the Spring Brush pickup cannot exceed greater than 20,000 cu. yards on site at any given time. Tree removal efforts over the winter had put the Recycling Center yardage near capacity. The current Solid Waste Contract between the Village and Waste Management does allow Germantown residents to utilize the landfill and dispose this type of material at a rate of \$.025/lb. or \$60.00 per ton. Based off the information provide and the fact that no Commercial Permits were sold the last two years, the Committee agreed to discontinue the sale of Commercial Recycling Permits.

MOTION made by Miller, seconded by Warren to forward to the Village Board with a positive recommendation to end the practice of commercial use at the Germantown Recycling Center.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – TRAILER: As part of the 2017 Budget for the purchase of a new trailer, Supt. Olszewski received three quotes ranging from \$24,475 to \$26,225. The trailer will be used to transport equipment such as skid loaders, mini excavator, asphalt roller etc.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to purchase a 2017 Towmaster T-40TA trailer from Ditch Witch for an amount not to exceed \$24,475.00. Funds to be allocated from Acct. #10-542-570-8530.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – CRACK FILLING MATERIAL: Supt. Olszewski requested authorization to purchase between 40,000 to 45,000 pounds of crack filling material at a price of \$.4640 per pound. The only distributor authorized to sell asphalt rubber plus was Sherwin Industries of Milwaukee.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation authorizing the purchase of crack filling material for Village roads from Sherwin Industries at a cost of \$.4640 per pound not to exceed \$21,000. Funds to be allocated from Acct. #10-542-530-3505.

Motion carried unanimously.

CONSIDERATION OF 2017 SEALCOAT PROJECTS: Supt. Olszewski provided the Committee with a spreadsheet of potential locations listing the average Paser rating, sealcoat options of each road surface, and budgeted cost to complete. Available budgeted funds for this work was \$323,000. Supt. Olszewski mentioned a few of the completed sealcoat projects from last year noting the following; typical aggregate loss due to snow plowing operations; aesthetic appearance; and/or disruption that the project caused. Review of last year's sealcoat application found the product held up well. The Committee was asked to consider the types of application they wanted to use in the selected roads for 2017. Comments included;

- Selection of roads and types of application should be left up to staff;
- Color Coding of streets on the spreadsheet provided to the Committee;
Green (newer road surfaces with higher Paser Ratings- you would use a GSB 88 application);
Yellow (road surfaces in which you would use a slag or slurry application);
- Mequon is doing away with slag and slurry applications and using the GSB 88 in all of their subdivisions as there was less aggregate and less complaints;
- GSB 88 needs to cure as it will drag material into driveways, etc... The product does gray and shows patterns of wear in the high traffic areas;

MOTION made by Miller, seconded by Warren authorizing staff to prepare bid documents for the 2017 sealcoat projects up to the budgeted amount of \$323,000 for select roads determined by staff. Funds to be allocated from Acct. #10-542-530-3505.

Motion carried unanimously.

AUTHORIZATION TO UTILIZE FUNDS – POLICE DEPT. LED LIGHT CONVERSION: Supt. Olszewski requested permission to utilize funds from the Library Building Acct. for the purchase of LED lamps to be used at the Police Dept. Due to Focus on Energy rebates for the Library conversion, there were additional funds available. The Police Dept. is in a remodeling phase in a number of areas and it made sense to continue the LED light conversion at this location.

MOTION made by Zabel, seconded by Kaminski authorizing staff to utilize funds from Building Line Item Acct. 10-519-570-8221 at a cost not to exceed \$10,000 for the purchase of LED lamps to be installed at the Police Dept.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT WASHINGTON COUNTY HIGHWAY DEPT. – ROAD STRIPING: Supt. Olszewski requested authorization to contract Washington County Highway Dept. to paint approximately 34 miles of centerlines and 68 miles of edge lines on the

Village's roadways. Work is billed on a time and material basis. It is expected that approximately \$44,000 will be spent for this work.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to allow staff to contract with the Washington County Highway Dept. to paint center lines and edge lines on Village streets. Funds to be allocated from Acct. #10-542-530-3540.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – WDOT SALT BID: Supt. Olszewski reported he had entered into the WisDOT Bid Process for 2017-2018. Staff committed to 2,500 ton of salt for the upcoming season. The cost per ton was not available at the time the Village was required to submit their quantities which was prior to the regularly scheduled Public Works Committee meeting. Supt. Olszewski reported 1,700 ton of salt on hand. 500 ton of the 2,500 ton ordered will be an early fill using 2017 budgeted funds. The remaining 2,000 ton of salt would need to be part of the 2018 Budget.

MOTION made by Miller, seconded by Warren to forward to the Village Board with a positive recommendation to approve the Village's commitment of approximately 2,500 ton of road salt for the 2017-2018 season as part of the WDOT Salt Bid Process.

Motion carried unanimously.

AUTHORIZATION TO FLUSH FIRE SUPPRESSION LINES – FIRE STATION #2:

Supt. Olszewski noted during a recent 5 year fire suppression inspection at Fire Station #2 a deficiency was observed and resulted in the system failing the inspection. In accordance with State and Local Codes, further investigation was required to determine the extent of the degradation. Staff felt in lieu of the investigation it would be more cost effective to flush the system mains and spot check the branch lines for buildup and blockage which would satisfy the Code and insure the system was operating properly. Two quotes were received ranging from \$5,718.78 to \$18,550.00.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to authorize staff to contract Cintas for an amount not to exceed \$5,718.78 to perform fire suppression system flushing at Fire Station No. 2. Funds to be allocated from Acct. #10-519-530-5222.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – VIDEO DETECTION EQUIPMENT – TRAFFIC SIGNALS: Supt. Olszewski reported as part of the 2017 Capital Budget, \$40,000 was included for upgrading the intersection of Appleton Ave./County Line Road with video detection equipment for the traffic signals. TAPCO was the only supplier of the camera and infrastructure in the area. Keeping infrastructure uniform in the system and having TAPCO provide tech support made it necessary to use the presented operation setup. Village crews will be utilized to hang cameras and pull wires. TAPCO will perform all work inside the control cabinet.

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation allowing the purchase of video detection equipment from TAPCO in an amount not to exceed \$17,413 for the traffic signal upgrades at the intersection of Appleton Avenue and County Line Road. Funds to be allocated from Acct. #10-542-570-8850.

Trustee Zabel requested staff coordinate a meeting with the WisDot, Menomonee Falls, and the Village to discuss materials that were purchased for the coordination of the traffic signal timing along the County Line Road corridor.

Motion carried unanimously.

AWARD OF CONTRACT – 2017 ROAD IMPROVEMENTS PROJECT: Engr. Laning reported two bids were received ranging from \$1,457,576 to \$1,495,921. A 2.5% contingency was added to the lowest bidder's cost bringing the total project amount to \$1,494,015.40. The project consisted of the resurfacing and reconstruction of 3.26 miles of roadway along with associated curb and gutter as needed. Also included in the project were the rehabilitation of 71 sanitary sewer manholes and the construction of a basketball court at Kinderberg Park.

MOTION made by Warren, seconded by Kaminski to forward to the Village Board with a positive recommendation to award the 2017 Road Improvements Project to Payne and Dolan, Inc. for an amount of \$1,457,576.00 plus 2.5% contingency with remaining budgeted funds be used for additional road improvements. Funds to be allocated from Acct. #40-452-570-8810, #60-830-530-8313 and #40-552-570-8310.

Motion carried unanimously.

REQUEST FOR APPROVAL OF THE AGREEMENT BETWEEN THE VILLAGE AND GEHLS: Dir. Ratayczak reported he had not yet approached Gehl's with an Agreement as he had not received a final draft of the Agreement from the Village Attorney at the time of the April Public Works meeting for Committee review.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with no recommendation the forthcoming proposed Agreement between the Village and Gehl's for the Main Street Sanitary Sewer Relay.

Motion carried unanimously.

