VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **WEDNESDAY, July 5, 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:** June 12, 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. **NEW BUSINESS:**

A. Discussion/Recommendation – JBJ Invoice for Engineering Services
B. Consideration/Action - Starnet Proposal – Well #11 Repairs
C. Consideration of Invoice – D.F. Tomasini
D. Authorization to Contract – Program New PLC/SCADA Replacement – Well #11
E. Authorization to Contract – Engineering Firm – Well #3 Rehabilitation
F. Discussion/Recommendation – WDOT Land Purchase – Mequon Road @ Tower #3
G. Update/Draft – Revision of Municipal Ordinance 11.08 & 11.081 Trash & Recyclable Collection

VI. **NEXT MEETING DATE:** Set August, 2017 Meeting Date and Time

VII. **ANNOUNCEMENTS:**

VIII. **ADJOURNMENT:**

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

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

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

June 12, 2017
Village Hall Board Room

CALL: Pro. Chm. Zabel called the meeting to order at 4:30 p.m.

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

PREVIOUS MINUTES: MOTION made by Warren, seconded by Campbell to approve the minutes of May 3, 2017.

Motion carried unanimously.

PUBLIC COMMENT: None

RESOLUTION TO ADOPT THE 2016 COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR)(DNR): Supt. Zimmerman presented for review the 2016 Compliance Maintenance Annual Report (CMAR). The report is part of the renewal of the WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit. Noted was the insertion of a new section on Energy Consumption. It was unknown if this data collected was for future solar or alternative energy resources.

MOTION made by Warren, seconded by Campbell to forward to the Village Board with a positive recommendation to approve the 2016 Compliance Maintenance Annual Report (CMAR) and adopt its results by Resolution.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – EAB ASH TREE TREATMENTS: Supt. Olszewski reported eight landscape companies were solicited and four proposals were received ranging from $10,631.25 to $16,706.25 to treat 251 trees by trunk injection. Supt. Olszewski stated the treatments were an alternating process in which trees are treated every other year. A certain number of trees are identified and treated in even numbered years and another batch of trees treated in odd numbered years. Trees that had been treated had sustained their health. The treatment process will take place for the life of the tree. Trees that are being treated are indicated with two green dots on the base of the trunk. Whether the dots are vertical or horizontal depicts the year the tree is being treated.

MOTION made by Warren, seconded by Campbell to forward to the Village Board with a positive recommendation to contract M&M Tree Care Service for the EAB Ash Tree treatments at a unit rate of $5.25 per inch at an approximate total cost of $10,631.25. Funds to be allocated from Acct. #10-553-530-5290.

Motion carried unanimously.

DISCUSSION/RECOMMENDATION – WATER SERVICE TO W140 N10828 COUNTRY AIRE DRIVE: Dir. Ratayczak reported in 2013 there was a home constructed on Country Aire Drive and at that time the homeowner was allowed to install a private well even though a municipal water main existed in front of the residence. Properties that had existed at

the time of the water main construction were granted an indefinite waiver from connection to the municipal water main. The parcel of land existing in 2003 was split in 2013 to create a parcel of land on which the new house was constructed. The new house was not covered by the deferred assessment that was granted to the original parcels. Consultation with the Village Attorney recommended that the new split property did not exist when the original assessment deferment was created therefore the new parcel should have been required to connect to the Village's municipal water system. Further research in the Building Inspection files found the newly created parcel was approved by the Village and County for the installation of a well. In closing, staff had recommended the property owner of W140 N10828 Country Aire Drive be required to connect to the municipal water system as per Village Code and State Statutes. Discussion included:

- Connection costs are borne by the property owner;
- The PSC requires the Village to install the water service to the property line and costs would be borne by the property owner;
- The water service connection to the property line could cost approximately $3,000-$4,000;

MOTION made by Zabel, seconded by Warren recommending the property owner at W140 N10828 Country Aire Drive be required to connect to the water main per Village Code and State Statutes.

Motion carried unanimously.

DISCUSSION/APPROVAL TO HIRE CONSULTING ENGINEER FOR INITIAL NE INTERCEPTOR STUDY: Dir. Ratayczak and Wastewater Superintendent Tim Zimmerman reported working with Ruekert & Mielke to develop an RFP for selection of an Engineering firm to do design and drawings for the Northeast Interceptor Sewer project.
Dir. Ratayczak noted a developer who was in the process of presenting a future planned development expressed a possibility existed to construct a portion of the NE Sanitary Interceptor Sewer through their planned development as the proposed development would require sanitary sewer service from the future NE Interceptor Sewer. Dir. Ratayczak further explained the layout with the maps provided to the Committee. Pioneer Engineering was working with the developer on the utility layout and overall design and grading. As the sanitary sewer in that area needed to be fairly deep, staff felt it would be around the same depth of an interceptor sewer and the Village could potentially run the interceptor sewer through the development in alignment with Pleasant View Drive up at Freistadt Road. Pioneer Engineering had sent staff a proposal to provide the grades for the Village's interceptor sewer along with the area the interceptor sewer could service. Staff felt Pioneer Engineering's lump sum proposal of $25,000 was a fair price to determine the invert elevations of the pipe and sewer service area. All of the particular and larger scaled items would be part of the RFP.

MOTION made by Campbell to enter into an agreement with Pioneer Engineering & Survey, LLC for evaluation of potential routes and service area of the future NE Interceptor Sanitary Sewer.

Committee discussion included:

T. Warren – Questioned if Pioneer Engr. was large enough to bid on the RFP. Supt. Zimmerman stated Pioneer Engr. would probably partner with a larger firm. Pioneer had designed several different sewer layouts for the proposed development. Staff did believe the Village would save $25,000 as invert elevations would already be determined when going out for RFP's.

T. Warren – Questioned who would own the elevations if the Village would provide this information to other firms submitting proposals? Can others trust the elevations are correct? The Village would check the elevations if staff was going to seal the drawings. Dir. Ratayczak stated the Village would expect Pioneer Engineering to seal their calculations and elevations.

Supt. Zimmerman stated there were three routes for the interceptor sewer. If the Village could establish the best route, it would clean up the RFP tremendously and at a cost savings.

T. Warren – Asked staff to define the word "best". It was the opinion of Dir. Ratayczak the "best" route would include the size of the service area, the best cost in construction, and the ability to maintain the sanitary sewer in the future.

Chm Pro Tem Zabel – Confirmed the potential service area was not part of the 2020 sewer service area. Dir. Ratayczak stated staff was still in discussions with Ruekert & Mielke on how to proceed with amendments to the service area.

Chm. Pro Tem Zabel – recommended the developer wait until the Village finished a design for the interceptor sewer and use those calculations when designing sanitary sewer for his development. Discussion followed on different scenarios.

Dir. Ratayczak stated there could be no development until the interceptor was up and running. By running the interceptor sewer through the potential development, the Village would pay for the oversizing of the pipe size but, the Village would not have any road replacement, traffic control, possible soil condition issues, water crossing costs, etc. that you might have on the Country Aire Drive alignment.

Chm. Pro Tem Zabel – questioned how far should the sewer service area be extended? All areas serviced by sewer had to go to Milwaukee Met and the Village is billed for it. Dir. Ratayczak stated costs to meet with the entities to amend the sewer service area were in the range of $5,000. The design portion of the proposed interceptor will take approximately 9 months. The design budget of $170,000 could be reduced by $25,000 with the use of Pioneer Engineering's hydraulic grade line evaluations, potential boundaries and potential route evaluations.

Motion fails for lack of a second.

Trustee Warren – stated from a consultant perspective he did not believe the Village would save $25,000. He did not believe firms providing an RFP would trust the work of others without verifying and confirming the data provided by another consultant. He understood the Village trying to save money by including the data in the RFP but, an outside consultant not knowing the engineering firm who provided the data will still want to verify the data is correct. Contingencies may be built into the proposal which will cost the Village money vs. saving money.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with staff's recommendation on entering into an agreement with Pioneer Engineering & Survey, LLC for the evaluation of potential routes and service area of the future NE Interceptor Sanitary Sewer.

Motion fails 2 – 1 (Zabel, Warren)

Director Ratayczak requested additional discussion on Item C – Water Service to W140 N10828 Country Aire Drive and asked if there was a time frame to which the resident must connect to municipal water. The Committee requested Dir. Ratayczak send a letter to the property owner requesting he make the required connection to the water main. The property owner would have to prove a hardship if he chose to delay his connection. Dir. Ratayczak was asked to research the time frame in which a property owner would be required to connect to the system.

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

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:30 p.m.

Janice Wick

Janice Wick, Recording Secretary

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: July 5, 2017

AGENDA ITEM: New Business A

ITEM TITLE: JBJ Invoice for Engineering Services

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

SUMMARY EXPLANATION:

J.B.J. Companies, Inc. has submitted an invoice in the amount of $33,356.40 for engineering services completed for the design of sanitary sewer within the Saxony Village development that include the design of the sanitary sewer to accommodate the Village sanitary sewer flow from a portion of Main Street. The inclusion of the Main Street sanitary sewer was discussed during the initial review of the sanitary sewer and water main for the development. During this time Gehl Foods, Inc was discussing the addition of production lines which in turn would increase their discharge to the Village sanitary sewer in Main Street. The existing sanitary sewer in Main Street was not capable to handle the needed increase in flow from Gehl Foods, Inc. In an attempt to arrive at a solution to the Gehl Foods flow needs, the Village engineering staff approached JBJ company to review their sanitary sewer design to determine if there was an alignment that would allow the sanitary sewer on Main Street from Park Avenue east to the railroad tracks to be brought into the Saxony Village property and outfall into the existing 30" interceptor sewer. JBJ companies engineers provided a design for the Main street sanitary sewer to proceed through the Saxony development.

JBJ Companies staff and village staff worked out the cost sharing of this segment of pipe. Village staff negotiated an agreement with Gehl Foods to cost share a portion of the Sanitary sewer relay on Main Street.

Toward the end of the final approval process for the development, which included revisions to the developer's agreement the village attorney determined that the segment of the shared sanitary sewer had to be publicly bid. The developer's agreement was revised to reflect the requirement to publicly bid the shared portion of the sanitary sewer. The developer's agreement also required JBJ Companies, Inc to enter into an agreement with Gehl Foods, Inc. The Village attorney drafted the agreement for JBJ companies to use. Do to JBJ companies needing to coordinate with the WIDNR regarding soil contamination and Grant Funds towards soil remediation there was sufficient time to arrive at an agreement with Gehl Foods. JBJ companies never contacted Gehl Foods to finalize an agreement as to the payment for the installation of the sanitary sewer.

Do to the delay in JBJ Companies and Gehl Foods reaching an agreement and the time frame that Gehl Foods had to increase the volume of sanitary discharge to the existing sanitary sewer on Main Street, the Village engineering department completed a design to relay the existing sanitary sewer on Main Street. Feeling that the construction market would be favorable to a low bid for the relay project the village decided to proceed with the relay project on Main Street. Gehl Foods remained a partner on the relay project agreeing to share the cost as earlier negotiated.

With the Village deciding to proceed with the relay project, the sanitary sewer design within Saxony Village was no longer required and JBJ Companies decided to utilize the original design for the sanitary sewer within the Saxony Village development.

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER __XX___

INVOICE from JBJ companies, Inc

Email string (Attorney reply to Scott Bence outline) and emails between Bence and Ratayczak

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee deny payment of the invoice from JBJ companies, Inc in the amount of $33,356.40.

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.

Lawrence Ratayczak

From: Brian Sajdak <brian@wrslegal.net>
Sent: Friday, February 17, 2017 1:56 PM
To: Scott Bence
Cc: Lawrence Ratayczak; Jeff Retzlaff; Terri Kaminski; Terry Booth (tbooth@rogahnjones.com); Dean Wolter; Dave Schornack
Subject: Re: 1015 Saxony Village (Sanitary Sewer)

Importance: High

Scott:

This is not a situation where the Village has changed its mind with respect to the location. Instead, the Village is reacting to your choices.

Once the scope and estimated cost of the main was known and resulted in the determination that bidding was required, your choice was to bypass the bidding process — in part because you were ready to move with construction. Ironically, in light of the length of DNR approvals, bidding probably would not have delayed the project significantly, as I noted in July. Second, under the DA approved by the Board (and as of yet unsigned by you to my knowledge) — at your request to address phasing of the project — you requested an option to walk away from the sewer project if you were unable to reach a satisfactory agreement with Gehl Foods re contribution. Specifically, the agreement provided:

"Developer's responsibility to install the 18-inch sanitary sewer main described above is contingent upon Developer entering into an agreement with Gehl Foods, LLC, for a monetary contribution to the installation of the same. In the event that Developer is unable to reach an agreement with Gehl Foods by November 30, 2016, Developer shall be under no further obligation to install the 18-inch sewer line and may serve the Property with other sewer service, the design and location of which shall be submitted to the Village Engineer for approval."

Despite this office drafting a proposed agreement between you and Gehl Foods (a Village cost to to assist a private developer), to my knowledge no agreement was struck. Faced with no signed DA, no notice that an agreement was entered into between you and Gehl Foods by the deadline, an increasing need for some resolution as to sewer capacity in the area, and a developer who (as I understand it) has been at least considering revising locations of buildings (moving Building 6 and replacing with garages) despite having an approved site plan in place, what would you have the Village do? Continue to wait for you to decide whether to proceed or not?

While not privy to your discussion with Larry, I suspect that the conversation did not include your confirmation that you're ready to commit to the installation based upon the terms of the Development Agreement. If that had been the case, Larry clearly would not have a decision to make.

Brian

> On Feb 17, 2017, at 1:14 PM, Scott Bence <scott@jbjcompanies.com> wrote:
>
> Larry, thanks for taking my call today. I look forward to your decision Monday on what we are going to do regarding the sanitary sewer at Saxony Village. Below is a recap of how we ended up where we are today. I think it is important to remember that this situation was created by the Village. The Village directed us to change our sewer plans to accommodate the Village with the problem they have with Gehl's. Now the Village may be changing their mind. There has been a substantial amount of money in design, plans, bidding, environmental, etc. invested by Heritage Place regarding this sewer design and if

this doesn't move forward as originally planned those costs will need to be reimbursed by the Village to Heritage Place since it was their requirement.

Thanks,

Scott.

Timeline of events regarding the sanitary sewer change:

10-27-15 Meeting 7:30a.m.
Scott Bence, Aaron Cook, Frank, Jim, Brionne, and Larry
We were directed by the village to change our utility plans and reroute the sanitary sewer along the west property line and attend the December Public works meeting and explain the cost of the option to the village and be sure they or on board.
Sanitary:
Need to connect to 30 inch
Price out a 15" and 18 inch option
12 Foot wide path to the manhole is needed with adequate base for a 55,000 lb. truck

11-3-15 Meeting (Follow up to 10-27-15 meeting)
Meeting with Public works, Aaron, Scott, Paul, Tim, Brionne, Frank.
Brionne and Paul would like to take it to public works Dec 1st. to be sure the village is on board
Water:
Looks good
Private Hydrant exhibit

Sanitary:
Re-space manholes, 1% slope, bore under wetlands
Brionne will help with the permits

Storm
looks good, all private

12-1-15 Public Works meeting
The was the meeting where the committee approved the redraw of the sanitary sewer to the west property line
Presented the cost share agreement, this would be the basis for what the village will reimburse the developer
The meeting went good, Dan, Scott, Brian. Passed 3-1 Art voted a no.

2-2-16 Request for developers agreement
Scott:
I will place the Development Agreement for Saxony Village in the cycle of items on my schedule to complete.
Regards
From: Scott Bence [mailto:scott@jbjcompanies.com]
Sent: Tuesday, February 02, 2016 8:20 AM
To: Lawrence Ratayczak
Cc: Jeff Retzlaff; Brionne Bischke
Subject: 1015 Saxony Village (Developers Agreement)
Larry, could you please put together a developers agreement for my review for the Saxony Village Project. We received our geotech and ground water information for the site. We are having our contractors review the updated information. I thought the agreement is something you could put together while we are waiting.
Scott.

4-1-16 E-mail Follow-up on developers agreement
Scott:
Just to be honest with you my work load has changed dramatically with Brionne Departure, I am working on it but I don't have a date that I will have it for you. I will shoot for next week
Regards: Larry

Larry, I feel like I'm being a pest. I been waiting for the developers agreement for over two months. When will I have a draft to review?
Scott.