AWARD OF CONTRACT – MAIN STREET SANITARY SEWER RELAY: Dir. Ratayczak reported nine bids were received ranging from \$693,000 to \$1,599,954.00. The project consisted of relaying the existing 10"-12" sanitary sewer with an 18" pipe diameter from Division Road to Park Avenue and, a 15" diameter pipe from Park Avenue to approximately 655 l.f. east of Park Avenue. Dir. Ratayczak reviewed the apparent low bidder's pre-qualification and contacted others who had worked with this contractor and all offered favorable reviews. Discussion followed.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to award a contract to Kruczek Construction in the amount of \$693,000 plus a 10% contingency for the Main Street Sanitary Sewer Relay contingent upon the Village Board approved, signed Agreement between Gehl's and the Village.

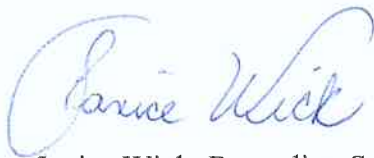
Motion carried unanimously.

PUBLIC WORKS COMMITTEE MEETING SCHEDULE – UPDATE: The Public Works Committee at its March 7, 2017 meeting requested staff confirm with the Village Clerk the proposed changes to the Public Works and Highway Committee meetings for the months of May, 2017 through September, 2017. Clerk Goeckner did not find any conflict with the revised meeting schedule and approved changing the meeting schedule calendar for the above noted time frame.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held Wednesday, May 3, 2017 at 5:30 p.m.

ANNOUNCEMENTS:

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:34 p.m.



Janice Wick, Recording Secretary

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

MEETING DATE: Wednesday May 3rd, 2017

AGENDA ITEM: Unfinished Business A

ITEM TITLE: Consideration of Mailbox Reimbursement for Repairs –
W200 N12554 Meadowbrook Ct.

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Mr. Haines of W200 N12554 Meadowbrook Ct. petitioned the PW Committee in April asking for full reimbursement of \$604.12 for damage sustained to his mailbox. Committee asked if he would get pricing for other businesses to compare to the one cost provided. Mr. Haines reached out to Essmanns and obtained a quote ranging from \$762 to \$902 for 8'-10' clear and knotty cedar posts. He also contacted and Marvelous Mailboxes and received a verbal quote of \$1,000 for the removal and replacement. They would not provide a quote for just the post as Marvelous Mailboxes does not recommend or work with wood, and specialize in wrought iron. I have had email correspondence with Mr. Haines and he plans on attending the May meeting and again ask for full reimbursement.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff is concerned that reimbursing a resident over \$600 for the repair of a mailbox would essentially mean that the Village will no longer have a cap on mailbox reimbursements. That said staff would fully support the wishes of the Committee, whatever that maybe.

COMMITTEE ACTION:

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

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

MEETING DATE: May 3, 2017

AGENDA ITEM: New Business A

ITEM TITLE: Consideration to Adjust 4th Quarter Sewer & Water Invoice for Martha Stewart, N104 W16026 Donges Bay Road

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

SUMMARY EXPLANATION:

Martha Stewart resides at N104 W16026 Donges Bay Road. Martha Stewart brought this to the Villages attention by personal visit to Village Hall & letter (email attached). The letter describes assessing the high usage to an outside faucet in a detached shed found to have been leaking. Mrs. Stewart received her first quarter billing and began to look for a reason for the unusually high use. She also contacted the Village and a Water Utility staff member visited the house to check the meter and for leaks. The meter was replaced simply due to the normal change out program. Utility staff did not locate any other leaks in the system. Martha Stewart is inquiring if any adjustment can be made to the bill.

Normal average annual water usage per Quarter is 9,600 gallons for 2015 & 2016. The water use for the 1st Quarter of 2017 was 42,000 gallons. The over average use was 32,400 gallons. The cost for the over average water use is \$2.29/1,000 gallons times 32,400 gallons or \$74.20. The cost for the over average sewer use is \$6.913/1,000 gallons times 32,400 gallons or \$223.98.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

Letter from Martha Stewart
1 1/2-year Utility bill summary
Water Utility staff report

RECOMMENDATION:

Staff is looking to the Public Works and Highway Committee for direction with regards to a reduction in the 1st Quarter sewer & water invoice for Martha Stewart, N104 W16026 Donges Bay Road.

COMMITTEE ACTION:

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

To Mr Balayzak

4/6/17

I'd like to bring to your attention
my water bill was so very high
this billing \$441.81. 12/9/16 - 3/15/17.

This may have happen over the
winter as a leak down at my shed.
as I have had the home checked
by your worker Eric and found no leaks.

I would like to request a reducing
on my sewer as none of this
water was able to go in to the
sewer. Please get back to me as.

"Thank you"

Martha Stewart



DATE RUN: 04/03/17
TIME RUN: 10:58:16
ID: UB340000.WOW

VILLAGE OF GERMANTOWN
UTILITY BILLING ACTIVITY

PAGE 1

FROM DATE: 12/01/2015
TO DATE: 04/03/2017

DATE	ACTIVITY DESCRIPTION	READ TYPE	QUANTITY	AMOUNT
262-251-2249				
0027499600-00	DAVID & MARTHA STEWART	N104 W16026	DONGES BAY RD	
12/30/15	WATER	ACT	10	38.17
12/30/15	SEWER	ACT	10	109.14
01/05/16	PAYMENT: CK CHECK			147.31-
03/31/16	WATER	ACT	8	33.59
03/31/16	SEWER	ACT	8	95.31
04/07/16	PAYMENT: CK CHECK			128.90-
06/30/16	WATER	ACT	10	38.17
06/30/16	SEWER	ACT	10	109.14
07/14/16	PAYMENT: CK CHECK			147.31-
09/30/16	WATER	ACT	11	40.46
09/30/16	SEWER	ACT	11	109.14
10/04/16	PAYMENT: CK CHECK			149.60-
12/29/16	WATER	ACT	9	35.88
12/29/16	SEWER	ACT	9	102.23
01/04/17	PAYMENT: CK CHECK			138.11-
03/31/17	WATER	ACT	42	111.45
03/31/17	SEWER	ACT	42	330.36
BALANCE:				441.81 *

min
111.55
118.55
185.18
296.73

* leak in
line to shed

Thurs 4/6/17

@
9:30 am

high use

Mfr # 9375 4194
+ Mod # 5420290
9/28/01

1029071

average Annual → 9.6
Overage (42-9.6) → 32.4
Overage Cost:
• Water/32.4 x \$2.29 → \$74.20
• Sanitary/32.4 x \$6.93 → \$223.98

EK

GERMANTOWN WATER UTILITY
CUSTOMER COMPLAINT INSPECTION
REPORT

PROPERTY ADDRESS N104 W16026 Danges Bay Road
OWNER/OCCUPANT Martha Stewart
PHONE NO _____

REASON FOR INSPECTION

☒ High Water Usage
☐ Rusty/Odor
☐ Leakage
☐ Other

FINDINGS

I observed Mrs. Stewarts meter for approximately 10 minutes and did not see any movement or leaks.

ACTION TAKEN

I showed Mrs. Stewart how to monitor her meter for leaks
Also installed new meter and showed her how to shut her main line
valve for plumbing repairs.

ADDITIONAL COMMENTS

OVER 

Entered Residence/Building ☒ Yes ☐ No
Arrival time on site/entered building 9:15 am
Departure time from site/bldg. 9:45 am
Date of Inspection 4/5/17 Day of Work Wednesday
Inspectors Signature Eric Kleiss
Occupants/Witness Signature _____
Street Name Danges Bay

Mrs. Stewart stated approximately a month ago she found a leaking valve on a detached shed in the back yard. She was able to shut it off in the home and the meter showed no usage when I was present.

EH 4/5/17

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

MEETING DATE: Wednesday May 3rd, 2017

AGENDA ITEM: New Business B

ITEM TITLE: Authorization to Contract- Tree Replacement Project

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

The 2017 Parks budget included approximately \$24,000 for the replacement of 60 trees. WE Energies had a major gas main project that required the removal of a number of street trees as well as numerous trees in Spassland Park. Wactel Tree Science assisted the Village and created a replanting plan with the input from Village Staff and WE Energies. The contract before you accounts for BOTH replanting projects.

The Village solicited bids from 6 area nurseries and landscape firms and two responded. The results are as follows:

Century Landscape	\$41,947.50
Johnson's Nursery	\$43,159.26

Please note that WE Energies has reimbursed the Village \$20,000 for the trees removed as part of their project. This contract was to provide and plant approximately 94 2" to 2.5" caliper trees and 16 8 foot conifers.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends contracting with Century Landscaping in the amount of \$41,947.50. \$20,000 shall be allocated from the WE Energies reimbursement and the balance shall be allocated from Parks Line Item 10-553-530-5290.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday May 3rd, 2017

AGENDA ITEM: New Business 

ITEM TITLE: Authorization to Purchase Skid Loader with Attachments

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

The 2017 Highway capital budget includes \$75,000 for the purchase of a new skid loader with attachments. Staff tested numerous skid loaders recently and settled on two brands that were the best fit when considering price and maneuverability. Staff also had the dealers provide a trade in value for our current skid loader. This was applied to the purchase price of our new machine, and factored into the comparables. Please note that some of the attachments will be purchased from vendors other than the low bidder of the skid loader itself. The results are as follows: The overall price for a complete package purchase is included in the overall price listed below. That cost is NOT reflective of ONLY the skid loader and buckets.

John P. Lochen Co, Inc.	\$75,085 (\$43,735)
1 st Choice Equipment LLC	\$76,250 (\$44,900)
Fabick CAT	\$86,313 (\$54,963)

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing a Kubota SVL75-2 skid loader from J.P. Lochen in the amount not to exceed \$43,735.00, and purchasing other attachments from various other vendors in the amount not to exceed \$31,350, for a total cost not to exceed \$75,085. If approved funds shall be allocated from Highway capital account 10-542-570-8450.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday May 3rd, 2017

AGENDA ITEM: New Business D

ITEM TITLE: Review of the Winter Operations Policy and Procedures Manual

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff has reviewed the Village's Winter Operations Policy and Procedures Manual. It was adopted in 2001, and revised in 2012. The latest review has brought some language changes and minor updates. These changes bring the policy in step with our current practices and procedures. There are some critical sections of the Manual that we would like to bring to the Committee's attention for discussion and possible direction. These topics include:

Sidewalks (Municipal code 8.02 (3)) The Director of PW is directed to remove snow from all Village sidewalks.... Sidewalks will NOT be cleared on overtime.

Depositing Snow on Village Streets (Municipal Code 8.10)

Mailbox Replacement Policy: The Village shall not replace any decorative mailbox in kind....
....shall receive a check to apply towards replacement, with the check not to exceed \$45.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Per Committee's discretion and desires.

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 WINTER OPERATIONS POLICY AND PROCEDURE MANUAL



By: Bryan Metzenheim, Highway Superintendent
Paul E. Brandenburg, Village Administrator

Adopted: November 19, 2001
Revised: November 19, 2012
Revised: May 3, 2017

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Village of Germantown Winter Operations Policy and Procedure Manual

Introduction:

The purpose of this manual is to present a detailed plan of Winter Operations in the Village of Germantown for the elected officials, employees and residents of the Village. It contains the goals and objectives of these operations.

All snow and ice control operations are considered emergency in nature because public safety is involved. Consequently, regardless of the time of day or day of the week, the work is accomplished as expeditiously as possible. To achieve this level of service, long-range planning and equipment readiness are undertaken by the Public Works Department. Department supervisory staff performs short range operational planning every time weather forecasts indicate a potential for adverse weather.

Short-term advance preparation is often difficult due to the infinite variety of conditions that can occur during the winter season. This season, in Wisconsin, can begin as early as the middle of November and last until the middle of April. The rate and accumulation of snowfall, moisture content, temperature during and after a storm, pavement temperature, wind direction and velocity during and after a storm, duration of the storm, time of day, as well as day of the week and intervals between storms all interact to make each storm unique. Therefore, while a plan exists and there is a standard method of operation, there must be enough flexibility within the plan to provide for any contingency as it may arise.

Generally, the greater the snow accumulation, the greater the problem and more complicated the operational response becomes to assure proper clearance of the streets. However, a snow plan based on depth alone would be too simplistic to be effective. For example, a rapid rate of snow accumulation can close streets before plows can get to them. High winds can cause drifting and block streets; continued winds can make replowing streets necessary; a wet heavy snow is harder to push, therefore lengthening the operation. Timing and temperature also complicate the operation. A storm during a weekday rush hour is harder to combat than one which occurs late on a weekday night simply because of traffic patterns and congestion. A moderate snowfall on a warm pavement may be controlled by salt, but the same snowfall during subzero weather may have to be plowed and salted to achieve the same results.

All of these factors need to be considered when staff is formulating plans for each operation, and again when evaluating the effectiveness of each operation and its impact on the community.

With the above in mind, the following are goals and objectives of the Village of Germantown's Department of Public Works Winter Operations.

Objectives:

1. To minimize the hazards of slippery road conditions to the motorists and pedestrians through tried and proven techniques of snow and ice control.
2. To work with the police and fire departments and facilitate the handling of emergencies that arise.
3. To reduce economic losses to the community caused by workers and business enterprises not being able to get to their jobs, businesses, or send/receive deliveries.
4. To restore safe traveling conditions on the roadways as soon as possible after each storm occurrence.
5. Minimize the environmental impact of winter road maintenance by using salt and other chemicals in a conservative manner.

Classes of Roads:

For snow and ice control purposes, there are five (5) distinct classes of road, which are maintained at different levels of service. All are listed in priority as follows:

Main Streets: These streets carry the bulk of traffic through the Village as well as being mass transit routes (i.e. Pilgrim Rd. and Mequon Rd.).

Specialty Streets: These streets may typically be classified as residential or collector, but special circumstances exist. Examples of these are streets in the Industrial or Business Park, streets in or around schools and streets that lead to and from the Police and Fire Stations.

Collector Streets: These streets carry larger volumes of traffic from residential streets to the main streets (i.e. Concord Rd. and Bel Aire Ln.).

Residential Streets: These are streets that carry the least amount of traffic; they include cul-de-sacs and dead end streets.

Dead Ends and Cul de Sacs: These residential streets are dead ends that do not have an outlet.

General Policy Statement:

Clearing of streets may be achieved through spraying salt brine, salting operations, plowing operations, or a combination of both. Depending on the time and severity of the storm, operations may begin as early as 3:30 a.m. and last as late as 9:00 p.m. "The goal of the Village of Germantown's winter operations is to provide a safe roadway system during the winter months by operating an effective and efficient winter road maintenance service." Under certain storm conditions operators may be required to stay between the hours of 9:00 p.m. and 3:30 a.m. to keep the main streets open, clear drifting in rural areas, and assist emergency vehicles.

When a salting operation is called, one or more of the Villages trucks, depending on the nature of the situation, will do salting. **Main streets** and **collector streets** will be done first, followed by **residential streets**. In all cases, salt will be used when road temperatures are above 15 degrees Fahrenheit. When the road temperatures fall below 15 degrees the supervisor in charge will determine alternate methods available to achieve acceptable road conditions. At times the Village may choose to use sand, or a sand/salt mix.

Ahead of forecasted winter events and when conditions are favorable the DPW staff may elect to apply salt brine to various streets within the Village. This helps prevent precipitation from bonding to the pavement which in turn creates a better driving surface and a reduction in salt use. Salt Brine is very instrumental in the treatment of bridge decks and overpasses during frost events.