4-18-16 E-mail from Larry
Scott:
Last week you asked me to verify the required sizes of the proposed sanitary sewer. The Village would like to have all sanitary sewer from proposed sanitary manhole #1 north to the existing manhole in Main Street & Park Ave be 15" diameter and sanitary sewer from manhole #1 southwest to the existing 30" sanitary interceptor be 18" diameter. In addition, the sanitary sewer to be relayed on Main Street would be laid as 15" diameter and would include replacing the existing manhole at Park Ave and the existing manhole approximately 600 feet to the east. The Village would like to bid all sewer at the same time if you are in agreement.
Please contact me if you have any questions.
Regards: Larry

4-29-16
Received 1st draft of developers agreement from Larry

5-2-16
Scott:
I do realize that I did not include the all of the discussion and payment schedule for the additional sanitary sewer crossing the RR Tracks and for Main Street and for the oversized sanitary sewer in easement on Saxony Village site. I will work on these items today.
Regards: Larry

5-19-16 E-mail between Larry and Scott
Scott:
I was assumed that the DRAFT would get your review comments and that this way we would work through the Developers Agreement.
Also, on Exhibit "A" I require the estimated cost breakdown for the line items with values on the upper 1/3 of the Exhibit. This will enable me to complete the Exhibit.
In addition, I will need the estimated cost of the buildings, all these cost should add up to the estimated cost to constructed the entire development.
Do you have up dated estimated costs for the sanitary sewer crossing the RR Tracks since you are directional drilling and also, any cost changes to the oversizing of the remaining sanitary sewer (excluding the section crossing the RR Tracks). Part of why the items were not included was do to the change in scope of the sanitary sewer at the RR Tracks.
Thank you for your time, Larry

From: Scott Bence [mailto:scott@jbjcompanies.com]
Sent: Thursday, May 19, 2016 8:05 AM
To: Lawrence Ratayczak
Subject: RE: Draft Developer Agreement for Saxony Village
Larry, I never got an updated report from you. Do you want my comments on this one?
Scott

6-9-16 E-mail

Larry, attached is our redline comments on the developers agreement. We tried to narrow the developers agreement to just the public improvements that are being installed. Please review and let me know if we need to get-together and discuss anything. Again we are requisitioning to place on the July Public Works agenda.
Scott.

6-27-16 E-mail
Larry, attached is the updated cost share spread sheet. If you want to get together to discuss I'm around all week.
Scott

7-5-16 E-mail
Larry, thanks for the response comments. I think it's important to remember that the only thing the developers agreement pertains to is the installation of the public sanitary and watermain utilities. I need to review the proposed reimbursement language. Additionally, some of our proposed changes were rejected by Brian. We would like to discuss his comments and thoughts. Also, regarding the sanitary sewer access asphalt path, we should add a sentence to the developers agreement Sec. 109 which addresses that the Village is responsible for ongoing maintenance, repair, and replacement of the asphalt path and we also need be sure that we put language in the easement document which addresses that the Village is responsible for ongoing maintenance, repair, and replacement of the asphalt path. Is there an exhibit B?

Given the time crunch please let me know how we facilitate this happening.
Scott.

7-6-16 E-mail
Larry, below are the answers to you questions from our meeting yesterday.

1. Exhibit C appears to be the correct legal description.
2. The offsite watermain footage is approximately 80 feet. I confirmed the price was correct. Attached is a corrected exhibit.
3. The price for removal of contaminated soil was corrected from cubic yard to per ton, good catch. Attached is a corrected exhibit.
4. You asked how the Soil Management Plan and Observation number was allocated. The total cost for this item is $49,240.00. The impacts in this area are sanitary sewer, watermain, storm sewer, roads, and building. 29.41% was charged against the village portion of the sewer and water in that area. The balance is being funded by the developer.
5. Attached is Exhibit A with the amounts filled in. Note: I removed the site grading because the amount was $0.00.

Let me know if you have any other questions.
Scott.

7-6-16 Public Works Meeting
Did not attend

7-7-16 E-mail
Larry, please send me a copy of the DA that was presented at the meeting last night.
Regarding the recommendation last which included a sidewalk which has nothing to do with Saxony Village, the grumbling about how we are to be reimbursed for work the Village needs to do for Gehl Foods, and the acquisitions that Saxony Village is responsible for offsite utility costs and Castle Drive expenses. I'm requesting a meeting with all the people listed on this e-mail so we can hopefully bring closure to these issues prior the Village Board meeting on July 18, 2016.

Please give me some meeting dates and times.
Scott.

7-13-16 E-mail
Scott:
This is the revised Development Agreement as directed by the Public Works & Highway Committee at their meeting (adding sidewalk on Hilbert Ln)
This should be the document that we will discuss on Monday evening.
Regards:
Lawrence W Ratayczak, P.E.
Director of Public Works
Village of Germantown

7-18-16 E-mail
Scott:
I am not sure if the Clerks Office forwarded a copy of this agreement to you, if not, attached is the Development Agreement that is going to the Village Board tonight and that we will discuss at the 5:30 pm meeting tonight prior to the Board meeting.
Contact me if you have any questions
Regards:
Lawrence W Ratayczak, P.E.
Director of Public Works
Village of Germantown

7-20-16 E-mail
Scott:
I am waiting for the corrected copy from the Village Attorney, upon my receipt of this copy I will assemble the final draft as approved by the Village Board on Monday and forward a copy to you.
Regards:
Lawrence W Ratayczak, P.E.

All:
Attached is the final version of the agreement with the changes discussed. With one exception, I've also made a few typographical and formatting changes that did not change the substance of the agreement. The one exception is this:

After considering my answer to the public bidding question at the Board on Monday, I began to second guess myself. After reviewing the statutes and relevant opinions from the League of Wisconsin Municipalities and discussing the matter with the other attorneys here in the office and with League staff counsel I have revised my opinion. I believe that for the work the Village is reimbursing the cost of, the work must be publicly bid. I've added that language in Paragraph 1.01.

This process shouldn't add significantly more time to the project than it will take to get the Gehl's agreement finalized provided that the process starts quickly. I'll leave it up to Engineering staff and the developer's engineers (and developer) whether it makes sense to bid it as a full project or to bid it just for the portions the Village is paying for. (There may be some economies of scale that pay a role?)

Brian Sajdak

8-10-16

Larry and Scott looked at various pipe options etc to figure out if there was away to lower the cost. We also expressed concerns about the unit prices regarding unforeseen, etc. The village said Gehl will pay Heritage directly.

8-11-16

Scott:
Attached please find the Developers Agreement that will be presented to the Village Board for approval on August 15, 2016.
Regards Larry

8-15-16
Larry, where is the village at width the agreements for Heritage Place and Gehl?
Scott Bence

Scott:
I spoke with the Village Attorney last Thursday and he informed me that he has begun to write the agreements. I did not get a timeline from him but I will see him at the meeting tonight and hopefully get an update as to their completion.
I think it best to get the Boards approval tonight and work out the details prior to you executing the agreement.
Regards: Larry

Scott:
I spoke with the Village Attorney last Thursday and he informed me that he has begun to write the agreements. I did not get a timeline from him but I will see him at the meeting tonight and hopefully get an update as to their completion.
I think it best to get the Boards approval tonight and work out the details prior to you executing the agreement.
Regards: Larry

8-17-16
Larry, did you talk to Brian about the status of the agreements? Is he also working on the village's agreement with Gehl for Main Street? Can you give me the contact person for Gehl's?
Scott

Scott:
I will see Brian Thursday morning and get an update as to progress on the agreements (Heritage / Gehl & Village / Gehl).
I will get back to you with the contact person at Gehl Foods.
Regards: Larry

9-12-16 E-mail
Scott:
I had the agreement set yesterday and when I went to complete the final save Word crashed on me. No big deal other than the crash also appears to have corrupted the file. I have a prior version than is pretty close to being complete that I can fix with, but it'll need a few changes. I'm in meetings this morning and into the afternoon, but hope to have it cranked out later today. Brian

Oct./Nov. 2016
Looked at different options maybe start bld 6 only. Discussed modifying developers agreement to reflect this. Ultimately, did not agree on anything.

January 2017
Contacted Larry to discuss where we were at and what the village want us to do regarding the sanitary sewer. Larry said he was looking at running the sanitary down Main Street to Division. I reminded Larry

that if we don't work something out Heritage Place will have an invoice for all the work they did regarding the sewer and now the Village says they can't pay for it. Larry said he knows.

2-16-17
Larry met with Dean and Brian to discuss if the village could purchase the easement. The purchase price would help me offset the extra costs.
Larry said idea did not go over well. Brian did not like it.

2-17-17
Larry said he will give me an answer on Monday telling me what to do regarding the sanitary sewer.

Scott Bence
J.B.J. Companies, Inc.
W178N9912 Rivercrest Drive, Ste. 101
Germantown, WI 53022

262-255-1800 ext. 17
262-255-2234 (fax)
www.jbjcompanies.com
e-mail: scott@jbjcompanies.com

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<Utility cost6-23-16.pdf>

J.B.J. Companies, Inc.

W178 N9912 Rivercrest Drive, Suite 101
Germantown, WI 53022-4645
Phone: 262-255-1800
Fax: 262-255-2234
www.jbjcompanies.com

Village of Germantown
Larry Ratayczak, Director of Public Works
N112 W17001 Mequon Road
Germantown, WI 53022-0337

March 28, 2017

RECEIVED
APR 03 2017
ENGINEERING DEPT
VILLAGE OF GERMANTOWN

Regarding: Sanitary Sewer Invoice

Dear Larry:

Per our recent conversations, attached is the invoice for the redesign of the sanitary sewer system which was previously designed for the benefit of the Village of Germantown/Main Street & Gehl Foods. Please submit this invoice for payment.

History:
The Village approached us after we had submitted our utility plans for Saxony Village and told us we had to redesign our utilities. Specifically, we had to run the sanitary sewer along the west property line from the main north to Park Street and the Village needed the pipe size to be 18 inch. This was needed to solve an issue with a back pitched pipe and to provide increased capacity to Gehl Foods. Our initial design had our sanitary sewer running along our east property line and was only 8 inch diameter. Our option avoided a large wetland crossing and the Brownfield area. We had explained that the Village requested route was a more expensive option and we wanted to be sure that we would get reimbursed for the difference. We provided cost estimates to engineering and public works which they agreed with. Because we were talking large numbers we decided to take it to the public works committee. The committee reviewed and approved the cost share agreement at the December 1, 2015, meeting. The project continued through the approval process and on July 18, 2016, the VB approved the Developer's Agreement which included the cost share. Two days later on July 20, 2016, attorney Brian Sajdak informed you that he had misspoken at the Village Board meeting and that in fact the project would have to be a public project and therefore publically bid. Several alternative options were explored but ultimately it was determined that the Village would seek an alternate route to solve the Main Street/Gehl Foods sanitary issues.

In this case we were told to change something for the Village's benefit and the Village agreed to pay for. For various reasons things did not work out but money was spent in good faith perusing the Village's request. For that reason we need to be reimbursed for the services that were provided.

We have a long standing relationship with the Village of Germantown. We have worked together on various projects for the past 30+ years and we plan to continue to develop quality projects in Germantown. We ask that you pay this invoice promptly.

Sincerely,

Scott J. Bence, V.P.
J.B.J. Companies, Inc.

J.B.J. Companies, Inc.
W178 N9912 Rivercrest Drive, Suite 101
Germantown, WI 53022
262-255-1800 (Phone) 262-255-2234 (Fax)

Invoice No. 1015-VOG

INVOICE

Customer

Name	Village of Germantown - Larry Ratayczak		
Address	N112 W17001 Mequon Road		
City	Germantown	State WI	ZIP 53022
Phone	262-250-4721		

Misc

Date	3/24/2017
Rep	SB

Description	TOTAL
Saxony Village Utility Costs	
Offsite Sanitary (install sanitary from Main Street/Park Street South under railroad to property line)	
Soil Management Plan and Observation	$ 5,480.00
Railroad Crossing Permit	$ 1,900.00
Engineering/Survey Design	$ 1,200.00
Project Management Fee	$ 858.00
Village changed sanitary to connect to the SW which has extra capcity for Gehl Foods (Utility Plan Set)	
DNR Wetland Permit	$ 4,000.00
Clearing and Grubbing	$ 6,700.00
Extra Engineering/Survey Design Fee	$ 2,108.00
Project Management Fee	$ 1,280.80
Redesign Work	
Redraw Sanitary Plans	$ 6,800.00
Revise Utility Easements	$ 976.00
Chapter 30 Permit Amendment	$ 480.00
Bid New Sanitary Plan	$ 680.00
Project Management Fee	$ 893.60
SubTotal	$ 33,356.40
TOTAL	$ 33,356.40

Payment Select One...

Comments
Name

Net Due Upon Receipt

Please Remit to:
J.B.J. Companies, Inc.
W178 N9912 Rivercrest Drive, Suite 101
Germantown, WI 53022

Thank You!
www.jbjcompanies.com

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, December 1, 2015** ***5:00 P.M.***

LOCATION: **Germantown Village Hall Board Room**

I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.

II. **ROLL CALL:** Chairman Kaminski, Trustees Miller, Warren and Zabel

III. **APPROVAL OF MINUTES:** November 3, 2015

IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.

V. **NEW BUSINESS:**

A. Authorization to Fill Vacancy – Highway, Parks, Building & Grounds Department
B. Consideration of Invoice – Washington County Highway Department
C. Consideration of Invoice – D.F. Tomasini Invoice #1945-45 – Windsor Court
D. Request to Approve Change Order – Catie Vista Storm Sewer Project
E. Request to Accept Improvements – Catie Vista Storm Sewer Project
F. Request to Release Retainer – Lannon-Appleton Water Main Extension, Phase #1
G. Review of and Possible Action on WDOT Detour Proposal for Pilgrim Road-FDL Ave. Project
H. Review of and Possible Action on State/Municipal Agreement for Mequon Rd-Country Aire Drive Intersection Project
I. Review of and Possible Action on Village Requested Sanitary Sewer and Watermain Improvements through Saxony Village Property

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

VII. **ANNOUNCEMENTS:**

VIII. **ADJOURNMENT:**

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

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

BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI

MEETING DATE: December 1, 2015

AGENDA ITEM: New Business 1

ITEM TITLE: Review of and Possible Action on Village-Requested Sanitary Sewer and Water Main Improvements through Saxony Village Property

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

SUMMARY EXPLANATION:

Staff has been planning a sanitary sewer relay through this property for several years, warranted by an existing back-pitched segment under Main Street crossing the Wisconsin & Southern Railroad tracks creating a siphoning condition. Existing and planned production upgrades at Gehl's demand a more functional system, also warranting the relay.

Staff has also been planning to connect water main loops through this property and in Squire Drive to provide service redundancy and improve water quality for neighboring businesses and residents using the system.

Staff has been working through these issues with the developer of the proposed Saxony Village project JBJ. Several meetings have occurred to convey staff's plans and for the developer's engineering design consultant to provide for both the development's needs and the Village's needs.

Village-requested layouts and upgrades will create additional expense than would normally be needed to only serve the development.

ATTACHMENTS:

- Utility Plan
- Alternative Utility Plan
- Utility Costs

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.