When plowing is warranted, trucks will be dispatched accordingly. The severity of the storm will dictate how many pieces of equipment will be sent out. Plowing generally will be done as soon as practical in an effort to keep the roadways open.

During a storm, **main streets** receive priority and are salted and/or plowed first. Salt is generally applied the full length of the street, and plowing is provided in an attempt to achieve bare pavement as soon as possible given the weather conditions as they exist at the time. Once achieved, bare pavement is attempted to be maintained throughout the storm.

Collector streets are done in conjunction with the mains. Salt may be applied the full length of these streets. Plowing is provided to keep these streets clear, with a minimum of snow accumulation.

Residential streets (including dead ends and cul-de-sac's) are started last, and maintained in conjunction with, the main and collector streets. Salt is applied to these streets at each intersection, stop sign, and on hills and curves. If snow accumulation is minimal, the Village may choose to do nothing with these streets. These streets may have some hard pack during the winter months

Sidewalks and paths will be done only when all other streets have been cleared and snow accumulation has ceased or has been forecasted to have stopped. The Director of Public Works is directed to remove the snow from all Village sidewalks as soon as convenient after Village streets are plowed. (Municipal Code 8.02 (3)). Sidewalks will NOT be cleared on overtime.

When a particular storm, or series of storms, deposits enough snow to make traffic difficult, a snow removal operation may be ordered. On Main St., this is usually accomplished during the nighttime hours. Snow removal on residential streets is usually done during normal working hours, unless conditions dictate otherwise. The snow is loaded into dump trucks and then hauled to a specified dumpsite.

Snow & Ice Control Procedures:

Goal: During any plowing or salting operation the Department strives to have the streets cleared and in safe driving condition as soon as the snow event dictates and prior to any rush hour traffic.

The following is a basic procedure and guide to be followed for any snow or ice control operation:

Storm Notification:**A. Non-Working Hours:**

1. The supervisor on call will be advised by the Police Department of slippery or deteriorating road conditions. Dispatch is to utilize and adhere to the supervisory notification roster and abide by the chain of command. (The Police officers are the “eyes” of the Village 24 hours a day.)
2. The supervisor will call in the necessary operators.

B. Working Hours:

1. The supervisor will be on the road to determine road conditions as the day progresses. He will, again, have the assistance of patrol officers to advise him of any localized problems.
2. The supervisor will adjust staffing, as best suits the operations, and assign the necessary personnel to complete the task at hand.

Weather Monitoring:

The Department of public works management staff continuously monitors the winter weather forecasts and conditions through these primary sources:

1. Television: Cable Weather Channel, along with local station broadcasts.
2. National Weather Service: This channel is programmed into the two-way radios.
3. Internet Weather Service

Plowing & Salting Operations:

1. The operators will come in and receive their assignments and materials inventory sheet. Highlighted route maps are in each truck. Salting operations might not take place until the storm has resided. This decision is
2. based upon the severity and conditions of the storm.
3. The operators will go to their assigned trucks and perform a pre-trip inspection. Spreader controls should be adjusted as required to spread the proper amount of salt for conditions. Salt spread should be monitored constantly while on the road and adjusted as needed.
4. Operators will then load their trucks with salt, keeping track of the number of bucket loads used on the materials inventory sheet.
5. Operators should begin their plowing/salting operation on the main streets listed as part of their route. Main streets should be salted full length, with a lighter spread of salt in each direction. Once the main streets are done, the collector streets should be salted full length. A slightly heavier application should be applied. When the collector streets are done, the operator should continue on his route to the residential streets. Residential streets may also be salted at full length. When the entire route is completed, the operator should re-check his main streets before terminating the operation.
6. Prior to terminating operations, the operator shall radio his supervisor and request information on any localized problem spots. If the supervisor is unavailable, the operator should then check with the police department for localized problems. If there are no additional areas that need attention, the operator should then notify the supervisor or police department that operations will be terminated.
7. If conditions exist that require more extensive work, the supervisor should be contacted immediately.

Depositing Snow on Village Streets

In accordance with Section 8.10 of the Village of Germantown Municipal Code, it shall be unlawful for any person to plow, shovel or place snow on any public road within the Village. This shall include plowing, shoveling or placing snow to the opposite side of the roadway and terrace areas.

Fire Hydrant Snow Clearance

Property owners are strongly encouraged to assist the Germantown Fire Department and the Germantown Water Utility by clearing snow and ice away from all fire hydrants to allow sufficient access to the hydrant in case of emergency.

Snow Emergencies

The Highway Superintendent and Public Works Director are authorized to call snow emergencies only after consulting the Police Chief and Village Administrator. Such factors as volume of snow, ice, high winds and visibility are all factored into this decision. When a snow emergency is declared, there are to be no vehicles parked on any Village streets.

Closing Village Hall and Other Public Buildings

The Village Administrator is authorized to close Village Hall and other Public Buildings due to inclement winter weather. Such factors as volume of snow, ice, high winds, and distance employees and other persons would have to travel, shall be factored into the Administrator's decision to close any public facilities.

Cancellation of Meetings, Activities and Programs

The Village Administrator is authorized to cancel meetings, activities, and programs due to inclement weather. Some of this decision making will be based upon what the Germantown School District decides with their facilities, i.e. park and recreation activities. Such factors as volume of snow, ice, high winds, and distance program and meeting participants need to travel will be factored into the final decision. Every attempt will be made to contact and notify participants and meeting attendees that a program or meeting has been cancelled due to the weather.

Property Damage

In accordance with Section 8.07 of the Village of Germanton Municipal Code, it shall be unlawful to place obstructions in the Village Road Right-of-Way. The Village is not responsible for repairs to such encroachments. Lawn damage sustained during plowing operations will be repaired at the earliest availability of materials. Such repairs will be done using topsoil and seed. Lawn damage incurred from salt will not be repaired.

Complaints

Complaints of all snow and ice removal operations shall be forwarded and kept on file by the Highway Superintendent. Every attempt shall be made by the Superintendent to resolve the complaint and/or explain why or why not something was done. If the complaint is not satisfied following this step, the complaint shall be forwarded to the Public Works Director for possible resolution. If the matter still remains unresolved at this point, the matter shall be placed on the agenda of the next regularly scheduled Public Works Committee Agenda.

Mailbox Replacement Policy

1. The Village Department of Public Works will not be responsible for damage to mailboxes that are determined to have been improperly installed, have deteriorated posts and mounting material, or were not physically hit by Village equipment.
2. Upon notification by the property owner, the Village will conduct an investigation of the alleged damage, with investigation conducted by the Superintendent of Highways, Parks, Buildings and Grounds. Should the Superintendent of Highways, Parks, Buildings and Grounds (or designee) determine the damage was due to improper installation or other defects as described in section 1 above, the Department of Public Works will not be responsible for damage and replacement will be at the property owner's expense. Should the Superintendent determine that Village equipment actually hit and damaged the subject mailbox, the Department will replace the mailbox with a standard post and box unit. The post shall consist of either treated or cedar posts, dependent on what was found in the investigation.
4. The Village shall not replace any decorative mailboxes in kind. Should the investigation determine that a decorative mailbox was damaged by Village equipment, the property owner shall receive a check to apply towards replacement, with the check not to exceed \$45.00.
5. As a service to our residents, the Department of Public Works will install a temporary mailbox for all mailboxes damaged, regardless of fault. The temporary may remain until the permanent mailbox has been installed for a duration not to exceed six (6) months.
6. Should the property owner dispute the findings of the Department of Public Works, they may request the matter be placed on the agenda of the next available meeting of the Public Works Committee for discussion and action.

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

MEETING DATE: May 3, 2017

AGENDA ITEM: New Business

E

ITEM TITLE: Authorization to Fill Vacancy – Wastewater Utility

SUBMITTED BY: Timothy Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Staff is requesting permission to fill a vacancy for a wastewater operator position within the Utility. The vacancy was created by the failure of an employee within the department to meet the criteria to possess a State of Wisconsin Commercial Drivers Licenses effective April 24, 2017. The Wastewater Utility operates with four fulltime hourly employees. The loss of one position represents a 25% reduction in the workforce. The Wastewater Utility has not added staff since 1999 and currently operates at an optimized level with a staff of four providing services for the Utility, Recycling Center, and Diggers Hotline.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

Staff recommends advertising and filling the vacancy in the Wastewater Utility as soon as possible. Staff asks that the Public Works and Highways Committee, per the Policy and Procedure Manual, review and evaluate the need and appropriateness of filling this position and forward on to the Village Board with a positive recommendation.

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.

EMPLOYEE VACANCY JUSTIFICATION WORKSHEET

All positions left vacant by retirement, quitting, or termination need to complete the following worksheet before the vacant position may be advertised or filled. This worksheet shall not pertain to temporary, seasonal, and sworn public safety employees.

Vacancy Justification Worksheet

Position to be filled: Utility Maintenance Operator - Wastewater
Department: Wastewater Utility
Pay: \$22.69
How long was the previous personnel in position: 1.5 years

Can the Position be:

Deferred for a period of time? Yes: No: X

Why: This is a skilled position requiring months of OTJ before an individual can perform the job with minimal supervision. This vacancy represents a 25% reduction in the Utilities available workforce.

Transferred or shared with existing staff: Yes: No: X

Why: The nature of the job typically requires working in pairs for safety reasons. Limiting staffing to three personnel may result in unsafe work practices and or delays on completing tasks.

Consolidated with another position? Yes: No: X

Why: The Public Works Department already operates at a deficient level of staffing. The Utility has not added staff since the 1999 budget year and the Highway Department since 1989. We currently share staff throughout the Public Works Department to accomplish large tasks, emergencies, and snow removal.

Privatized/Contractual?: Yes: No: X

Why: Nature of the work performed. Emergency response.

** Attach current job description and department organizational chart and submit to Larry Ratyczak

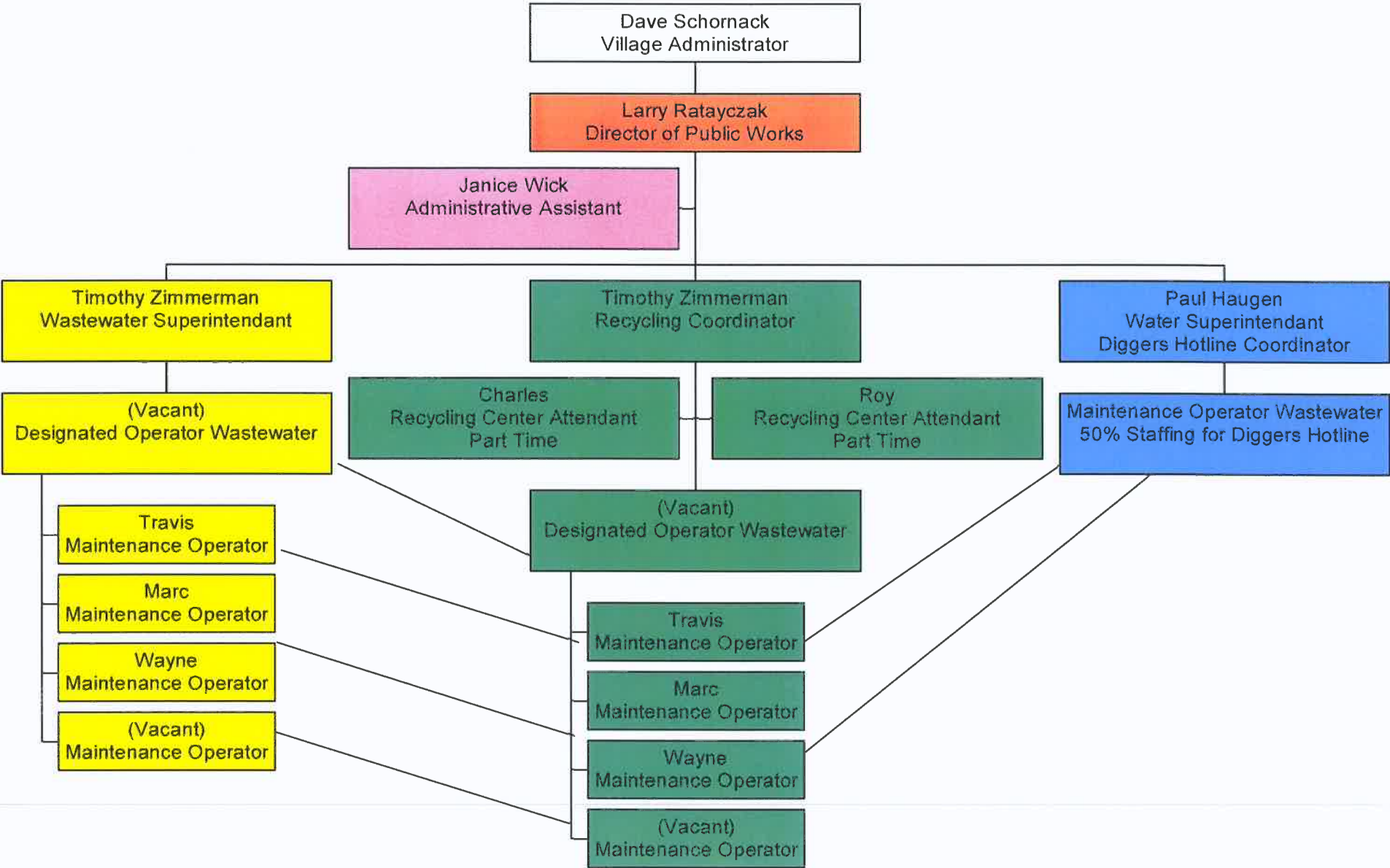
Laurie Ratyczak
Department Director
Signature/approval

4/25/2017
Date

D. Schorn
Village Administrator
Signature/Approval

4-25-2017
Date

Wastewater Utility Organization Chart



UTILITY MAINTENANCE OPERATOR - Wastewater

GENERAL STATEMENT OF DUTIES:

Performs a variety of manual tasks in maintaining and operating wastewater pumping stations and the wastewater collection system; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

Employees in this class perform a variety of tasks in maintaining and operating the wastewater collection system in accordance with the Milwaukee Metropolitan Sewerage District (MMSD), Wisconsin Department of Natural Resources (WI DNR), and the United States Environmental Protection Agency (USEPA) standards. The employee in this class will perform a variety of tasks in maintaining and operating the wastewater collection system in accordance with established procedures. The employee will use their acquired knowledge in operating trucks and heavy equipment, and other duties required. Work performed under this classification will report to the Superintendent of Wastewater Utilities.

EXAMPLES OF DUTIES: (Illustrative Only)

Performs repairs to electric motors, pumps, auxiliary engines, control panels, and other equipment in the collection system;

Operation and maintenance of the SCADA system, to include the computer, remote telemetry units and all associated software;

Operate, maintain and test all auxiliary power generation equipment;

Televise, clean, and maintain the collection system, including trunk sewers, branch sewers, force mains, wet wells and the metering station;

Cleans & televises storm sewer systems and makes recommendations for repair;

Repair and rebuild sewer manholes;

Perform inspections of discharges to the collection system for verification of compliance with all applicable discharge regulations;

Perform maintenance on all departmental vehicles and equipment;

Respond to emergency situations throughout the system in a timely manner;

Required to carry and utilize a two-way radio and cell phone and be responsible for all emergency situations during the scheduled time period;

Read as-built and quarter section maps and accurately mark locations of sewer lines, water lines, storm sewer lines, and street and traffic signal cables, hand dig to locate curb stop boxes as needed in conjunction with diggers hot line;

Does masonry work;

Operate snow plows and salting equipment as required;

Operate a chain saw in removing trees and brush;

Pick up trash and debris;

Cuts grass in parks and utility sites;

Assists in keeping the Village garages, buildings and pump stations in a clean and orderly condition;

Operate a dump truck hauling, gravel, dirt, salt, fill or other related materials;

Operate heavy equipment as assigned;

Perform maintenance on gas and diesel vehicles or other equipment as assigned;

Fill out work sheets allocating time spent on various projects;

Assist in Water Utility operations as assigned;

Operate gate valves;

Communicate with utility customers in a courteous manner;

Other duties as may be assigned.

DESIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of philosophies, practices and principles relating to the operation of a wastewater collection system. The ability to develop and maintain an effective relationship with the public and to communicate both verbally and in writing.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Completion of standard high school course work supplemented by studies in mechanics and electrical wiring and controls, or any equivalent combination of experience and training which provides the required knowledge, skill, and ability. Considerable knowledge of maintenance and repair procedures of mechanical and electrical equipment used in the conveyance of wastewater. Experience in collection system maintenance procedures and principles, good physical condition, and the ability to enter into, and complete work assignments in confined space areas and be physically able to use self-contained breathing apparatus. The ability to maintain records of inspection and maintenance of all equipment and to verify that discharges into the system are in compliance with all present permits and regulations. The ability to read gauges and meters accurately and to follow oral and written work instructions. The applicant must possess a valid Motor Vehicle Operators Certificate issued by the State of Wisconsin. Applicant must have a class "B" CDL drivers license with "N" Endorsement at the time of hire. Residency in the Village of Germantown is not required, but a reasonable response time in the event of emergency recall is required.

PHYSICAL DEMANDS:

While performing the duties of this position, the employee will be required to climb ladders, climb stairs, walk through mud and on irregular surfaces, climb over construction debris, and have a good sense of balance. Good corrected vision both near and far is required. The ability to communicate via a two-way radio is required. Work will be performed under all weather conditions.

The employee must have the physical ability, strength and mobility necessary to complete the duties independently and in concert with others; the ability to repetitively lift and move objects weighing up to 90 pounds without assistance approximately ten times per day, and to lift and move objects weighing up to 200 pounds in concert with others approximately five times per week.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This work environment has a moderate noise level.

Prepared by: Director of Public Works
Updated: September 2015

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

MEETING DATE: May 3, 2017

AGENDA ITEM: New Business F

ITEM TITLE: Park Avenue Water Main Assessment

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

SUMMARY EXPLANATION:

By Motion of the Public Works and Highway Committee at the August 4, 2016 meeting (see attached) the Director of Public Works is bringing this topic back to Committee for further discussion and recommendation as to the possible parameters of an assessment for the Carriage Hills Apartment Complex. The amount to be assessed is \$91,328.56.

The Development Agreement for the Carriage Hills Apartment Complex defines the arrangement for the water main assessment.

ATTACHMENT: ORDINANCE __ (Proposed) __ RESOLUTION ____ OTHER ____

Development Agreement for Carriage Hills Apartment Complex
August 4, 2016 Minutes

RECOMMENDATION:

Staff recommends that the Committee define an assessment program for the Carriage Hills Apartment Complex and forward to the Village Board with a positive recommendation to approve said assessment program.

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.

MOTION made by Miller, seconded by Warren to forward to the Village Board with a positive recommendation to award the TID No. 6-Nimitz Court Street Lighting contract to Outdoor Lighting Construction Company, Inc. for an amount of \$45,798.50. Funds to be allocated from Acct. #46-574-530-4500.

Motion carried 3-1 (Zabel)

 PARK AVENUE WATER MAIN FROM STH 145 TO THE NORTH SIDE OF FIRE STATION NO. 1: Dir. Ratayczak reported Fire Station #1 was in need of Village water. The 2016 Budget included \$45,000 for installing approx. 400 l.f. of 2" diameter lateral and required interior plumbing updates. The Engineering Department revisited this project and decided that installing an 8" water main in Park Avenue would be more cost effective and provide better fire protection to service the building. Dir. Ratayczak provided a cost breakdown and location map for Committee review. The Water Main project went out for bid and eight bids were received ranging from \$130,790 to \$235,140.00. Dir. Ratayczak also noted the Carriage Hills Apartment complex by Developer Agreement would be held responsible for the cost to install water main past the frontage of their property. The Carriage Hills Apartment complex assessable amount was \$91,328.56 with the Village's remaining cost at \$39,461.44 of which \$22,000 would be paid from the Buildings and Grounds Maintenance budget and \$17,461.44 funded by the Water Utility Capital Budget.

Atty. Bruce McInay of McInay Button Law LLC, representative of Carriage Hills Germantown, LLC, recognized the benefit to extend water to the Fire Station but extending the watermain to the Fire Station's property limits was no benefit to Carriage Hills Germantown, LLC. Carriage Hills waived their rights to competitive bidding for the watermain project in front of their property. Atty. McInay asked the Committee to consider cost sharing a portion of the proposed special assessment.

Discussion included:

- The Assessment Policy should be reviewed regarding its terms;
- The Village would be superseding the Carriage Hills Development Agreement if a cost share was allowed;
- Village should not break the Water Supply Developer's Agreement between Carriage Hills Development and Village;

Mr. Richard Romanshek, Partner, Carriage Hills Germantown LLC, gave a brief history on the need for municipal water to service the Carriage Hills Apartments on Park Avenue. As their well went dry, they had no choice but to install a water line to service their building at a cost exceeding \$300,000. He was aware of the potential of an assessment in the event municipal water would be installed in Park Avenue but never thought it would happen so soon. Mr. Romanshek looked to the Committee to explore if there was any way within the law and within the agreements for some type of relief on paying a full assessment to his property limits.

Trustee Zabel suggested when the property assessments are set up, the Village could possibly delay payments for Carriage Hills for 2-3 years with little or no interest.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to award the Park Avenue Water Main project to Mueller Excavating, Inc. for an amount of \$130,000.00 and continue discussion on the Carriage Hills Apartment Complex assessment at a future Public Works and Highway Committee meeting.

Motion carried unanimously.

WATER MAIN FACILITY
DEVELOPER'S AGREEMENT

VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

**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.

1366127



RECORDED

August 29, 2014 10:15 AM

SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Recording Fee Paid: \$30.00

178
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.

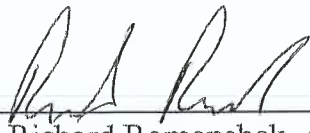
ARTICLE X – AGREEMENT RUNS WITH THE LAND

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 19 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. Blumcke
Notary Public, State of Wisconsin

Commission Expires: 9-27-15

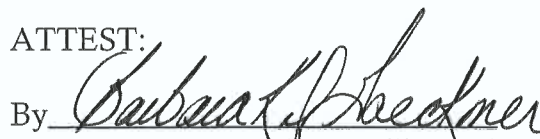
My Commission Expires:

VILLAGE OF GERMANTOWN

By 

Dean Wolter, Village President

ATTEST:

By 

Barbara K. D. Goeckner, Village Clerk

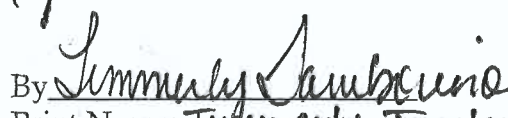
Per Village Board Approval: Dated 6-16-14

STATE OF WISCONSIN)

) SS

WASHINGTON COUNTY)

Personally came before me this 27th 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.