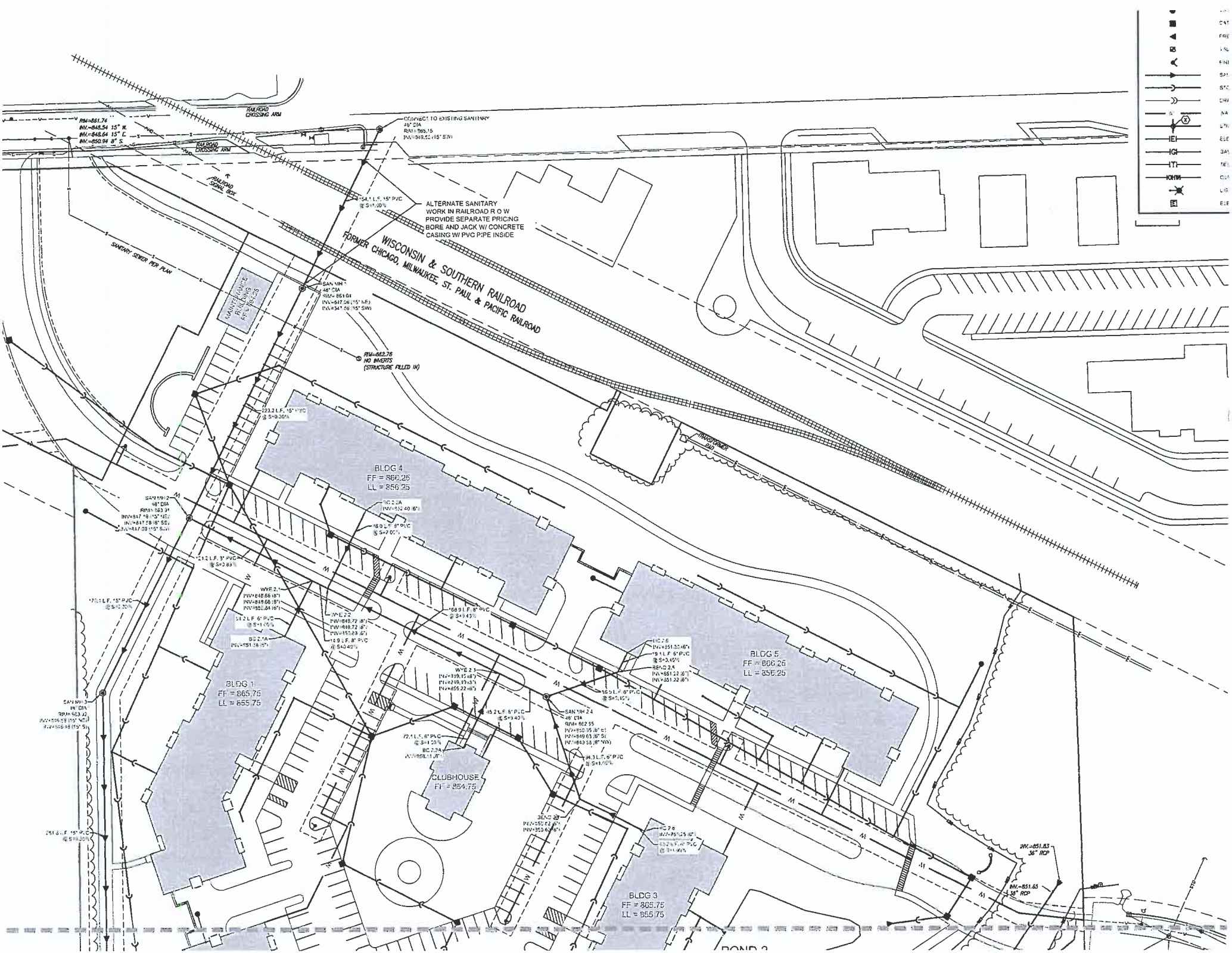
Saxony Village Utility Costs

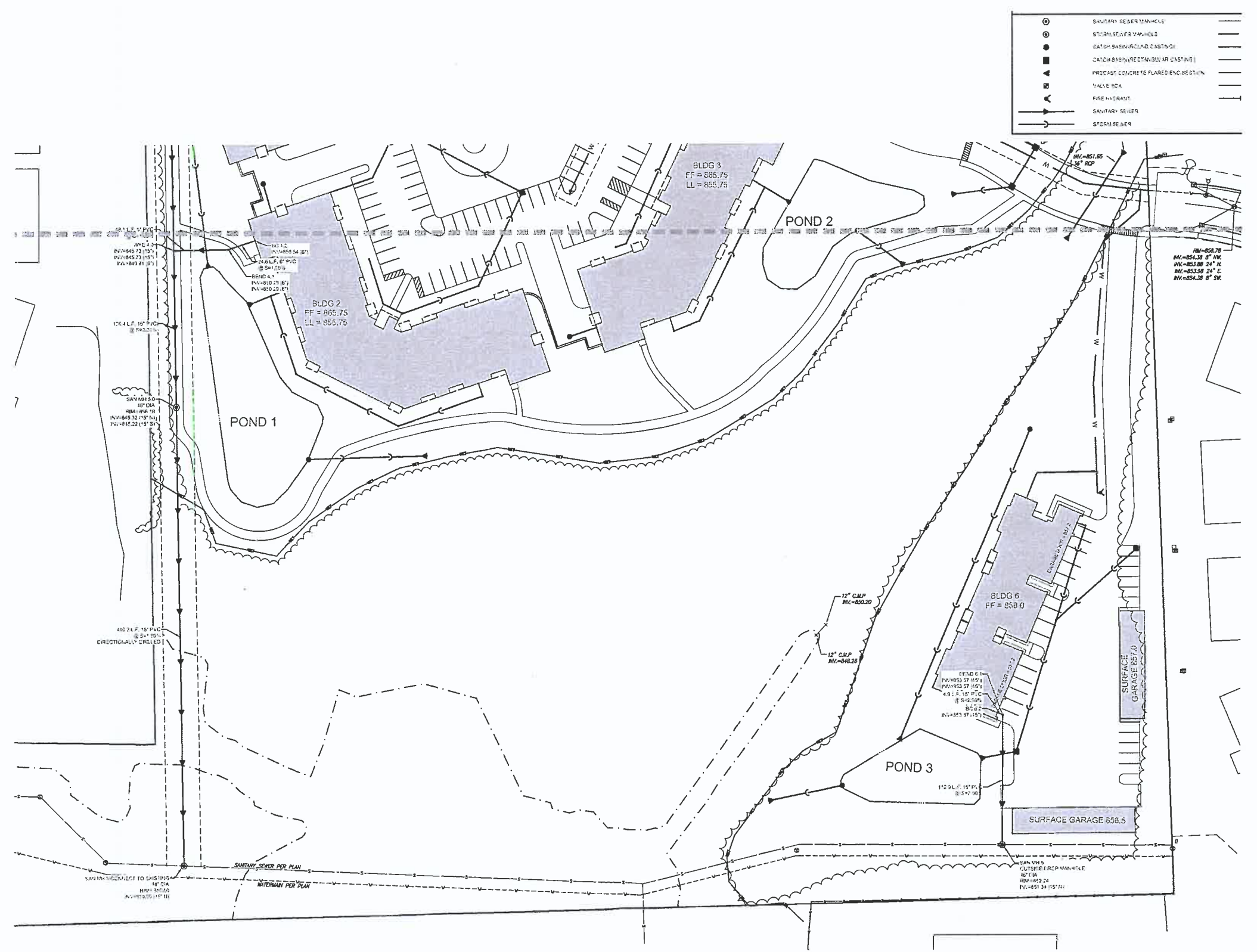
18-Nov-15

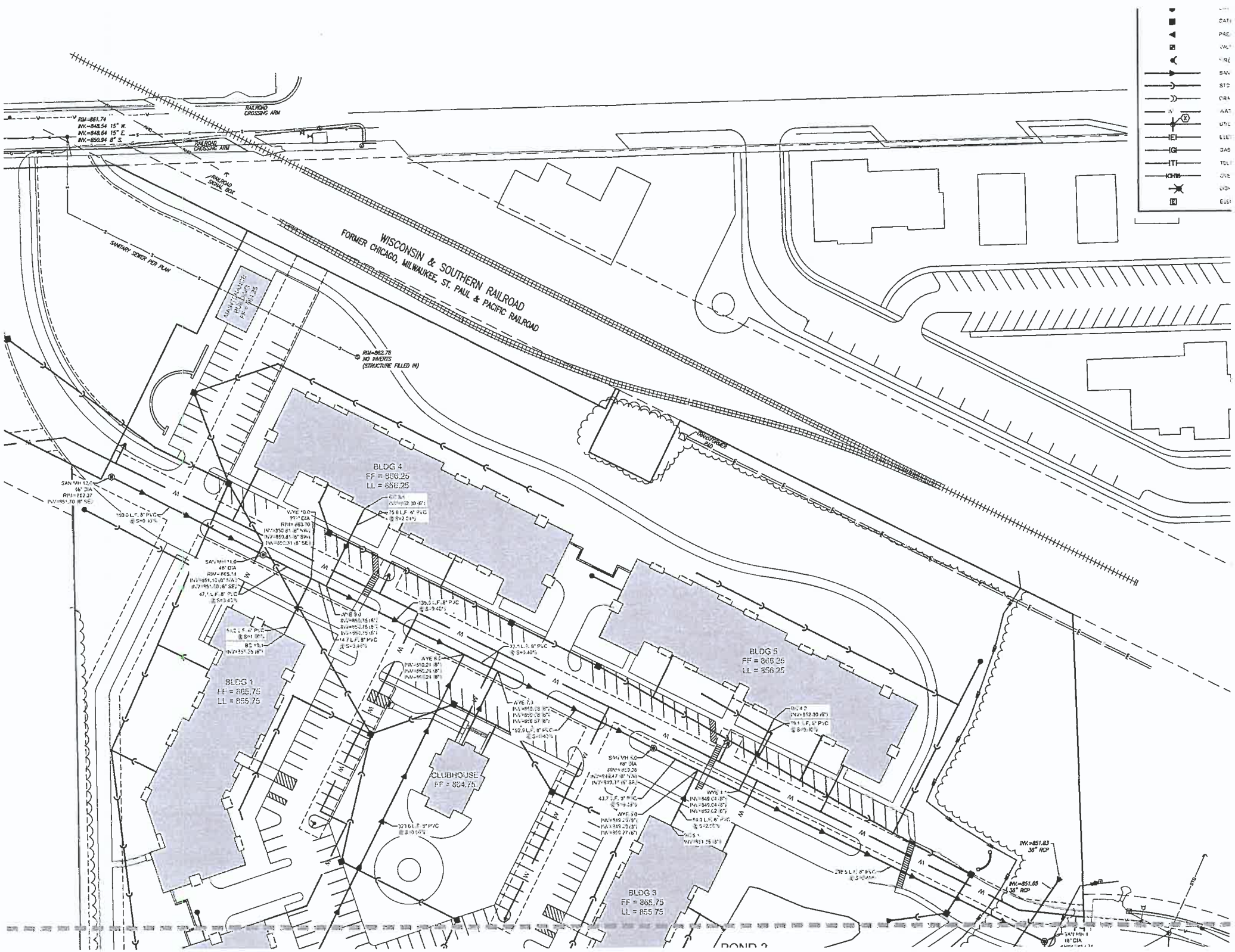
Item Description	Qty.	Est. Amount
Offsite Watermain (approxiately 130' west of the west property line to conection on Castle Drive)		
12" Watermain "Offsite"	1	12,340.00
Removal of Contaminated spoil	1	6,300.00
Soil management plan and observation	1	7,633.00
Dewartering and dewatering permit	0	T.B.D.
Rock removal	0	Excluded
Restoration	1	5,600.00
Village inspection services	1	2,400.00
Village improvement review fee	1	827.39
Village Professional fee	1	1,000.00
Engineering/Survey design fee	1	1,500.00
Project Management fee	1	3,760.04
Total		41,360.43 *
Offiste Sanitary (install sanitary from Main Street connection to manhole #1, includes boring RR and concrete casing)		
15 Inch sanitary "Offsite"	1	113,000.00
Removal of Contaminated spoil	1	7,296.00
Soil management plan and observation	1	6,850.00
Dewartering and dewatering permit	0	T.B.D.
Rock removal	0	Excluced
Railroad Crossing Permit	1	1,900.00
Main Street restoration	1	5,000.00
Village inspection services	1	2,400.00
Village improvement review fee	1	482.63
Village Professional fee	1	1,000.00
Engineering/Survey design fee	1	1,500.00
Project Management fee	1	13,942.86
Total		153,371.49 *
Upgrade		
Upgrade to 18 Inch main, ADD	1	4,958.00
Project Management	1	495.80
Upgrade Total		5,453.80 *
Original Sanitary Design -Connect at the SE corner of the site (Alternate Plan Set)		
Sanitary System (This was the system that was designed until the Village encounted the Gehl Issue)		195,824.00
Removal of Contaminated spoil	1	0.00
Dewartering and dewatering permit	0	0.00
Rock removal	0	Excluded.
Total		195,824.00 **
Village changed the sanitary to connect to the SW which has extra capacity for Gehl Foods (Utility Plan Set)		
Sanitary System		
15 Inch sanitary	1	350,862.00
Removal of Contaminated spoil	1	40,000.00
Dewartering and dewatering permit	0	T.B.D.
Rock removal	0	Excluded.
DNR wetland permit	1	4,000.00
Clearing and grubbing	1	5,000.00
Restoration from Squire Drive to new manhole	1	7,000.00
Upgrade pedistrian path to an access road to service sanitary manholes	1	21,420.00
Extra Village inspection services beyond original design	1	2,000.00
Extra Village improvement review fee above orignial design	1	4,025.00
Village Professional fee	1	0.00
Extra Engineering/Survey design fee	1	2,100.00
Project Management fee (above the $195,824.00)	1	24,058.30
Sub Total		430,282.00
Less the cost of the original design		195,824.00
Total cost		234,458.00 *
Upgrade		
Upgrade to 18 Inch main, ADD		22,425.00
Project Management	1	2,242.50
Upgrade Total		24,667.50 *

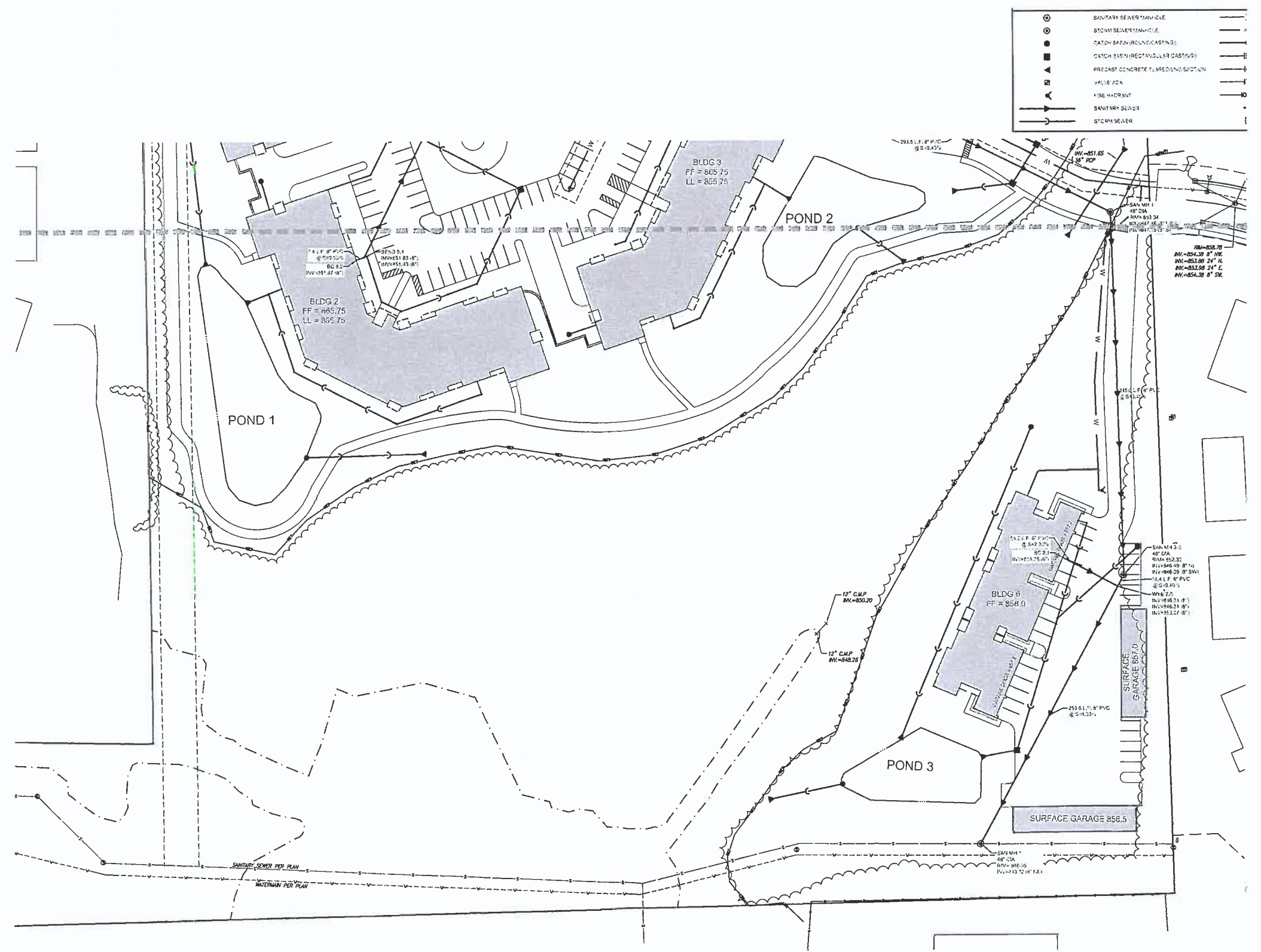
* Village cost to be reimbursed to developer

**Developer cost


WISCONSIN & SOUTHERN RAILROAD
FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
ALTERNATE SANITARY
WORK IN RAILROAD R O W
PROVIDE SEPARATE PRICING
BORE AND JACK W/ CONCRETE
CASING W/ PVC PIPE INSIDE
CONNECT TO EXISTING SANITARY
45" DIA
RIM=865.15
INV=849.52 (15" S/W)
RAILROAD CROSSING ARM
RAILROAD SIGNAL BOX
SANITARY SEWER PER PLAN
SANITARY MANHOLE RIM=863.25 FF=866.25
RIM=862.76
NO INVERTS
(STRUCTURE FILLED IN)
223.2 L.F. 15" PVC @ S=0.20%
SANMH 2
96" DIA
RIM=863.31
INV=847.78 (15" NE)
INV=847.58 (6" SE)
INV=847.09 (15" SW)
212 L.F. 3" PVC @ S=0.83%
BLDG 4
FF = 866.25
LL = 856.25
BC 2.3A
INV=852.40 (6")
168.9 L.F. 8" PVC @ S=2.00%
WYE 2.1
INV=848.66 (8")
INV=848.66 (8")
INV=850.84 (6")
WYE 2.2
INV=848.72 (8")
INV=848.72 (8")
INV=852.23 (6")
BC 2.1A
INV=851.38 (6")
SEWER MANHOLE 1
48" DIA
RIM=863.32
INV=849.48 (15" NE)
INV=849.48 (15" S)
BLDG 1
FF = 865.75
LL = 855.75
WYE 2.3
INV=849.15 (8")
INV=849.15 (8")
INV=855.22 (6")
BC 2.3A
INV=858.11 (6")
CLUBHOUSE
FF = 854.75
BLDG 5
FF = 866.25
LL = 856.25
BC 2.6
INV=851.33 (6")
19.1 L.F. 6" PVC @ S=3.45%
BEND 2.5
INV=851.22 (6")
INV=851.22 (6")
SANMH 2.4
48" DIA
RIM=862.55
INV=850.35 (6" E)
INV=849.65 (6" S)
INV=849.58 (6" NW)
BLDG 3
FF = 865.75
LL = 855.75
INV=851.83
36" RCP
INV=851.65
36" RCP
POND 2


SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
CATCH BASIN (ROUND CASTING)
CATCH BASIN (RECTANGULAR CASTING)
PRECAST CONCRETE FLARED END SECTION
VALVE BOX
FIRE HYDRANT
SANITARY SEWER
STORM SEWER
BLDG 3
FF = 865.75
LL = 855.75
POND 2
BLDG 2
FF = 865.75
LL = 855.75
POND 1
BLDG 6
FF = 858.0
SURFACE GARAGE 857.0
POND 3
SURFACE GARAGE 856.5
SANITARY SEWER PER PLAN
WATERMAIN PER PLAN


WISCONSIN & SOUTHERN RAILROAD
FORMER CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
RAILROAD CROSSING ARM
RAILROAD SIGNAL BOX
SANITARY SEWER PER PLAN
RIM=862.75
NO INVERTS
(STRUCTURE FILLED IN)
BLDG 4
FF = 866.25
LL = 856.25
BLDG 5
FF = 866.25
LL = 856.25
BLDG 1
FF = 865.75
LL = 855.75
CLUBHOUSE
FF = 864.75
BLDG 3
FF = 865.75
LL = 855.75
INV.=851.83
36" RCP
INV.=851.65
36" RCP
POND 2


SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
CATCH BASIN (ROUND CASTING)
CATCH BASIN (RECTANGULAR CASTING)
PRECAST CONCRETE FLARED END SECTION
VALVE BOX
FIRE HYDRANT
SANITARY SEWER
STORM SEWER
BLDG 3
FF = 865.75
LL = 855.75
POND 2
BLDG 2
FF = 865.75
LL = 855.75
POND 1
BLDG 6
FF = 858.0
POND 3
SURFACE GARAGE 857.0
SURFACE GARAGE 856.5
12" C.M.P.
INV.=850.20
12" C.M.P.
INV.=848.26
SANITARY SEWER PER PLAN
WATERMAIN PER PLAN

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

December 1, 2015
Village Hall Board Room

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

ROLL CALL: Chm. Kaminski, Trustee Members Miller (5:03p.m.), Warren, and Zabel. Also present were Director Ratayczak, Engr. Bischke, and Secretary Wick.