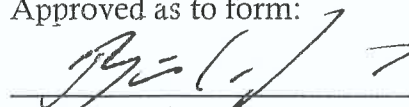
By 

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

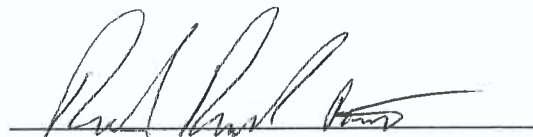
VILLAGE FEE SCHEDULE FOR PROJECT

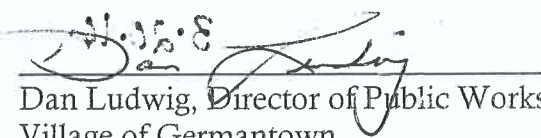
AGREEMENT FOR EXTENSION OF WATER MAIN
TO BUILDING ON PARK AVENUE

<u>Item Description</u>	<u>Basis</u>	<u>Estimated Amount</u>
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		<u>\$116,000.00</u>
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		<u>\$6,625.00</u>
Total		<u>\$122,625.00</u>

*Amount Paid At Time of Signing \$5,825.00

LETTER OF CREDIT AMOUNT


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


Dan Ludwig, Director of Public Works
Village of Germantown

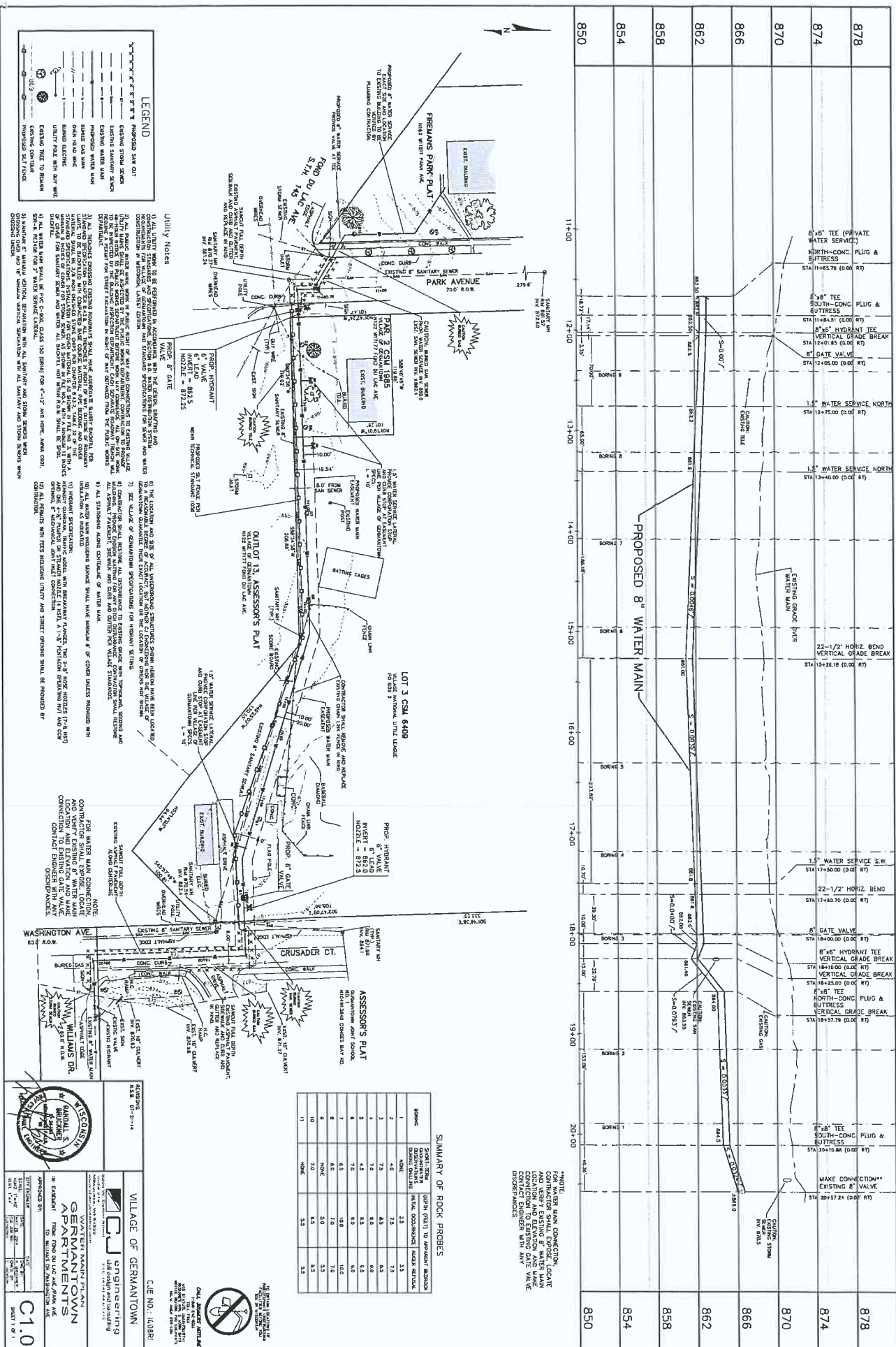
HOURLY RATE SCHEDULE

	<u>2014 Hourly Rate</u>
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)



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

MEETING DATE: May 3, 2017

AGENDA ITEM: New Business 

ITEM TITLE: Revise Section 8.10 of the Germantown Municipal Code
Relating to Depositing Snow On Village Streets
Prohibited.

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

SUMMARY EXPLANATION:

The Village staff along with the Village Attorney has reviewed the current Municipal Code and more specifically as it relates to Depositing Snow on Village streets and adjoining Terrace Areas. In addition, a request was made by a Village Trustee to review current Municipal Ordinance for controlling the placement of snow by a property owner onto the property and/or right-of-way of a neighboring property. Staff along with the Village Attorney concur that the best solution was to revise Section 8.10 "Depositing Snow On Village Streets Prohibited" to address this growing concern.

The attached shows the current ordinance and the proposed ordinance.

This new ordinance procedure is included in the revised "Winter Operation Policy and Procedure Manual".

ATTACHMENT: ORDINANCE __ (Proposed) __ RESOLUTION ____ OTHER ____

Proposed Ordinance

RECOMMENDATION:

Staff recommends that the Committee forward to the Village Board with a positive recommendation to approve the revision of Section 8.10 of the Germantown Municipal Code

COMMITTEE ACTION:

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

CURRENT ORDINANCE

8.10 - DEPOSITING SNOW ON VILLAGE STREETS PROHIBITED.

It shall be unlawful for any person to plow, shovel or otherwise dump or place snow on any public road within the Village.

PROPOSED

8.10 DEPOSITING SNOW ON VILLAGE STREETS PROHIBITED.

It shall be unlawful for any person to plow, shovel, or otherwise deposit or place snow on or across the maintained portion of any public road and terrace area within the Village or to permit such depositing of snow from property occupied by him or her.

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

MEETING DATE: May 3, 2017

AGENDA ITEM: New Business H

ITEM TITLE: Authorization to Fill Vacancy-Civil Engineer

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

SUMMARY EXPLANATION:

Director of Public Works is recommending filling the vacancy in the Civil Engineering Department created by the resignation the current Civil Engineer.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Employee Vacancy Justification Worksheet
- Position Description
- Organizational Chart

RECOMMENDATION:

Staff is recommending that the Public Works Committee forward to the Village Board, with a positive recommendation, to fill the vacancy of the Civil Engineer position..

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.

EMPLOYEE VACANCY JUSTIFICATION WORKSHEET

All positions left vacant by retirement, quitting, or termination need to complete the following worksheet before the vacant position may be advertised or filled. This worksheet shall not pertain to temporary, seasonal, and sworn public safety employees.

Vacancy Justification Worksheet

Position to be filled: CIVIL ENGINEER I

Department: ENGINEERING

Pay: \$44,818 - \$55,133

How long was the previous personnel in position: 26 MONTHS

Can the Position be:

Deferred for a period of time? Yes ☐ No: ☒

Why: Position requires immediate replacement to handle project designs, inspection services, plan review, storm water design & MS4 management responsibilities and resident issues. _____

Transferred or shared with existing staff: Yes ☐ No: ☒

Why: Staffing size is not sufficient in number to cover duties performed by civil engineer position. Position left vacant will have an effect on time to complete work load in engineering resulting in longer times for reviews and design. _____

Consolidated with another position? Yes ☐ No: ☒

Why: Same as above. _____

Privatized/Contractual? Yes ☐ No: ☒

Why: Possible but cost to complete work would increase and this also requires time from remaining staff to obtain contracted source, time to gather project details and pass onto consultant, time to review and check consultants completed work and final review /approval of work. This time would have to come from remaining staff time thereby reducing existing staff output. _____

** Attach current job description and department organizational chart and submit to.

Lawrence Ratayak
Department Director

4/25/17
Date

Sakthi Subramanian
Signature/Approval
Village Administrator
Signature/Approval

4-26-17
Date

**Village of Germantown
Job Description**

Job Title: Civil Engineer

Department: Engineering

Reports To: Village Engineer

FLSA Status: Non-Exempt

Dates Modified: April 26, 2017

Selection: Village Engineer and Director of Public Works

GENERAL STATEMENT OF DUTIES:

The Civil Engineer assists the Village Engineer with engineering-related services associated with administering permits, compliance with governing regulatory agency requirements, design and inspection of public works projects, review and oversight of private development projects, mapping and recordkeeping, and all other engineering-related services as directed by the Village Engineer.

DISTINGUISHING FEATURES OF THE CLASS:

The Civil Engineer applies civil engineering practices and principles in the design and inspection of projects; works with and maintains composure with other Village departments, regulatory agencies and the public at-large; and implements good recordkeeping skills. The Civil Engineer works under the direction of the Village Engineer. The work is reviewed for adherence to departmental policies. This position is required to carry a cell phone.

EXAMPLES OF DUTIES PERFORMED:

Assist with assigned design elements of DPW projects;
Assist with inspection of DPW projects
Assist with driveway permits & inspection;
Assist with WDNR storm water permit illicit discharge detection & elimination, education & outreach, annual reports, and watershed-based permit development;
Assist with biennial PASER reports; utility and work in right-of-way permits & inspection;
Assist with record drawings;
Assist with sanitary & water system maps;
Assist with development plan reviews;
Maintain time reports;
Assist with investigating and resolving complaints;
Assist with counter customer service.

**Village of Germantown
Job Description**

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

The Civil Engineer possesses knowledge commensurate with a B.S. degree in a civil/municipal engineering-related major from an ABET-accredited university. The Civil Engineer possesses good verbal and written communication skills; good systematic critical thinking skills; good practical knowledge of civil engineering practices and principles; good computer skills associated with AutoCAD, MS-Outlook, MS-Word, MS-Excel and MS-PowerPoint software; and a valid Wisconsin Driver's License.

DESIRED EXPERIENCE AND TRAINING:

The Civil Engineer possesses a B.S. degree in a civil/municipal engineering-related major from an ABET-accredited university and possess F.E. certification in Wisconsin. The Civil Engineer possesses experience commensurate with an entry-level to junior-level position (two to eight years relevant experience).

PHYSICAL DEMANDS:

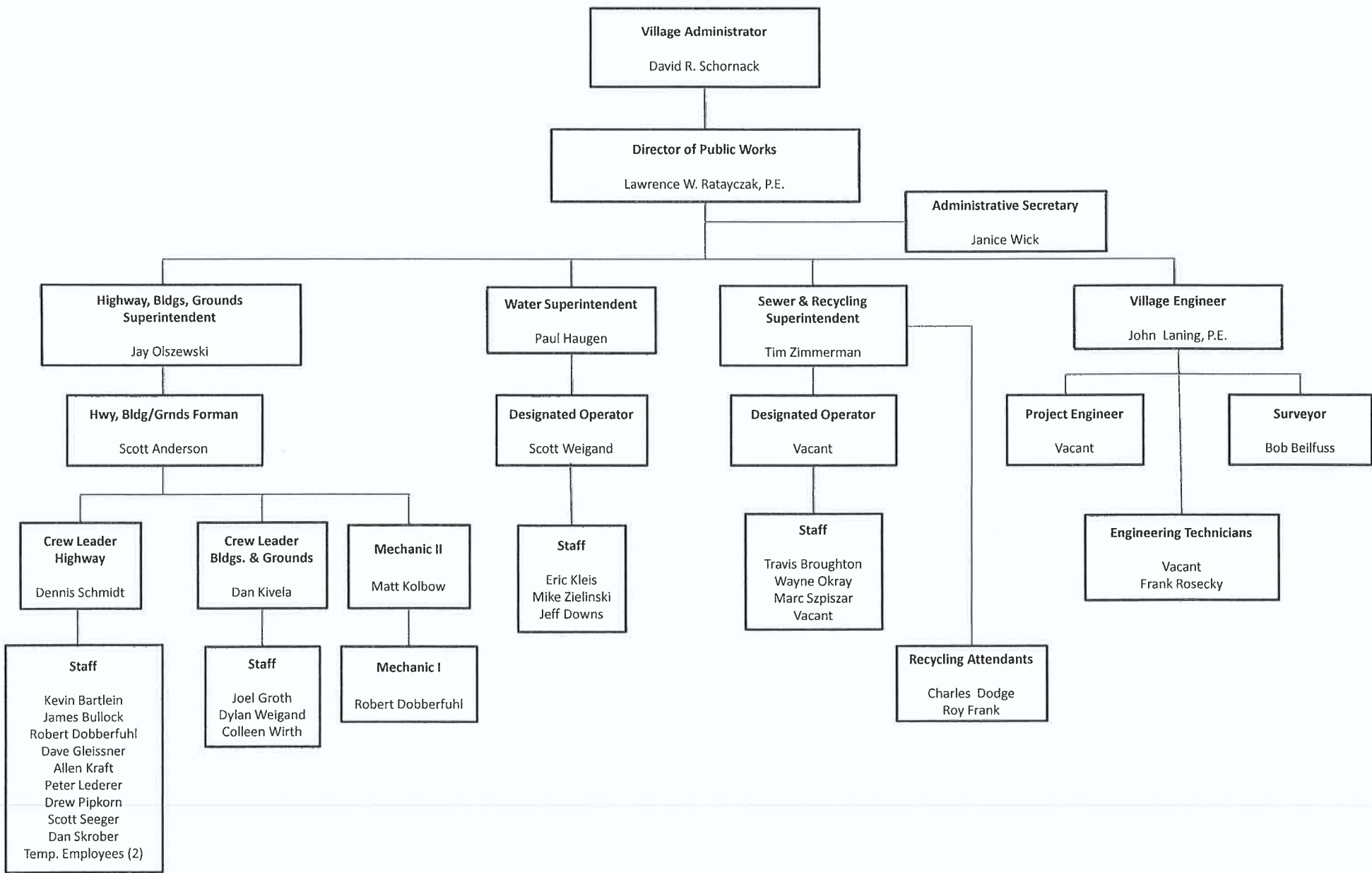
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Civil Engineer shall be able to climb ladders, climb stairs, walk through construction sites, and walk over irregular surfaces. The Civil Engineer shall be able to occasionally lift and/or move up to 50 pounds; frequently bend and twist; and sit for long periods of time.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Civil Engineer shall be able to work in both field and office environments; concurrently work on multiple projects and tasks; perform field work in all weather conditions; and comply with governing body rules of order.



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

MEETING DATE: May 3, 2017

AGENDA ITEM: New Business I

ITEM TITLE: Authorization to Hire Third Summer Intern-Civil Engineer

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

SUMMARY EXPLANATION:

Director of Public Works is recommending hiring a third Summer Civil Engineer Intern for the Summer 2017 season. With the vacancy of the Civil Engineer position estimated to not be filled until the first half of July and with the heavy project load of the engineering department having the additional staff would be a benefit. The additional Intern Wages would be covered by the reduction in Civil Engineer wages not being utilized due to the vacancy of the Civil Engineer position.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER ____

RECOMMENDATION:

Staff is recommending that the Public Works Committee approve the request to hire a third Civil Engineer Intern position for the Summer of 2017.

COMMITTEE ACTION:

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