PREVIOUS MINUTES: **MOTION made by Warren, seconded by Zabel to approve the minutes of November 3, 2015.**

Motion carried unanimously.

PUBLIC COMMENT: None

AUTHORIZATION TO FILL VACANCY – HIGHWAY, PARKS, BUILDING & GROUNDS DEPARTMENT: Supt. Olszewski requested permission to fill a vacancy for a full time operator position within the Highway, Parks, Building and Grounds Department due to a recent retirement. Maintaining fulltime staffing levels was essential and any reduction would impact the ability to maintain level of service. Supt. Olszewski also requested discussion on DPW vacancies and asked for the Committee's permission to consider allowing staff to fill DPW vacancies in the event a current employee transfers to another department. This approval would save valuable time on filling positions. Current policy and procedures require Committee and Board approval to advertise for a DPW position. Committee discussion included;

- All positions within DPW should be re-organized and cross-trained. In the event of a shortage in one department, you can utilize employees from other departments;
- Cross training is possible on basic jobs. Sewer and Water Operators maintain licenses with continuing education requirements and therefore all would not be qualified to fill in within those departments. Shared positions can be utilized in the utility departments if a driver is needed for a watermain break. Utility positions will reciprocate if drivers are needed for snow plowing.
- Dir. Ratayczak clarified staff would like approval that once one position opens, staff would be allowed to fill a position where there is a transfer in or out of a department. Currently filling a position could be up to a 90 day process due to Committee and Board approvals, advertising, and interviewing.
- If someone transfers from a utility department to the Hwy., Parks, Bldg./Grounds Department, a Committee meeting could be held prior to a Village Board meeting to shorten the time frame for filling the position.
- Utility positions should be kept separate from other DPW positions. Chm. Kaminski was comfortable with allowing staff to advertise filling positions if someone transfers from one department to another department.
- Supt. Olszewski clarified the Committee would be granting permission for the "Department of Public Works" to fill internal positions wherever the vacancy may end up.
- In the near future, staff and Committee should look for a better way to streamline the process of filling of positions within the Department of Public Works.

- As the December Agenda topic did not give authorization to fill any vacancies other than the one advertised within the Department of Public Works, the request for permission to fill a vacancy in any DPW department would have to be addressed at a future meeting.

MOTION made by Kaminski, seconded by Miller to forward to the Village Board with a positive recommendation authorizing staff to fill the full time vacancy for a Highway, Parks, Building & Grounds Maintenance Operator.

Motion carried unanimously.

CONSIDERATION OF INVOICE – WASHINGTON COUNTY HIGHWAY DEPARTMENT:

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to approve paying the Washington County Highway Department invoice in the amount of $44,659.37 for centerline and edge line painting various locations within the Village. Funds to be allocated from Acct. #10-542-530-3540.

Motion carried unanimously.

CONSIDERATION OF INVOICE – D.F. TOMASINI INVOICE #1945-45 – WINDSOR COURT:

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to approve the D.F. Tomasini invoice in the amount of $5,345.00 for the emergency watermain repair on Windsor Court at Squire Drive. Funds to be allocated from Acct. #50-742-530-6730.

Motion carried unanimously.

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

Motion carried unanimously.

REVIEW AND POSSIBLE ACTION ON VILLAGE REQUESTED SANITARY SEWER AND WATERMAIN IMPROVEMENTS THROUGH SAXONY VILLAGE PROPERTY:

Engr. Bischke noted staff had been planning a sanitary sewer relay and water main loop connections through the Saxony Village property for several years and have planned and budgeted for this project in year 2016. A visual presentation and explanation was given to the Committee. Early in 2015 a developer proposed developing the property in year 2016 with utilities servicing just his development. Staff contacted the developer to explain the Village's needs and discuss the developer's needs. The developer's engineer drew up a revised set of plans which would incorporate Village improvements and the developer's utility needs. What came to question was who would be responsible for what costs if the Village moved forward on

the utility improvements. Should the developer be fiscally responsible for the utility upgrades and relays beyond what he needs to service his development? Engr. Bischke expressed to the Committee if the Village and developer worked together it would be the ultimate achievement as the developer would be picking up some of the cost. Cost proportions would have to be delineated between the Village and developer. Further discussion was held on the interconnect of watermain to Castle Drive which would improve water quality and service. Castle Drive is a private street and listed as a reservation on the plat, however, when the reservation was completed the Village had never accepted the reservation. If the Village wanted to make the reservation public, the Village had to accept it. Another benefit would come to the large manufacturer along the Main Street corridor who is seeking to improve and upgrade their production. A cost share proportion would also be incorporated with the project. Engr. Bischke provided a spreadsheet and detailed discussion of utility costs to include a breakdown of Village costs to be reimbursed to the developer and the developer costs. As the information was preliminary, Engr. Bischke requested Committee direction in order for the Developer's Engineer to develop detailed plans to submit to the various regulatory agencies. In closing, Engr. Bischke stated the Developer was willing to work with the Village by allowing discussion with the Public Works Committee to incorporate the Village's utility project with his proposed project. He asked the Committee to keep in mind the Village would pay a lot more doing the project on its own vs. working in a partnership with the Developer. Committee discussion included;

- Committee approvals would be submitted to the Plan Commission;
- Total cost of the Village Utility Project is $430,282; There would be an approx. $200,000 savings if working with the Developer;
- It would make financial sense to work with the Developer to remedy a problem within the Main Street corridor.
- The Developer does not need Village Utility improvements in order to connect to existing utilities;
- The Developer has changed the utility design for his project to accommodate public needs; It is a matter of timing that the Village could incorporate the utility project with the developer's project;
- In the event the developer's project changes again, the sewer/water main designs would change again. Would this be a deal breaker for both projects? Engr. Bischke stated concept and costs were still the same.
- Dir. Ratayczak clarified the Developer was looking for guidance from the Village through the Public Works Committee as to whether the Village was interested in conjoining the Village's Water/Sewer Utility Improvements project with his development project. The Developer will then present his plans to the Plan Commission accordingly. If the development gets approval to service utilities within the development site, the Village would still need to look at improving the Village's utilities through the corridor.
- Trustee Zabel stated the Village had a policy (Chapter 18.08 (d)-Sanitary Sewer Traversing Other Lands). If necessary to traverse other land to serve a subdivision or planned development, the Village may install such sanitary sewer and the subdivider or developer shall pay the total cost thereof. The Village shall reimburse the subdivider or developer to the extent of special assessments is levied. In the event special assessments are deferred, the subdivider or developer shall be reimbursed when the special assessments are paid or when installment payments commence. Trustee Zabel noted the

cost of doing this is the responsibility of the developer by the policy book and Codes. Do we correct the sanitary sewer system to eliminate a problem or do we leave the system as it exists now? Either way was fine with Trustee Zabel. The cost to go and clean the sewer on a regular basis vs. $200,000 which would probably be a few years to get to that point. If the Village chooses to do the by-pass sewer and do the watermain connection those costs would be borne by the developer. A Developer's Agreement on file in the Clerk's Dept. has the watermain put in from Hilbert Lane to Castle Drive at the developer's cost which was approved by the Village Board in 2004. Adding an additional $41,000 because we're asking the developer to extend it as part of creating the system you create the system to have the loop to have the by-passes. It is up to the developer to put those costs in. Trustee Zabel also pointed out the memos that he has seen from Mr. Trapp to the Village's Attorney which stated that Castle Drive actually belonged to the 21.5 acre parcel of land by a Conditional Use Permit granted to Mr. Trapp prior to the land sale. The 21.5 acre parcel is responsible for maintenance on Castle Drive.

- Chm. Kaminski stated it would be beneficial to improve the sanitary sewer system especially if the company in the area was going to expand. Chm. Kaminski would like to see a cost share on the sewer instead of the Village paying all. We shouldn't be asking the developer to improve the Village's infrastructure for the Village's benefit.
- Dir. Ratayczak, stated with the increased production of the company in the area there was potential of backups as the existing pipe was undersized and at full capacity under the tracks. If the entire production flow was released at one time there was high potential of a backup. The Village currently works with the company to avoid that potential.
- Engr. Bischke noted other developer's had to build the utility system to their properties in order to get service. The application of the special assessment policy did not apply to this particular development because he already had service.
- Trustee Warren questioned if sanitary sewer was not installed right away, would the Village need to reserve easements? Engr. Bischke responded "yes". Sanitary sewer could not be installed without the proper easements. There were other route options that could be considered.
- It would make sense to install utilities at the same time the developer is constructing the site.
- Trustee Zabel stated the 2004 Developer's Agreement approved by the Village states the Developer shall be required to connect from Point "A" to Point "B". As per Policy, when you have a section you want to complete a loop, you do the loop. You usually do the loop because the developer has property abutting up against one utility and property abutting the other end.
- Trustee Zabel believed Castle Drive was the developer's responsibility by a Conditional Use Permit that was granted to Mr. Trapp many years ago when the apartments were built. The Conditional Use Permit transferred to the 21.56 acres per a letter by attorneys' which is on file at Village Hall. With the policies that are in place, the developer is required to complete Castle Drive to Squire Drive with curb, gutter and storm sewer. The offsite watermain est. of $41,360 should be borne by the developer.
- If the Public Works Committee does not take any action on this topic, the Developer would then not proceed with the public improvements. The Developer needs assurance

from the Village that the Village will accept responsibility for the items that do not serve his development's purposes.

- Trustee Zabel stated development is to benefit the Village. It's not necessary to do it so it's a benefit to the developer. When you do that, the whole thing is to complete a road system, complete all of the things that are required to do on their development. They complete a system that is set up to create road patterns that is set up by the Village, they create the system that sets up the utilities to move the way utilities and the people want, that's why you build a bigger pipe when it's not needed. You do those things that are beneficial to the Village but the development is supposed to be to the benefit of the Village not to the negative of the Village or Utility.

MOTION made by Warren, seconded by Kaminski to accept the utility cost estimates and exhibits presented by the Village Engineer as related to the Sanitary Sewer and Water Main Improvements through the Saxony Village property with the understanding that the numbers could change based upon legal opinion on Village vs. Developer responsibility for both the installation of water and sewer as presented.

Motion carried 3 – 1 (Zabel)

REQUEST TO APPROVE CHANGE ORDER – CATIE VISTA STORM SEWER PROJECT: Engr. Bischke explained improvements to the storm sewer were intended to mitigate a history of flooding in the area. During the project it was found that more trench-related materials and restoration were needed than anticipated. Staff had recommended approving a $4,249.05 change order for those items. Discussion followed. Staff shall review the Change Order Policy and bring their findings to the Public Works Committee for discussion.

MOTION made by Warren, seconded by Miller to approve a change order in the amount of $4,249.05 to All-Ways Contractors, Inc. for additional trench materials and restoration on the Catie Vista Storm Sewer Project.

Motion carried unanimously.

REQUEST TO ACCEPT IMPROVEMENTS – CATIE VISTA STORM SEWER PROJECT: Improvements to the Catie Vista Storm Sewer included installing new storm sewer from the sag in Sylvan Circle between Francese Drive and Pilgrim Road to an existing storm water management pond at Francese Drive and Montgomery Drive. The purpose was to mitigate a history of flooding in the area. Inspection by the Engr. Dept. staff found no deficiencies and recommended approval.

MOTION made by Warren, seconded by Miller to accept the Catie Vista Storm Sewer improvements and begin the one year warranty period.

Motion carried unanimously.

REQUEST TO RELEASE RETAINER – LANNON-APPLETON WATER MAIN EXTENSION, PHASE #1: Improvements to the Lannon-Appleton Water Main Extension included extending water main through a second I-141 crossing just south of the Lannon Road interchange and extending the water main approximately 1,000 feet northwest along Appleton

Avenue from a point just north of the Wal-Mart taper. Staff inspected the system and recommended the retainer release.

MOTION made by Warren, seconded by Miller authorizing staff to release the project retainer of $15,576.49 to Globe Contractors for the Lannon-Appleton Water Main Extension, Phase #I.

Motion carried unanimously.

REVIEW AND POSSIBLE ACTION ON WDOT DETOUR PROPOSAL FOR PILGRIM ROAD-FDL AVENUE PROJECT: Engr. Bischke received a detour proposal from the WDOT for implementing a mill and overlay project along Pilgrim Road and Fond du Lac Avenue from Francese Drive to CTH P. Two alternative detour routes included;

- Mequon Road to Country Aire Drive to Freistadt Road;
- Mequon Road to Maple drive to Freistadt Road;

The Committee was provided a five year history of crash data for the proposed routes. Engr. Bischke stated the proposed alternate DOT routes were to minimize left turns. Staff recommendation included accepting a split detour. If agreed, staff would notify the WDOT who would then draft a new agreement. Discussion followed on possible changes to the detour route.

MOTION made by Zabel, seconded by Warren to accept the WI DOT Detour Proposal recommendation to include splitting the detour routes, authorize Village signature of the proposal and direct staff to notify the WDOT of possible conflicts at Hwy 145(Fond du Lac Ave.) and Freistadt Road and consider changing the route to Hwy 145 (Fond du Lac Ave.) and Division Road (County G).

Motion carried unanimously.

REVIEW AND POSSIBLE ACTION ON STATE/MUNICIPAL AGREEMENT FOR MEQUON ROAD-COUNTRY AIRE DRIVE INTERSECTION PROJECT: Engr. Bischke reported the WDOT will be performing four-way stop controlled intersection improvements at Mequon Road and Country Aire Drive in year 2018. Review of the Agreement's terms and conditions found language not relevant to the intersection or Village's ownership of facilities. Engr. Bischke asked the DOT to strike this language in which they replied it was impossible as the language was developed by their attorneys. Signing of the Agreement would allow the WDOT to move forward with the project. If the Committee chooses to make language changes, staff will contact the Village Attorney with direction. Discussion followed.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to accept the State/Municipal Agreement for the Mequon Road-Country Aire Drive Intersection project.

Motion carried unanimously.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held Tuesday, January 5, 2016 at 5:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:26 p.m.

Janice Wick, Recording Secretary

VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
July 18, 2016

CALL TO ORDER: The meeting was called to order at 7:01 p.m. by Village Clerk Barbara Goeckner.

ROLL CALL: President Wolter was absent and excused. Trustees Baum, Daniels, Hughes, Kaminski, Miller, Myers, Warren and Zabel. Also present: Attorney Sajdak, DPW Director Ratayczak, CDD/Planner Retzlaff, Fire Chief Weiss, DPW Director Ratayczak and Clerk Goeckner

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

Clerk Goeckner asked for a motion to appoint the President Pro-Tem for the meeting. **MOTION (Warren/Hughes) for Trustee Baum to be President Pro-Tem, carried.**

PRESIDENT'S REPORT: None

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS: Trustees provided information on upcoming meetings and events.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing: None
Lynn Grgich – W168 N11062 Ashbury Circle #5, Germantown – thanked all those on behalf of the Kiwanis of Germantown for all the hard work they did for the 4th of July festivities.

CONSENT AGENDA:

A. Approval of Village Board Minutes: June 20, 2016

B. Accounts payable/payroll

1.	June 25, 2016	Accounts Payable	$ 483,190.01
2.	June 28, 2016	Payroll (hourly)	$ 237,928.65
3.	June 30, 2016	Payroll (salary)	$ 84,554.65
4.	June 2016	Accounts Payable	$ 26,064.99
5.	July 10, 2016	Accounts Payable	$ 429,929.69
6.	July 12, 2016	Payroll (hourly)	$ 249,329.49
7.	July 15, 206	Payroll (salary)	$ 85,622.69

C. Operator Licenses: July 19, 2016 to June 30, 2017: [Recommended Approval]
New Applicants: David Abuya, Carissa Blaha, Kevin Conley, Molly Ebert, Cassandra Feuerstahler, Allyah Ford, Kimberly Fraser, Cynthia Heyman, Michael Hogan, Justine Keller, Susan Lauterbach, Ruth Lunde, Joshua Murphy, Lisa Phetvisay, Susan Roxbury, Brenda Schultz, Kayla Staroseiec, Alexandria Steinke, Dane Storck, Marissa Vita
Renewal Applicants: Amin Al-hassan, Kevin Debroux, Megan Depies, Lisa Dhein, Carolyn English, Christine Feuerstahler, Sharon Hagenkord, Alan Marquardt, Luis Ortega, Jill Peters, Christopher Reason, Sharna Sinjakovic, Mehul Soni, Patricia Stengel, Sara Turner

CONSENT AGENDA continued:

The following items were forwarded from the Public Works Committee with a unanimous recommendation:

D. Authorize Payment of HD Supply Invoice in Amount of $5,041.00 For Purchase of Various Materials for Unforeseen Water Main Repairs and 2016 Road Reconstruction Projects with Funds to Be Allocated from Acct. #50-743-530-6730. [Recommended Approval]

E. Recommendation to Contract M&M Tree Service for EAB Ash Tree Treatments at an Approximate Total Cost of $5,776.10 With Funds to Be Allocated from Account #10-553-530-5290. [Recommended Approval]

The following items were forwarded from the General Government and Finance Committee with a unanimous recommendation:

F. Approve Purchase of 18 Security Cameras at a Cost not to Exceed $15,548 School District Facility with Funds to Be Allocated from Recreation Facility Fee Fund [Recommended Approval]

G. **Resolution No. xx-16,** Approving Amendments to the 2016 Budget, Line Item Transfer to Allocate Contingency Funds to Departments to Cover Wage Increase [Recommended Approval]

H. Approve Amendment to Village of Germantown Code of **Ordinances, Section 12.17 Junk/Recycling Dealers** Clarifying Steps Taken for Initial License, Annual Renewals, Inspections Required and Other Language Clarifications [Recommended Renewals]

MOTION (Miller/Kaminski) to approve Consent Agenda Items A-H, roll call vote, carried.

UNFINISHED BUSINESS:

A. In The Matter of the Complaint Against: Maple Road, LLC, Holder of "Class B" Alcohol Beverage Licenses for Buzdum's Pub & Grill, Radomir Buzdum, Agent, Premises at W188 N10515 Maple Road, Germantown, Wisconsin; Hearing Pursuant to Wis. Stat. § 125.12(2) And §§12.02(1) And (12) Of The Municipal Code of the Village of Germantown, Wisconsin

1. Rules of Evidence, Burden of Proof, Impartial Decision-Maker and Other Procedural Matters.
2. Hearing Pursuant to Wis. Stat. §125.12(2)(B)1. Or 2. And 3.

Village Attorney Sajdak stated the attorney representing Maple Road LLC, William Stuart has come to an agreement and will need to have that signed by President Wolter and the Village Clerk. A check will be presented. In conversation with Attorney Stuart, the new trustee for the property is on board with the arrangement as well. Discussion. Check to be presented is for the first payment of $18,488, payable within 3 days of the execution of the agreement with payments for the remaining 50% to be monthly with the balance paid within 6 months. Formal action was taken at the last meeting when agreement terms were stated to the representing Attorney.

B. Action on Buzdum's License (Approval or Non-Renewal) *(for Maple Road, LLC, Radomir Buzdum, Agent, 1027 N. 4th Street, Watertown, WI, 53098, d/b/a* ***Buzdum's Pub & Grill,*** *W188 N10515 Maple Road, Germantown, WI, 53022. (Includes an outdoor patio area and bleacher area until 9:00 p.m.).* The Village Board May Enter Closed Session During the Meeting Pursuant to Wis. Stat. § 19.85(1)(A) To Deliberate Upon Any Proposed and Submitted Stipulated Disposition and/or Upon a Failure to Appear or The Conclusion of a Hearing to Discuss Its Determination, and to Reenter Open Session

UNFINISHED BUSINESS continued:

at The Same Place Thereafter to Act On Such Matters as Discussed Therein as It Deems Appropriate

MOTION (Daniels/Warrant) to approve the license based on the agreement of license in place, carried.

PUBLIC HEARINGS – 7:00 P.M. OR LATER: None

NEW BUSINESS:

A. Peter Ogorek, Perspective Design Inc., Agent for Compass Properties LLC, Property Owner of Lot 2 of CSM#5588, a 4.6-acre Parcel in the Germantown Marketplace II Shopping Center on Mequon Road; Applications to: (1) **Resolution** Amending the Adopted Conditions and Restrictions of the Germantown Marketplace II Planned Development District; and (2) Divide the Parcel with a 2-lot **Certified Survey Map** (CSM)

CDD/Planner Retzlaff presented information on the request – recommended approval of both by Plan Commission. **MOTION (Myers/Hughes) to approve both requests as presented and recommended.** Discussion: Trustee Zabel page 25 on web agenda. #09 written where it shouldn't be. Typographical item to be corrected internally. Page 26 – CDD Retzlaff this is to make it compliant with what is in the resolution - no non-conforming issues. Page 27 – erosion control and retention. Page 36 – Attorney Sajdak: Agreement between each individual property owner says they have no specific purpose. Parking area between buildings – access easement is agreement between owners. Any public event would have to have agreement from all parties. Further discussion of possible landscaping requirements, islands, etc. Trustee Baum would like to see this come forward at the next Plan Commission meeting. **7 in favor, 1 opposed (Zabel), carried.**

B. Robert & Lori Snow, Property Owners of a 29.4-Acre Parcel Located at W148N12301 Pleasant View Drive; 3-Lot **Certified Survey Map** (CSM)

CDD Planner Retzlaff presented background information on request. Minor corrections to CSM that have been completed and easement has been received for final approval by attorney. PC recommendation to approve with 2 conditions. CSM corrections satisfied. Easement waiting for final approval. **MOTION (Hughes/Warren) to approve as recommended, contingent on final approval by Village Attorney, carried.**

C. Development Agreement – Gatewood Place Subdivision

Director of Public Works Ratayczak presented the agreement. Has been recommended for approval by Public Works Committee. Change made was sidewalk in front of parcel. Frontage of Donges Bay Road is where sidewalk is being considered – 500 feet. Will extend sidewalk of intersection to east side of parcel. Committee wanted sidewalk to continue through this parcel with a motion for cost share of $5,000 limited to the developer and that item from Public Works would add to this parcel and be added. **MOTION (Myers/Zabel) to approve as presented. MOTION (Zabel/Hughes) to amend to add words 'Donges Bay Road with amount not to exceed $5,000', amendment carried. Motion as amended carried.**

NEW BUSINESS continued:

D. Development Agreement – Saxony Village:

DPW Director Ratayczak presented background on agreement. Prints to show sidewalk location on Hilbert Lane. Has been reviewed by both parties and was agreed to but minor changes to legal wording by the attorney. As part of development, Engineering Department worked with developer to modify original plan with sanitary sewer and water main. Reason for sewer, discussion with Gehl Foods and increasing production which means increase to flow in our sewer. Added 18" sewer line down to our 30" sanitary sewer. Gehl's has agreed to pay 50% of Village's cost to install sewer line of $484,000. We would be responsible for half of that. Presented options. Plan being designed by Village staff and go out for bid in 1 month. Other item is extending water main approximately 80' to a line that would connect the loop and upsizing that to 12" is no cost to the Village. Third item came at last Public Works (PW) meeting with motion to include 240' of sidewalk on Hilbert Lane. Overview shows sidewalk. It is not contiguous to Saxony Village development. That sidewalk is written into the agreement and something we might want to hear from the developer on publicly. Agreement brought to PW in December 2015 and agreed upon. Now numbers are coming through. Have costs on dealing with contaminated soils. Attorney Sajdak – met with developer and counsel before this meeting regarding some language changes. Some done after PW meeting and addressed all of those concerns, which most changes are technical or typographical in nature. One that is substantive is issue of sidewalk. We deleted some provisions which related to default on the agreement as it relates to pulling of the occupancy permit and penalties. In this case they will not get occupancy until they are done. Other things would typically get bond for. We do have a letter of credit for work and already have all protections in place. Does have a proposed motion to cover that, subject to any further discussion that might take place. Discussion items: Section 1.09 and 1.02, cost of utilities should be borne by developer, where connection is made and number of units on water. Trustee Baum: Already discussed at several other meetings of committees and boards. Change it now? Trustee Kaminski – Tiring for those on Public Works who approved it in principal when water and sewer were laid out. Opportunity now that we have developer and tired of delaying developer and going backwards on this. Trustee Zabel: Comes down to what we have done for everyone else and why are we doing this one different? Discussion. **MOTION (Kaminski/Warren) to approve the proposed development agreement as presented subject to such technical and/or typographical changes necessary upon approval of the Village Attorney and including approval of an agreement with Gehl's Foods to pay at least 50% of the Village's costs relating to the 18" sewer main extension said approval being conditioned upon entering into said agreement with Gehl's.** Developer indicated they would not sign that until we had the Gehl's agreement in place. It will be taken out from within the agreement now because it will be done. Question of not including sidewalk at this time. Not part of direction by Public Works at this time. **MOTION (Zabel/Myers) to amend to eliminate last paragraph of 1.02 water main supply facilities which states 'the water main shall be extended west from the west property line'.** Discussion: Original agreement statement from 2004, 2004 was not this project, that agreement was never executed and the project died when that agreement was not signed. **7 opposed, 1 in favor (Zabel), motion to amend fails. MOTION (Zabel) to amend 12" should be extended east from Castle Drive to the west property line.**

NEW BUSINESS continued:

Motion to amend fails for lack of a second. Discussion: easements for access to their property, nothing that relates to that within the agreement, no condition previously. Requirement would be redundant as it is not a private street. Chapter 18 doesn't apply. Trustee Zabel: 5.05 refers to only garbage and we will include recycling in there as well. Discussion that we would not pick up recycling since it is commercial. 5.05 states developer will be required to contract for this. Discussion of sidewalk: what is cost, disconnected from development sight. Scott Bence on behalf of Heritage Place spoke. Not interested in sidewalk. It is not contiguous to property and has no benefit to development, 800-1,000 feet away. Discussion of how sidewalk got put into agreement. Trustee Zabel – concern for safety having to walk out into street, additional traffic makes it more sensible to add the sidewalk to make it safe. Bence stated agreement is for water and sewer and has already been approved through DNR regulations, not an opportunity to get more things added in. There was a different opportunity when all those items were an option when the Village Board discussed them. Additionally, has same comment on garbage, okay with 11.08 as the code reads. Not okay with manipulating Section 11.03 where recyclables are included. Not going to take recyclables out. Our other projects in the village that are 5 or more units have the owners pay for the garbage, but the village pays for the recyclables. Not willing to give up rights, not here to negotiate. Further discussion on trash and recycling and definition. DNR controls recycling – their definition is 4 units within a building unit or less. Discussion of regulations and ordinances. Possible conflict within ordinance language, interpretation, consideration to take it to Public Works for possible changes. If in developer agreement have to go by agreement. **MOTION (Kaminski/Myers) to amend and take out denial of pickup of recycling and allow recycling to be picked up as it is with other apartment complexes.** Further discussion on garbage and recycling. Attorney Sajdak pointed out statutes now may make us reduce our levy if we make a change to these services. Suggests language has been in the agreement from the beginning, so delete provision and rely on what code says. **MOTION (Kaminski/Myers) to amend her amendment to delete Section 5.05 altogether.** Discussion: Not putting anything in agreement just relying on what code says. Not asking developer to waive any rights he may have and we work on it. Attorney Kelly - That is acceptable to developer, keep in mind equal protection act that everyone should be applied the same to all equally. **7 in favor, 1 opposed (Zabel) to the amendment to the amendment, carried. 7 in favor of amendment, 1 opposed (Zabel), carried. MOTION (Kaminski/Warren) to amend the agreement and remove the sidewalk that was added at the last Public Works meeting.** The reason being this is the sidewalk that doesn't go anywhere and is far away from their property. Discussion of vote and information at Public Works committee. Members Warren and Miller did not realize location of sidewalk compared to building. Traffic is minimal. Discussion of sidewalks in past, PDD requirements. **7 in favor, 2 opposed (Zabel, Hughes), amendment carried.** Discussion of requirement to or not to go out for bid on construction for sewer and water. Attorney Sajdak – not required to be bid beyond what has already been done. **7 in favor, 1 opposed (Zabel), carried.**

NEW BUSINESS continued:

E. Resignation of Trustee Daniels and Selection of Process to Address Vacancy
Attorney Sajdak stated Trustee Daniels will be resigning as of July 31st. Village Board can decide to appoint someone to fill the vacancy for the unexpired term or until a special election will be held. At that time, they would fill that position. Or you can choose not to appoint and just hold that election in April with the regular election. **MOTION (Hughes/Miller) to appoint someone to fill the vacancy until the end of the term for Trustee Daniels' seat. Applications due to the Clerk's office by 4:30 p.m. on August 11th, with interviews of potential applicants to be conducted on August 15th at 5:30 p.m.** Discussion. **5 in favor, 3 opposed (Kaminski, Warren, Zabel), carried.**

F. Purchase of Unication Pager in Lieu of Portable Water Tank
MOTION (Hughes/Myers) to approve as requested, roll call vote, carried.

G. An Ordinance Amending Chapter 5 of the Municipal Code of Germantown Relating to Fire Prevention and Protection Within the Village
Chief Weiss provided information on the requested ordinance amendment. **MOTION (Myers/Warren) to approve as presented, carried.**

ADJOURNMENT

There being no further business, the meeting adjourned at 9:02 p.m.

_____

Barbara K. D. Goeckner MMC/WCPC
Village Clerk

Scott Bence

From: Brian C. Sajdak [brian@wrslegal.net]
Sent: Wednesday, July 20, 2016 11:57 AM
To: Lawrence Ratayczak
Cc: Scott Bence; Daniel Kelly (dkelly@rogahnkelly.com); David Schornack
Subject: Re: Saxony Village Development Agreement
Attachments: DA Saxony Village Development - Final Post Village Board.docx; ATT00001.txt

All:

Attached is the final version of the agreement with the changes discussed. With one exception, I've also made a few typographical and formatting changes that did not change the substance of the agreement. The one exception is this:

After considering my answer to the public bidding question at the Board on Monday, I began to second guess myself. After reviewing the statutes and relevant opinions from the League of Wisconsin Municipalities and discussing the matter with the other attorneys here in the office and with League staff counsel I have revised my opinion. I believe that for the work the Village is reimbursing the cost of, the work must be publicly bid. I've added that language in Paragraph 1.01.

This process shouldn't add significantly more time to the project than it will take to get the Gehl's agreement finalized provided that the process starts quickly. I'll leave it up to Engineering staff and the developer's engineers (and developer) whether it makes sense to bid it as a full project or to bid it just for the portions the Village is paying for. (There may be some economies of scale that pay a role?)

Brian

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: July 5, 2017

AGENDA ITEM: New Business B

ITEM TITLE: Consideration/Action-Starnet Proposal-Well #11 Repairs

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

SUMMARY EXPLANATION:

The Water Utility staff was performing routine maintenance and inspection of the Well controls when a wall mounted PVC pipe fitting failed. The failure allowed water, under pressure, to spray finding its way into the control cabinets housing the PLC, touch screen and control circuits. This happened while the control panel was open and energized. The components were investigated and analyzed by technicians from Starnet Technologies. The determination was made that it is necessary to replace all the components itemized in the attached proposal to ensure the reliability of the Well Station. See the attached Proposal in the amount of $10,944.23 from Starnet Technologies for added detailed information and recommendations. Additional cost is anticipated for installation and programing.

The insurance company for the Village of Germantown has been contacted and is working with the Water Utility staff to file a claim. The Village has a $1,000.00 deductible on our insurance policy, therefore, it is anticipated the maximum cost to the Village Water Utility will be $1,000.00.

Staff brings this item to the Committee to inform Committee as to the situation and the cost to make repairs. Staff is approaching these repairs as emergency in nature and are proceeding accordingly.

ATTACHMENT: ORDINANCE____RESOLUTION_____ OTHER __XX___

Proposal

RECOMMENDATION:

No action is required at this time. Staff brings this forward to inform the PWHC of the situation and the process being followed to replace the damaged equipment and return the Well back into regular service operation.

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.

Starnet TECHNOLOGIES

Phone: (262) 886-0228
Fax: (262) 886-0221
8520 Hollander Drive
PO Box 374
Franksville, WI 53126 – 0374

PROPOSAL

Date: June 20, 2017 PH 6/20/17
To: Attn: Paul
Project Name: Well 11 Control Cabinet Repair
Project Location: Germantown, Wisconsin
Quote: PRK170619-1 v2

SUMMARY

On 6/14/17 there was a pipe break at Well # 11. The water entered the control panel and soaked the PLC, touchscreen, and control circuits while energized. This caused the touchscreen to lose its display, and the PLC to fault on failure of the I/O cards, and the radio to fail. Power was removed from the controls, and fans were used to dry the cabinet. After reenergizing the control cabinet, the touchscreen was found to be inoperable, but the PLC was able to be used. The radio was still failed, and was replaced. After closer inspection of the cabinet, water marks were noted on all surfaces. The PLC was removed, and each card was examined. Signs were present that showed water had contacted the control boards. There were also corrosion marks on some of the surface mount components. Although the PLC is currently functional, the water damage that it has taken compromises its reliability. This reduces the reliability of the Well station.

The existing PLC is a SLC5/05 from Allen Bradley. This model is in the Legacy phase of its life, which means that it will only be supported for a few more years, before it is obsolete. This also causes the prices of the parts to be much higher than that of a current production PLC. Proposal pricing reflects a new CompactLogix controller. Pricing includes a new touchscreen, 24VDC power supply, and Ethernet switch. Field labor will be billed at Starnet's standard Service Technician hourly rate. There is an estimated 8 hours of labor to replace these components, and test their operation. Drawing edits, to reflect the any changes based on the new components, will be billed at Starnet's standard Engineer 1 hourly rate.

This proposal is based upon the information available at the time that it was created. Proposal is subject to changes due to changes in project conditions. Please contact factory for updates to proposal if changes are made to the design which may affect this proposal.

SCOPE OF SUPPLY

MAIN ITEM	SUB ITEM	QTY.	ITEM	DESCRIPTION
1.1	.1	1	2711P-T10C21D8S	10-inch Panel View Plus 7
1.2	1	1	PS5R-VF24	5 amp 24VDC Power Supply
1.3	1	1	105 TX	5 port Ethernet Switch
1.4	1	1	1769-L32E	CompactLogix Controller
	2	1	1769-PA4	PLC power supply
	3	1	1769-ECR	Right end cap
	4	1	1769-OW8I	Digital output card
	5	1	1769-OF4	Analog output card
	6	2	1769-IF8	Analog input card
	7	3	1769-IA16	Digital input card

SPECIFICALLY EXCLUDED ITEMS

- ✘ Sales Tax (Add if applicable)
- ✘ Any Items and Services not listed in the Proposal

QUOTATION

NET Price for hardware..... $10,944.23

Labor Rate for Field Services..... $145.00/hr

Labor Rate for CAD Services..... $165.00/hr

This proposal is subject to the terms and conditions listed on the last two (2) pages. Pricing provided is based on the Scope of Supply as outline within this document.

Peter Kirch
Service Manager
Starnet Technologies, Inc.
(262) 417-4778 [Mobile]
sgrindeland@starnet-wi.net

Steven Grindeland
Division Manager
Starnet Technologies, Inc.
(262) 939-8838 [Mobile]
sgrindeland@starnet-wi.net

Thank you for the opportunity to provide this proposal.
Please sign below and return a copy of this proposal to accept terms and conditions and purchase the listed items and services as described herein. The terms and conditions listed in this document take precedence over all others.

Lawrence Ratayczak — Signature
6/26/2017 — Date
Lawrence Ratayczak — Printed Name
Customer PO Reference Number

TERMS AND CONDITIONS OF THIS PROPOSAL

ITEMS AND SERVICES
This proposal is limited to the items and services that are specifically named and/or described within the "Scope of Supply" herein.

PRICING AND PAYMENT
Pricing is valid for ninety (90) days. Terms are NET 30. Add 1.5% per month for late payment. Pricing is based on the information available at the time of this proposal. Pricing includes items listed in this proposal within the nature outlined in this document. Seller may charge partial payments, progress payments, for item(s) as they are available for delivery even if the customer is not ready to receive the item(s).

TAXES
In Wisconsin we will add tax unless customer has provided a resale or exemption certificate with the purchase order. Purchases made outside of Wisconsin, customer is responsible for paying state use tax directly if applicable.

PURCHASE
Starnet Technologies requires either a signed and returned copy of this proposal or a purchase order which references this proposal. Starnet Technologies is an equipment manufacturer and supplier, not a subcontractor, and as such will not accept a subcontract.

CANCELLATION
Cancellation of purchase is only allowed with sufficient notice as determined by the seller. Seller may charge a percentage of the total sale price for partial completion occurring prior to order cancellation.

RETURNS AND EXCHANGES
Full or partial returns and/or exchanges are subject to the seller's discretion. Additional charges may be added for exchanges if it is evident that the exchange is due to design or specification errors or inadequacies which are outside of the seller's control or influence. Charges for exchanges will be based on the cost(s) for additional time and material as determined by the seller. Additional charges will be added for returns if they are not covered under agreed upon warranties during the warranty period.

FORCE MAJEURE
Seller is not responsible for any damages or losses that are due forces outside of its reasonable control. These include but are not limited to acts of God, improper handling or storage by purchaser, acts of government or government agencies, floods, fires, lightning strikes, etc. Seller will be given adequate time added to project deadlines to provide replacements for items covered under warranty or purchased in addition to original order.

SUBMITTALS
Submittal documents, if required and included in this proposal, (CAD drawings, data sheets, and other required information) should be available in 4 to 8 weeks after receipt of purchase. Up to seven (7) Hard Copies and one (1) Electronic Copy, if required, will be provided upon request after receipt of purchase. Each additional Hard Copy submittal required will be charged at one-hundred dollars ($100.00) per copy. Return of approved submittal and/or signed copy of approved review sheet is treated as notice to begin production. Resubmittal(s), if required, will be provided at no additional charge if originals are returned for edits/additions/replacements. Resubmittal(s), if required, will be charged at one-hundred dollars ($100.00) per copy if originals are not returned.

EQUIPMENT CABLES
If cables are provided as integral to equipment (e.g. Floats, Transducer, Mag. Meter Cables) they will be provided at fifty (50) feet length standard. Each additional foot will be charged as an adder with pricing being dependent on equipment manufacturer's current rate.

DELIVERY
Freight for items included in this proposal is provided for shipment to one location. The location of delivery is presumed to be either the jobsite or the customer's facility. Offloading of equipment upon delivery is not included. Customer or Contractor must provide means for offloading equipment. Some equipment may require a crane or forklift to offload, if a machine is required for offloading it is to be provided and scheduled by the Customer or Contractor.

INSURANCE

Insurance will be provided for equipment stored at our facility and in transport when delivered by a Starnet Technologies provide truck. Starnet provided insurance does not cover equipment once it is in the possession of the Customer or Contractor.

SCHEDULING

A two (2) week notice for scheduling of any site visits is recommended. Starnet technicians who perform start-up and similar duties often have appointments and obligations up to two (2) weeks out. Starnet will try to accommodate with a shorter notice if we have someone available. Scheduling is based on a first come first served basis.

START-UP

If Start-up is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site or phone support is included. A time and material charge will be added for additional site visits if they are due to insufficient facilities or causes outside of the responsibility of Starnet Technologies.

WARRANTIES

A one (1) year warranty is provided standard on Starnet provided equipment. On-site work for warranty covered replacements is not included and will be charged at standard time and material rates as applicable. Warranties may be voided by improper installation, unauthorized modifications, or inadequate storage of provided equipment. Warranty period begins at the time of start-up.

TRAINING

If Training is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site training is included. Additional time required for training will be charged at our standard rates.

OPERATION AND MAINTENANCE MANUALS

Operation and maintenance manuals, if applicable and listed in this proposal, will be available at or after startup of provided equipment. These manuals, if provided, will not be provided until receipt of final payment. Up to four (4) Hard Copies are included in this proposal. Each additional Hard Copy of Operation and Maintenance required will be charged at one-hundred dollars ($100.00) per copy.

CONFIDENTIALITY

This proposal has been provided with the confidence that it will not be shared with or presented in whole or in part to anyone who is a competitor of Starnet Technologies. The information contained in this document is confidential in nature and is strictly intended to be viewed by customers and official representatives of Starnet Technologies and/or specific product lines manufactured by Starnet Technologies (e.g. Arrow products).

AGREEMENT

By signing and returning or providing a purchase order which references this proposal the purchaser acknowledges that they have read, understand, and agree to the terms and conditions of this proposal. If there are any questions or comments in regards to any of the items, services, terms, or conditions of this proposal please contact Starnet Technologies or an official representative as applicable.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: July 5, 2017

AGENDA ITEM: New Business C

ITEM TITLE: Consideration of Invoice – D.F. Tomasini

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to pay the invoice from D F Tomasini Inc. for the repair of the water line failure to the home at N112 W19677 Mequon Rd. This work was authorized under emergency situation because the flared copper corporation had failed and water was entering the basement. The invoice is for labor and materials

D F Tomasini Inc. **Sussex, WI** **$8,876.27**

ORDINANCE_____ RESOLUTION_____ OTHER _____ ATTACHMENT:

RECOMMENDATION:

Staff recommends paying the invoice from D F Tomasini for emergency water lateral repair.

Staff recommends allocating $8,876.27 from the 2017 operating budget Acct #50-742-530-6750

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.

DF TOMASINI, INC.
CONTRACTORS
262/820-8300

N70 W25176 INDIAN GRASS LANE, SUSSEX, WI 53089
FAX 262/820-8400
dft@dftomasini.com

June 28, 2017

Village of Germantown
N122 W17177 Fond du lac Ave.
Germantown, WI 53022

Attn: Paul Haugen

Re: Water Main Break
N112 W19677 Mequon Rd
Germantown, WI
DFT #2007-31

The following is our billing to repair a water main break, per your direction, at the above referenced location.

LABOR & EQUIPMENT:

48.5 Hrs	Labor (6/8/17)	$82.00	$3,977.00
38.0 Hrs	Premium Time	28.00	1,064.00
11.5 Hrs	Mini Excavator	85.00	977.50
2.0 Hrs	Loader	80.00	160.00
3 Hrs	Service Truck	75.00	225.00
11.5 Hrs	OSHA Repair Shield (2)	50.00	575.00
11.5 Hrs	2" Pump and Generator	15.00	172.50
1.0 Day	60 KW Generator	180.00	180.00
11.5 Hrs	3" Pump	10.00	115.00
11.5 Hrs	Pickup Truck W/Misc. Tools	30.00	345.00
2 EA	Equipment Moves	350.00	700.00
	Total Labor & Equipment		**$8,491.00**
MATERIALS			
1 LS	Stone & Sediment Bag	$196.06	$196.06
1 LS	Fuel	125.00	125.00
	Subtotal		$321.06
	Markup on Materials		64.21
	Total Materials		$385.27
	TOTAL AMOUNT DUE		**$8,876.27**

Please let me know if you have any questions regarding the information provided

Sincerely,
D.F. TOMASINI CONTRACTORS, INC.

Kirk Dexheimer
President

KD/kv

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: July 5, 2017

AGENDA ITEM: New Business D

ITEM TITLE: Authorization to Contract-Program New PLC/SCADA-Well #11 Repairs

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

SUMMARY EXPLANATION:

The Water Utility staff was performing routine maintenance and inspection of the Well controls when a wall mounted PVC pipe fitting failed. The failure allowed water, under pressure, to spray finding its way into the control cabinets housing the PLC, touch screen and control circuits. This happened while the control panel was open and energized. The components were investigated and analyzed by technicians from Starnet Technologies. The determination was made that it is necessary to replace all the components itemized in the attached proposal to ensure the reliability of the Well Station. Starnet Technologies will complete the replacement of damaged equipment.

Post installation of the new equipment, the equipment must be programmed to run the pumps with control through the Village Water Utility SCADA system. This includes providing, installing and programing new software. This work is proposed to be completed by Ruekert-Mielke in the estimated amount of $10,140.00.

See the attached Proposal from Ruekert-Mielke for detailed information.

The insurance company for the Village of Germantown has been contacted and is working with the Water Utility staff to file a claim. The Village has a $1,000.00 deductible on our insurance policy, therefore, it is anticipated the maximum cost to the Village Water Utility will be $1,000.00 for the total cost of all equipment, installation and programing.

Staff brings this item to the Committee to inform Committee as to the situation and the cost to make repairs. Staff is approaching these repairs as emergency in nature and are proceeding accordingly.

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER __XX___

Proposal

RECOMMENDATION:

No action is required at this time. Staff brings this forward to inform the PWHC of the situation and the process being followed to replace the damaged equipment and return the Well back into regular service operation.

COMMITTEE ACTION:

Ruekert • Mielke

Your Infrastructure Ally

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

June 21, 2017

Mr. Paul Haugen
Water Utility Superintendent
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Re: New PLC and Panelview Plus Operator Interface Terminal at Well 11

Dear Paul,

Thank you for the opportunity to provide programming services for the new PLC and Panelview Plus Operator Interface Terminal that are proposed to be installed at Well 11.

The scope of Ruekert & Mielke's role in this project will include:

1. PLC programming to convert the existing RSLogix 500 program for Allen Bradley SLC processor into a RSLogix 5000 program for an Allen Bradley Compactlogix processor.

2. Provide on-site installation technical assistance to Starnet Technologies.

3. Wonderware InTouch SCADA software and Master SCADA PLC programming at the Utility office to convert to the new PLC.

4. Panelview Plus Operator Interface Terminal hardware configuration, program conversion for integration with the new Compactlogix processor.

5. Complete system testing and commissioning of the new equipment.

The PLC, Panelview and other hardware will be provided and installed by Starnet Technologies.

The level of effort for Ruekert & Mielke's programming and system commissioning services is estimated at 60 hours. Our standard hourly rate for these programming services is $169.00. Therefore, the estimated labor cost will be $10,140.00

We are prepared to begin work immediately upon your acceptance of this proposal.

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Very truly yours,

RUEKERT & MIELKE, INC.

David C. Beyer
SCADA Systems Analyst
dbeyer@ruekert-mielke.com

DCB:jkc

Enclosure

cc: Patrick T. Wohlers, P.E., Ruekert & Mielke, Inc.
File

Mr. Paul Haugen
Proposal for New PLC and Panelview Plus Operator Interface Terminal at Well 11
June 21, 2017
Page 3

CLIENT NAME:	ENGINEER:
Village of Germantown	Ruekert & Mielke, Inc.
By: _____	By: _____ Stanley R. Sugden, P.E.
Title: _____	Title: President
Date: _____	Date: June 21, 2017
ATTEST:	
By: _____	
Title: _____	
Date: _____	
Designated Representative:	Designated Representative:
Name: Paul Haugen	Name: David C. Beyer
Title: Superintendent	Title: SCADA Systems Analyst
Phone Number: 262-808-7464	Phone Number: (262) 542-5733

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

F. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner as mutually agreed to in writing.

G. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of $2,000,000.

H. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

I. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

J. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph G. "Limit of Liability," of this Agreement.

K. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

L. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

M. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

N. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

O. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: July 5, 2017

AGENDA ITEM: New Business E

ITEM TITLE: Authorization to Contract-Engineering Firm-Well #3 Rehabilitation

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

SUMMARY EXPLANATION:

Well #3 has been in service for approximately 12 years. The customary benchmark of 10 years is common to use for determining the time to investigate and consider pump repair/replacement due to normal wear. Staff has reviewed the process and alternatives to achieve the investigation of the Well. Staff has decided to approach the project in two phases.

Phase #1 is to perform an investigation of the Well's current pumping capacity, perform water sample tests to determine the microbiological activity and for the presence of biofilms. The cost for Phase #1 is $4,900.00 which includes $1,650.00 for laboratory analysis costs. See attached proposal from Foth Infrastructure & Environmental, LLC. Phase #1 is completed without pulling the pump and therefore has no off-line time for the Well.

Phase #2 would be developing specifications based on the laboratory results, bidding documents and bid schedules for pump rehabilitation. The pump rehabilitation phase would be performed during the time of the year when water demands are at the lowest. The estimated cost for phase #2 engineering is $19,800.00.

Currently staff is request approval for phase #1 in the amount of $4,900.00.

Foth Engineering & Environmental, LLC is very knowledgeable in regard to the Village Wells with the current engineer being project engineer when Well #3 was constructed.

Funds are approved in the 2016 & 2017 budget for this work to be completed.

ATTACHMENT: ORDINANCE____RESOLUTION_____ OTHER __XX___

Proposal

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee approve the Village entering into a contract with Foth Engineering & Environmental, LLC in the amount of $4,900.00 with prior approval of contract documents by Village attorney. Base on the contract value being less than $5,000.00 Village Board approval is not required.

COMMITTEE ACTION:

Foth

Lincoln Center II • 2514 South 102nd Street, Suite 278
West Allis, WI 53227
(414) 336-7900 • Fax: (414) 336-7901
www.foth.com

June 16, 2017

Mr. Larry Ratayczak, P. E.
Director of Public Works
Village of Germantown
P. O. Box 337
Germantown, WI 53022-0337

Dear Larry:

RE: Engineering Services Proposal – Well No. 3 Sampling

This is to follow up on our meeting on June 13, 2017, regarding maintenance for Well No. 3. We had also met on February 15, 2017 to discuss this work. The village intends to rehabilitate Well No. 3 and replace the well pump. It is our understanding that in the past, well rehabilitation work has typically consisted of removing the well pump and mechanically agitating the well casing and borehole, followed by introducing a strong chlorine solution into the well. In our opinion, this typical procedure may be ineffective due to the presence of biofilms in the well.

Before doing the rehabilitation, Foth recommends the well be investigated for the extent and type of microbiological activity, and for the presence of biofilms. As we discussed, a well borehole environment is not pristine. Common non-pathogenic soil bacteria are almost always present. Bacteria are usually attached to surfaces of the casing and borehole. They produce a byproduct which is used by the bacteria to adhere to surfaces, entrap nutrients, and act as a protective coating. This byproduct is a biofilm. Biofilms can cause many problems, and their growth is exacerbated by the movement of water toward the well bore. Biofilms can plug and clog the well borehole, thereby reducing its production. Biofilms also act as to protect the microbes from disinfection by chlorination.

Water samples should be collected from Well No. 3 and analyzed to determine the extent and type of microbiological activity, and for the presence of biofilms. The results of the analysis should be used to develop a well rehabilitation procedure. Foth would provide the following services for this sampling effort:

1. Arrange for, collect, and submit representative water samples from Well No. 3 to a laboratory for analysis. Samples would be collected at predetermined times after starting the pump to obtain water from desired regions of the well and well pump.

2. Based on the results of the water sample analyses, recommend a rehabilitation procedure for the well.

3. As we also discussed at the meeting, it would be beneficial to review past records of pumping production rates, along with corresponding static and dynamic water levels. The purpose of this is to determine how the production of the well has changed over time. This review would be helpful in developing a rehabilitation procedure for the well. Foth would review these records and provide an interpretation of the results.

4. Provide a brief letter report with the water sampling results, results of well data analysis, interpretations of results, and recommendations for well rehabilitation.

Our fee for the above services is a lump sum of $ 4,900. This amount includes $1,650 for laboratory analysis costs. We would proceed immediately upon your authorization.

Please find attached our standard agreement for engineering service for this work. If acceptable please have the appropriate village officials sign where indicated and return to this office. We look forward assisting the village on this project. Please contact me with questions.

Sincerely,

Foth Infrastructure & Environment, LLC

Gregory E. Bolin

Gregory E. Bolin, P. E.
Senior Project Manager/WI Water Supply Manager

Cc: Tom Ludwig, P. E.
Andy Schultz, P. E.

AGREEMENT FOR PROFESSIONAL SERVICES

(BETWEEN OWNER AND ENGINEER)

THIS IS AN AGREEMENT made as of June 16, 2017, between the Village of Germantown, Wisconsin, herein referred to as "OWNER" and Foth Infrastructure & Environment, LLC, a Wisconsin corporation with its principal place of business in Green Bay , Wisconsin, herein referred to as "ENGINEER."

WHEREAS the OWNER intends to collect and analyze water samples from Well No. 3, herein referred to as "PROJECT," and

WHEREAS the ENGINEER has the necessary personnel and facilities to provide the professional services described and,

WHEREAS the ENGINEER desires to contract with the OWNER for the purpose of rendering professional services for the PROJECT.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, subject to the terms and conditions set forth below, and/or attached hereof, the OWNER and the ENGINEER do hereby covenant and agree as follows:

PART I - SERVICES

1. Arrange for, collect, and submit representative water samples from Well No. 3 to a laboratory for analysis. Samples would be collected at predetermined times after starting the pump to obtain water from desired regions of the well and well pump.

2. Based on the results of the water sample analyses, recommend a rehabilitation procedure for the well.

3. Review past records of pumping production rates, along with corresponding static and dynamic water levels. The purpose of this is to determine how the production of the well has changed over time. This review would be helpful in developing a rehabilitation procedure for the well. Foth would review these records and provide an interpretation of the results.

4. Provide a brief letter report with the water sampling results, results of well data analysis, interpretations of results, and recommendations for well rehabilitation.

PART II - COMPENSATION

For the above services, a lump sum of $ 4,900. This amount includes $1,650 in laboratory analyses costs.

Payments are due and payable thirty days from the date of the ENGINEER's invoice. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of one percent per month from invoice date.

PART III - CONDITIONS

Subject to the attached Standard Conditions of Agreement (Form RSK001, Rev. 10/97).

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

FOR ENGINEER:

Foth Infrastructure & Environment, LLC

By: Gregory E. Bolin

Name (Please print): Gregory Bolin, P. E.

Title: Senior Project Mgr./WI Water Supply Mgr.

FOR OWNER:

Village of Germantown, Wisconsin

By: _____

Name (Please print): _____

Title: _____

By: _____

Name (Please print): _____

Title: _____

STANDARD CONDITIONS OF AGREEMENT

SECTION 1 DESCRIPTION OF SERVICES

1.1 General

1.1.1 ENGINEER agrees to provide professional services for the PROJECT as more completely described in this Agreement.

1.1.2 ENGINEER agrees to provide professional services within a reasonable period of time following the date of authorization to proceed by OWNER.

1.2 Pertaining To The ENGINEER'S Services

1.2.1 ENGINEER agrees to perform services in a thorough and professional manner and to hold OWNER harmless from any liens for materials and labor furnished by ENGINEER in connection with his work.

1.2.2 ENGINEER agrees to maintain insurance for public liability, property damage, workmans compensation, and errors and omissions for services performed by ENGINEER on PROJECT. The foregoing insurance shall cover ENGINEER only.

1.2.3 ENGINEER intends to render his services under this Agreement according to generally accepted professional practices for the intended use of the PROJECT and makes no warranty either express or implied.

1.2.4 ENGINEER reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement.

1.2.5 All documents including, but not limited to, drawings, specifications, electronic media, or other media furnished by ENGINEER pursuant to this Agreement, are the instruments of his services in respect to the PROJECT. The ENGINEER grants to the OWNER a nonexclusive license for OWNER'S use of the documents on the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any reuse without the specific written verification or adaptation by ENGINEER will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER from all claims, damages, losses and expenses, including attorney fees, arising out of or resulting therefrom. Any such verification, adaptation or reuse will entitle ENGINEER to further compensation to be agreed on by OWNER and ENGINEER.

1.2.6 Whenever the OWNER elects to enter into any contract or agreement with any person or entity other than ENGINEER for the performance of services on the PROJECT, ENGINEER will not be responsible for the acts or omissions of said persons or entity at the site or otherwise performing such services. This includes those parties for whom the ENGINEER is providing coordination. Neither the ENGINEER'S authority to act under this Agreement nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to the above, or any of their agents or employees or any other person performing any services for the OWNER.

1.2.7 ENGINEER has not been retained or compensated to provide design and construction review services relating to safety precautions or to means, methods, techniques, sequences, or procedures, all as may be required for any person or entity other than the ENGINEER to perform their work. ENGINEER in no way undertakes to be responsible for any personal injury or property damage occurring to any person or entity arising out of the construction or subsequent operation of this PROJECT by an person or entity unless same shall be found to be the result of a design error. In spite of this if any claims shall be brought against ENGINEER of that nature, OWNER agrees to defend, indemnify and hold harmless ENGINEER from all claims, damages and expenses including attorney fees arising out of such claim, which claim, damages and expenses are the result or attributable to the acts or omissions in whole or in part of any person or entity other than ENGINEER.

1.2.8 Original documents, notes, and the like, except those furnished to ENGINEER by OWNER, represent the ENGINEER'S cumulative knowledge and are, and shall remain, the property of ENGINEER and shall not constitute the work product of this Agreement.

1.2.9 It is hereby acknowledged that the ENGINEER has procured a professional liability insurance policy to protect it from certain claims, as more fully described therein.

OWNER shall indemnify ENGINEER against and hold ENGINEER harmless from all claims, damages and expenses, including attorney's fees arising out of or resulting from any claim not covered by ENGINEER's professional liability insurance policy, including such claims, damages and expenses which arise out of the acts or omissions of ENGINEER.

OWNER shall also indemnify ENGINEER against and hold ENGINEER harmless from all claims, damages and expenses, including attorney's fees which are beyond the liability limits of ENGINEER's professional liability insurance policy, including such claims, damages and expenses which arise out of the act or omissions of ENGINEER.

Notwithstanding the above, ENGINEER and OWNER hereby acknowledge that ENGINEER's professional liability insurance policy does not, nor does any other insurance policy reasonably obtainable by ENGINEER, protect ENGINEER from any claims, damages and expenses, including attorney's fees, arising out of or resulting from the ENGINEER's acts or omissions relating to the investigation, deduction, abatement, materials or processes containing asbestos. Accordingly, OWNER agrees not to bring any claim whatsoever against ENGINEER, its principals, employees, agents and consultants if such work in any way involves the ENGINEER's services for the investigation of or remedial work related to asbestos in the PROJECT. OWNER shall indemnify ENGINEER against and hold ENGINEER harmless from all claims, damages and expenses, including attorney's fees, arising out of or resulting from such acts or omissions.

1.3 Pertaining To The Owner

1.3.1 OWNER shall provide at OWNER's expenses and in such a manner that ENGINEER may rely upon them in the performance of his services under this Agreement, all criteria, design, and construction standards including full information as to OWNER's requirements for the PROJECT.

1.3.2 Designate a person authorized to act as OWNER's representative, who shall receive and examine documents submitted by ENGINEER and shall be empowered to interpret and define OWNER's policies and render written decisions and authorizations promptly to prevent unreasonable delay in the progress of ENGINEER's services.

1.3.3 Guarantee full and free access for ENGINEER to enter upon property required for the performance of ENGINEER's services under this Agreement.

1.3.4 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect ENGINEER's performance of services under this Agreement.

SECTION 2 COMPENSATION FOR SERVICES

2.1 General

2.1.1 OWNER shall compensate ENGINEER for services rendered under this Agreement. The method of compensation for said services shall be as set forth in this Agreement.

2.1.2 Payments for Services are due when invoiced based on actual engineering services furnished

2.1.3 Where OWNER disputes some portion of the charges contained in ENGINEER'S bill for services, he shall make payment of that portion of the bill which is undisputed and shall notify ENGINEER in writing of the reason for his dispute. In no case may OWNER elect to withhold payment to ENGINEER of the entire amount due. This would constitute a failure to make payment.

2.1.4 If OWNER fails to make any payment due ENGINEER for services and expenses after receipt of ENGINEER'S bill therefore, the amounts due ENGINEER shall bear interest from invoice date at the rate set forth in this agreement. In addition ENGINEER may, after giving ten days written notice to OWNER, suspend services under this agreement until paid in full all amounts due under this agreement. In the event OWNER does not pay, or does not pay timely, ENGINEER shall be entitled to collect from OWNER all amounts due plus expenses, including but not limited to attorney fees, incurred by the ENGINEER in connection with collection efforts, in addition, the reasonable value of ENGINEER'S time spent in connection with collection efforts, computed at the ENGINEER'S prevailing fee schedule.

SECTION 3 GENERAL PROVISIONS

3.1 General

3.1.1 This Agreement is the result of final negotiations between OWNER and ENGINEER and represents the entire and integrated agreement between OWNER and ENGINEER for the PROJECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

3.1.2 Neither party shall hold the other responsible for damages or delay in performance by acts of God, strikes, accidents, or other events beyond the reasonable control of the other or the other's agents. However, when these delays require additional work to be performed by ENGINEER, ENGINEER shall be entitled to additional compensation at the prevailing rates or as otherwise agreed to between OWNER and ENGINEER.

3.1.3 This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. OWNER may terminate this Agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and ENGINEER is given not less than ten calendar days written notice and an opportunity for consultation before termination. If OWNER terminates as a result of ENGINEER'S default, any payment due ENGINEER at the time of termination may be adjusted to the extent of any additional cost the OWNER incurs due to ENGINEER'S default. If ENGINEER terminates as a result of OWNER default or the OWNER terminates for cause, ENGINEER shall be paid for services performed to the termination date including reimbursable expenses due plus termination expenses. Termination expenses are defined as expenses directly attributable to termination, plus 15% of the total compensation anticipated for the project to account for engineering rescheduling, adjustment, reassignment of personnel, and related indirect costs incurred due to termination. Upon receipt of the terminating action, ENGINEER shall promptly discontinue services unless the notice directs otherwise, and upon receipt of final compensation make available to OWNER all appropriate documents prepared under the Agreement whether completed or in process.

3.1.4 All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association subject to the condition that the amount sought by the party initiating arbitration shall be less than $25,000. The mechanics of initiating arbitration, picking arbitrators and setting up the hearing shall be conducted in accordance with the rules of the American Arbitration Association.

This arbitration provision shall not apply to claims where the presence of a party, who is not subject to this Agreement, would be necessary to a full and complete determination of the controversy, and in this respect, reference shall be made to the provisions of Section 803.03 of the Wisconsin Statutes and the cases decided thereunder.

No demand for arbitration shall be valid if made after the institution of civil suit or after the matter in question would be barred by the applicable Statute of Limitations.

3.1.5 The parties to this agreement, each acknowledging that he has a constitutional and statutory right to trial by jury, hereby waive this right in any action or proceeding of any kind or nature in any court to which they may both be parties arising out of this Agreement or the transaction associated with this Agreement regardless of the nature of the causes of action alleged.

3.1.6 This Agreement shall be governed by the law of the principal place of business of ENGINEER.

3.1.7 In the event any provisions of this Agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: July 5, 2017

AGENDA ITEM: New Business F

ITEM TITLE: Discussion/Recommendation-WDOT Land Purchase-Mequon Rd @ Water Tower #3

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

SUMMARY EXPLANATION:

The Village of Germantown received documents from the Wisconsin Department of Transportation regarding the appraisal and Agreement for purchase and Sale of Real Estate.

The purchase of land has been determined to be necessary for the proposed reconstruction of the intersection of Country Aire Drive and Mequon Road. The project is schedule for the 2018 construction season. The land is a 10' wide by 217.80' long and is located at the north end of the parcel that Water Tower #3 and Well #11 is located. See attached map.

WIDOT made an original total offer of $5,700.00. In evaluating the offer staff felt the offer was fair. With recommendation from the Village attorney and giving consideration to the cost of the Village obtaining our own appraisal the Village engineer contacted the representative at WIDOT and negotiated a revised offer of $7,100.00. Staff feels that this offer is an acceptable value for this parcel.

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER __XX___

Summary of Values from Appraisal Report
Map showing land areas

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee forward to the Village Board with a positive recommendation to accept the Offer in the amount of $7,100.00 from the Wisconsin Department of Transportation to purchase land located at Well #11 & Water Tower #3 as depicted on the attached map and outline above.

COMMITTEE ACTION:

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

Scott Walker, Governor
Dave Ross, Secretary
Internet: www.dot.wisconsin.gov

Telephone: 262-548-5903
Facsimile (FAX): 262-548-5424
E-mail: ser.dtsd@dot.wi.gov

May 11, 2017

CERTIFIED MAIL

VILLAGE OF GERMANTOWN
N112 W17177 FOND DU LAC AVE.
GERMANTOWN, WI 53022
Attn: John Laning

Reference: Project ID: 1380-00-20, Parcel No. 17
MEQUON ROAD, VILLAGE OF GERMANTOWN
STH - 167, Washington County

In compliance with Wisconsin statutes and federal regulations, you are receiving this letter, along with the enclosed appraisal report, to initiate negotiations for the acquisition of your property and/or property interests needed for the above referenced highway project. In addition, I have enclosed the following documents:

- Agreement for Purchase and Sale of Real Estate
- Appraisal Guidelines and Agreement
- Internal Revenue Service Form W-9
- Legal description of the land and/or interest(s) needed for the project
- Names of neighboring landowners affected by the project
- Transportation Project Plat

The Wisconsin Department of Transportation's (WisDOT) determination of compensation, based on the fair market value of the property, is as follows:

Allocation	Description	Size	Unit	Per Unit	Value ($)
Land		0.053	Acres	$96,226.42	$5,100.00
Temporary Limited Easement (TLE)		0.009	Acres	$11,111.11	$100.00
Site Improvements	Landscape - One tree				$500.00

Total Allocation ~~$5,700.00~~ # 7,100.00

If you agree with the values determined in the appraisal report and wish to enter into an agreement with WisDOT, sign the enclosed Agreement for Purchase and Sale of Real Estate and return it in a timely manner in the enclosed self-addressed, postage-paid envelope to WisDOT for final review and approval.

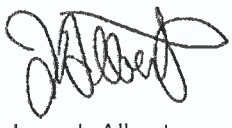
Once WisDOT is satisfied that the negotiations are complete, a fully executed (signed) copy of the agreement will be sent to you, and I will contact you to arrange for payment and closing. Please note that your execution of the Agreement for Purchase and Sale of Real Estate alone is not sufficient to result in an enforceable contract for the purchase of the needed property.

If you are not satisfied with the above-stated conclusions of value for your property, you are eligible to obtain an additional appraisal from a qualified appraiser of your choice. If you elect to have an appraisal report prepared, you must take certain steps to qualify for reimbursement. Your eligibility for appraisal cost reimbursement will expire 60 days from your receipt of WisDOT's appraisal, which is estimated to be on July 14, 2017. See the

enclosed Appraisal Guidelines and Agreement document for further explanation. If your appraisal report is submitted after the 60-day statutory date, the department will consider it for negotiation purposes; however, it will not be eligible for reimbursement.

WisDOT wants you to be satisfied that your property and your rights have been fully considered. We will provide any additional information you request, if available, or further discuss any concerns you may have. If you have any questions, you may contact me at 262-521-4414.

Sincerely,



Joseph Albert
Real Estate Specialist

Enclosures

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
RE1895 02/2017

THIS AGREEMENT, made and entered into by and between Village of Germantown, hereinafter called Seller, and the State of Wisconsin, Department of Transportation, hereinafter called WisDOT. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and WisDOT agree that WisDOT is purchasing this property for highway or other transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to WisDOT that Seller has no notice or knowledge of any of the following:

1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property, other than the planned transportation facility for which WisDOT is purchasing this property;

2) Government agency or court order requiring repair, alteration, or correction of any existing condition;

3) Shoreland or special land use regulations affecting the property; and,

4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and WisDOT agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Washington County, Wisconsin:

Legal description is attached hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of ~~Five~~ SEVEN Thousand ~~Seven~~ ONE Hundred and 0/100 Dollars, ~~($5,700.00)~~ ($7,100.00) payable in full by check at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and , provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to WisDOT on the date of closing.

Physical occupancy of property shall be given to WisDOT on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between WisDOT and Seller.

SPECIAL CONDITIONS:

This agreement is binding upon acceptance by WisDOT as evidenced by the signature of an authorized representative of WisDOT. If this agreement is not accepted by WisDOT within 30 days after Seller's signature, this agreement shall be null and void.

This transaction is to be closed at the office of TBD on or before TBD or at such other time and place as may be agreed to in writing by the Seller and WisDOT.

No representations other than those expressed here, either oral or written, are part of this sale.

Seller and WisDOT agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

The warranties, covenants and representations made herein survive the closing and the conveyance of this property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

Seller Signature Date

Village of Germantown
Print Name

Seller Signature Date

Print Name

Seller Signature Date

Print Name

Seller Signature Date

Print Name

The above agreement is accepted.

Signature Date

Print Name

Title

Must be signed by administrator or an authorized representative of WisDOT.

LEGAL DESCRIPTION

Parcel 17 of Transportation Project Plat 1380-00-20 - 4.04, recorded as Document 1423937, in the Washington County Office of the Register of Deeds, Washington County, Wisconsin.

Property interests and rights of said Parcel 17 consist of:

Fee Simple

Temporary Limited Easement

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

PORTATION PROJECT PLAT NO: 1380-00-20 - 4.04

RT OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, THE NORTHWEST 1/4 OF THE ST 1/4 OF SECTION 25, AND PART OF LOT 24 CSM 6318 AND PART OF LOT 1 OF CSM 6554 IN UDING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, ALL IN TOWNSHIP 9 ANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

N ORDER STH 167 WASHINGTON COUNTY

ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND RIGHTS IN LANDS FOR THE ABOVE PROJECT.

E CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 84.02 (3), 84.09, AND 84.30, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION THAT:
N OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED ME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

DOCUMENT#: 1423937
Date:02-03-2017 Time:08:31 AM Pages: 1
Fee:$25.00 County:WASHINGTON State:WI

SHARON A MARTIN, REGISTER OF DEEDS
"The above recording information verifies this document has been electronically recorded and returned to WiDotSeRegionWaukesha"

RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 1380-00-20 4.04
AMENDMENT NO:

4

SCHEDULE OF LANDS AND INTERESTS REQUIRED

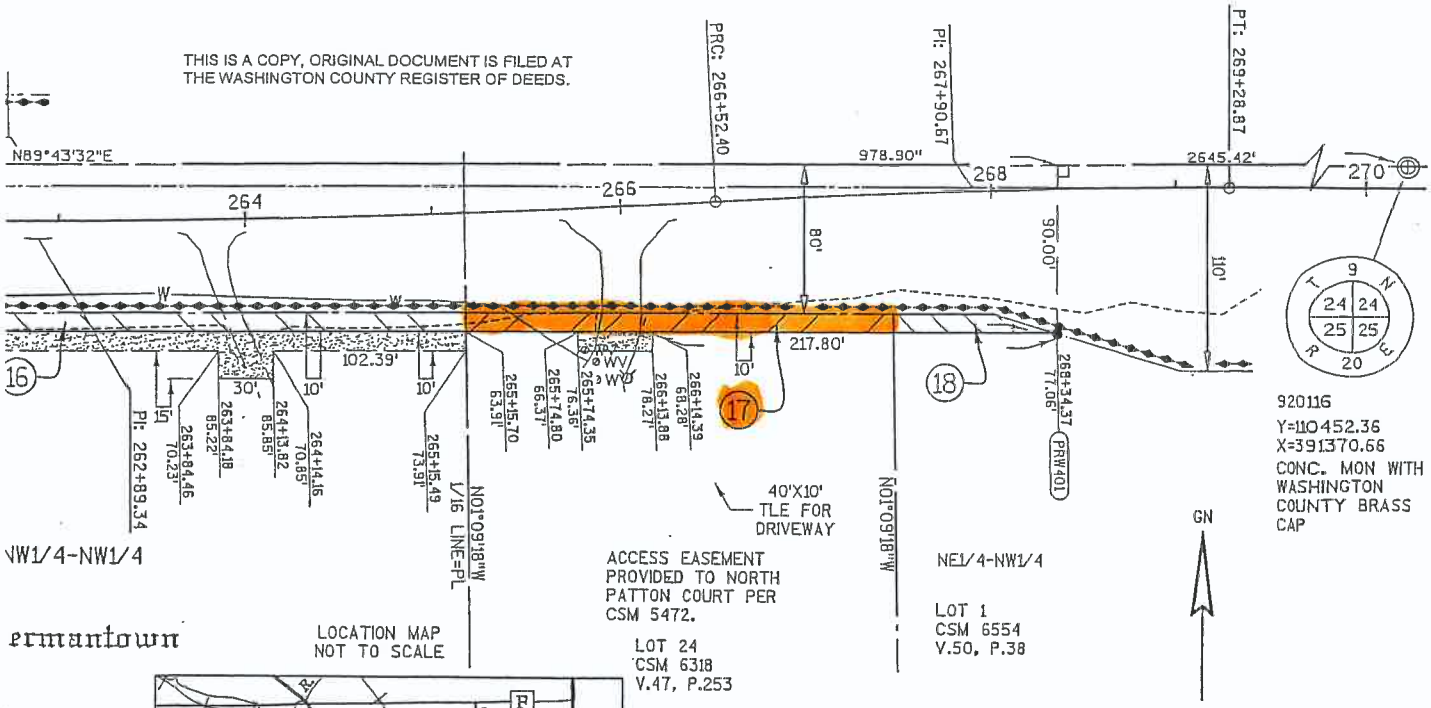
OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY, AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTEREST TO THE DEPARTMENT.

PARCEL NUMBER	OWNER	INTEREST REQUIRED	R/W REQUIRED ACRES NEW	R/W REQUIRED ACRES EXISTING	R/W REQUIRED ACRES TOTAL	T.L.E. TEMP. ACRES	P.L.E. PERM. ACRES
13	JEREMY BOEHLKE	TLE				0.096	
14	JACK T. & GERALYN F. BERNSTEIN	TLE				0.008	
15	RITA Z. SCHULTEIS	FEE,TLE	0.062		0.062	0.027	
16	BRIAN E. & MARY CATHERINE A. MELKA	FEE,TLE	0.098		0.098	0.109	
17	VILLAGE OF GERMANTOWN	FEE,TLE	0.053		0.053	0.009	
18	AIRGAS SAFETY INC.	FEE	0.016		0.016		
UTILITY NUMBER							
50	WE ENERGIES ELECTRIC	ROR					

rm
/1/4-SW1/4

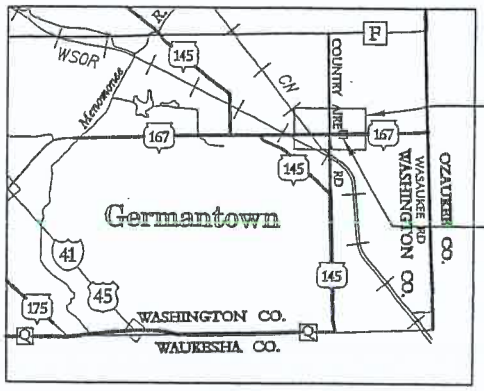
DOC. 444697, V.772, P.71
PCL. 14
DOC. 552132, V.1051, P.87
PCL. 14
NO RECORDED EASEMENT
PCL. 15

THIS IS A COPY, ORIGINAL DOCUMENT IS FILED AT THE WASHINGTON COUNTY REGISTER OF DEEDS.



ermantown

LOCATION MAP
NOT TO SCALE



R-20-E

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STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION

I, WALTER C. ZENDEK PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE DEPARTMENT OF TRANSPORTATION, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAT AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

WISCONSIN WALTER C. ZENDEK S-2965 LISBON WIS. LAND SURVEYOR

SIGNATURE: Walter C. Zendek DATE: 1/24/17
PRINT NAME: WALTER C. ZENDEK
REGISTRATION NUMBER: S-2965

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION SOUTHEAST REGION
SIGNATURE: Robert L. Duffeck DATE: 1/24/17
PRINT NAME: ROBERT L. DUFFECK

017 12:06 PM PLOT BY : ZENDEK, WALTER C PLOT NAME : PLOT SCALE : **********

CONST. I.D. 1380-00-70 1380-00-20 4.04

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE: July 5, 2017

AGENDA ITEM: New Business G

ITEM TITLE: Update/Draft- Revisions of Municipal Ordinance 11.08 & 11.081 Trash & Recyclable

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

SUMMARY EXPLANATION:

The Village Ordinance regarding Trash and Recyclable collection has not been updated to account for the semi-automated collection of trash and recyclables. The attached revised Ordinance captures the requirements of residents to properly utilize the semi-automated collection process and to meet the requirements for properly meeting the regulations for collection of recyclables.

While the Department of Public Works recognizes that the past process of identifying the correct locations to collect trash and recyclables may be different from what is currently being outlined staff recommends the revised Ordinance finalized without consideration as to the current locations which trash and recyclables are collected. Then upon having a final draft Ordinance but prior to enacting said Ordinance the Public Works and Highway Committee review what effects the revised Ordinance will have in regard to changes of locations having trash and recyclables collected.

Staff would like to take suggested changes from tonight's meeting to write a final draft.

ATTACHMENT: ORDINANCE__XX___RESOLUTION_____ OTHER _____

Revised Ordinance (two formats)

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee have staff return to a future PWHC meeting outlining the effects the newly drafted Ordinance will have regarding current collection practices. At the completion of all reviews staff recommends first taking revised ordinance to the Village Board.

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

DRAFT

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

(1) SERVICE PROVIDED. Garbage, refuse and recyclable collection service shall be under the rules and schedules determined by the Director of Public Works.

(2) USERS SERVED. Garbage and recycling collection service shall be provided by the Village, only to single-family and two-family and to multi-family dwellings containing four or fewer dwelling units. Except for users enumerated in subsection (2) below.

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

(a) Nonresidential Facilities and Properties.

(b) Multifamily residential developments. For purposes of this section, multifamily residential development means a discrete, unified building project, in which one or more residential buildings are constructed. Collection services for garbage and recycling will be determined by a Developers Agreement or PDD/PUD agreement.

(c) "Multiple-Family dwellings"

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

(4) CONTAINER REGULATIONS.

(a) All garbage shall be placed in approved trash carts supplied by the Village contracted collection company. The carts are owned and maintained by the collection company. All weekly trash must fit into the trash cart to be collected, trash placed on the ground will not be collected.

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

(5) ITEMS NOT TO BE PICKED UP.

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

(b) Construction debris.

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

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

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

(f) Lawn clippings or garden waste.

(g) Household appliances.

(h) Leaves.

(i) Tires.

(j) Hazardous or toxic waste material.

(j) Batteries of any type.

(k) Paint including, but not limited to, liquid latex solvent and oil based paint. (Dried latex paint is acceptable)

(l) Single use propane cylinders

(m) Computer equipment, TV's, Monitors and Printers

11.081 – DEFINITIONS. (Rep. & Recr. Ord. #08-08)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) EFFECTIVE DATE. The provisions of this section shall take effect on _____, 2017

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

(a) Lead acid batteries.

(b) Major appliances.

(c) Waste oil.

(d) Yard waste.

(e) Aluminum containers.

(f) Bi-metal containers.

(g) Corrugated paper or other container board.

(h) Clean foam polystyrene packaging.

(i) Glass containers.

(j) Magazines.

(k) Newspaper.

(l) Office paper.

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

(n) Steel containers.

(o) Waste tires.

(10) SEPARATION REQUIREMENTS EXEMPTED. The separation requirements of subsection (9) above do not apply to the following:

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

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

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

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

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

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

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

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

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

(13) COLLECTION OF RECYCLABLE MATERIALS. Except as otherwise directed by the Director of Public Works, occupants of single-family and 2 family residences and 3-unit, 4-unit multi-family units shall place the separated materials specified in subsection (9) (e) through (o) above into the cart supplied for recyclables.

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

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

(a) Owners or designated agents of multiple-family dwellings and condominiums (5 plus contiguous units) shall do all of the following to recycle the materials specified in subsection (9) (e) through (o) above:

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

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

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

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

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

1. The post-consumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in subsection (9) (e) through (o) above from solid waste in as pure a form as is technically feasible.

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

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

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

(a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in subsection (9) (e) through (o) above:

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

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

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

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

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

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

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

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

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

(16) PROHIBITIONS ON DISPOSAL OF RECYCLABLE MATERIALS SEPARATED FOR RECYCLING. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the material specified in subsection (9) (e) through (o) above which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

(17) ENFORCEMENT.

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

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

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

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

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

All recyclable materials placed for pickup, as provided in section 11.081(9) (a) through(o) of this chapter, shall be deemed for purposes of this ordinance, the property of the Village and no person shall disturb or remove such materials.

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

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

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

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

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

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

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

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

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

11.11 - PENALTY.

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

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

(1) SERVICE PROVIDED. Garbage, refuse and recyclable collection service shall be under the rules and schedules determined by the Director of Public Works.

(2) USERS SERVED. Garbage and recycling collection service shall be provided ~~to~~ by the Village ~~residents,~~ only to single-family and two-family and to multi-family dwellings containing four or fewer dwelling units. Except for users enumerated in subsection (2) below.

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

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

(b) ~~Commercial users.~~

(cb) Multifamily residential developments. ~~consisting of 5 or more dwellings, as to garbage only.~~ For purposes of this section, multifamily residential development means a discrete, unified building project, in which one or more residential buildings are constructed. Collection services for garbage and recycling will be determined by a Developers Agreement or PDD/PUD agreement.

(bc) "Multiple-Family dwellings"

(d) ~~Schools~~

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

(4) CONTAINER REGULATIONS.

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

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

(5) ITEMS NOT TO BE PICKED UP.

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

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

(c) Construction debris.

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

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

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

(g) Lawn clippings or garden waste.

(h) Household appliances.

(i) Leaves.

(j) Tires.

(k) Hazardous or toxic waste material.

(J) Batteries of any type.

(K) Paint including, but not limited to, liquid latex solvent and oil based paint. (Dried latex paint is acceptable)

(L) Single use propane cylinders

(M) Computer equipment, TV's, Monitors and Printers

11.081 – DEFINITIONS. (Rep. & Recr. Ord. #08-08)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0812 - RECYCLING REGULATIONS. (Rep. & Recr. Ord. #08-08)

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

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

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

(4) INTERPRETATION. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power

granted by the Wisconsin Statutes. Where any terms or requirements of this section may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this section is required by the Wisconsin Statutes or by a standard in Wis. Adm. Code NR 544 and where a provision of this section is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and Wis. Adm. Code NR 544 standards in effect on the date of the adoption of this section or in effect on the date of the most recent text amendment to this section.

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

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

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

(8) EFFECTIVE DATE. The provisions of this section shall take effect on ~~June 1, 2008~~ _____, 2017

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

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

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

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

~~1. Is designed for serving food or beverages; or~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(~~10~~9) SEPARATION OF RECYCLABLE MATERIALS. Occupants of single-family and 2-unit, 3-unit and 4-unit residences, multiple-family dwellings and nonresidential facilities and properties shall separate the following materials from post-consumer waste:

(a) Lead acid batteries.

(b) Major appliances.

(c) Waste oil.

(d) Yard waste.

(e) Aluminum containers.

(f) Bi-metal containers.

(g) Corrugated paper or other container board.

(h) Clean foam polystyrene packaging.

(i) Glass containers.

(j) Magazines.

(k) Newspaper.

(l) Office paper.

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

(n) Steel containers.

(o) Waste tires.

(~~11~~ 10) SEPARATION REQUIREMENTS EXEMPTED. The separation requirements of subsection (~~10~~9) above do not apply to the following:

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

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

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

(12~~1~~) CARE OF SEPARATED RECYCLABLE MATERIALS. To the greatest extent practicable, the recyclable materials separated in accordance with subsection (10) above shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain and other inclement weather conditions which may reasonably be anticipated to reduce the marketability of the recyclable materials.

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

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

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

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

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

(14~~3~~) ~~PREPARATION AND~~ COLLECTION OF RECYCLABLE MATERIALS. ~~Except as otherwise~~ directed by the Director of Public Works, occupants of single-family and 2-~~unit~~family residences and 3-unit, ~~and~~ 4-unit ~~residences~~ multi-family units shall ~~do the following for the preparation and collection of~~ place the separated materials specified in subsection (~~10~~9)(e) through (o) above into the cart supplied for recyclables.

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

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

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

(d) ~~Reserved.~~

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

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

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

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

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

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

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

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

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

(1~~5~~4) RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF MULTIPLE-FAMILY DWELLINGS & CONDOMINIMUMS HAVING 5 OR GREATER CONTIGUOUS UNITS:

(a) Owners or designated agents of multiple-family dwellings and condominiums (5 plus contiguous units) shall do all of the following to recycle the materials specified in subsection (~~10~~9)(e) through (o) above:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(187) ENFORCEMENT.

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

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

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

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

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

11.0823 - SCAVENGING OF RECYCLABLES PROHIBITED. (Rep. & Recr. Ord. #08-08)

All recyclable materials placed for pickup, as provided in section 11.081(~~10~~9)(a) through(o) of this chapter, shall be deemed for purposes of this ordinance, the property of the Village and no person shall disturb or remove such materials.

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

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

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

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

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

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

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

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

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

11.11 - PENALTY.

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