

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

July 5, 2017
Village Hall Board Room

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

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

PREVIOUS MINUTES: MOTION made by Zabel, seconded by Warren to approve the minutes of June 12, 2017.

Motion carried unanimously.

PUBLIC COMMENT: None

DISCUSSION/RECOMMENDATION – JBJ INVOICE FOR ENGINEERING SERVICES: JBJ Companies submitted an itemized invoice in the amount of \$33,356.40 for engineering services completed for the design of sanitary sewer within the Saxony Village development that also included the design of the sanitary sewer to accommodate the Village sanitary sewer flow from a portion Main Street. During this time Gehl Foods was discussing the addition of production lines which 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 increase therefore staff approached JBJ Companies to review the sewer design to determine if there was an alignment that would allow the sanitary sewer on Main Street from Park Avenue east to the R.R. tracks to be brought into the Saxony Village property and outfall into the existing 30" interceptor sewer. JBJ Companies provided a design for the Main Street sanitary sewer to proceed through the Saxony development. JBJ Companies and Village staff worked out a cost share for the segment of pipe. Staff negotiated an agreement with Gehl's to cost share a portion of the sanitary sewer relay on Main Street. At the end of the approval process for the development, the developer's agreement was revised to reflect the requirement to publicly bid the shared portion of sanitary sewer and for JBJ Companies to enter into an agreement with Gehl's. JBJ Companies and Gehl's never finalized an agreement as to the payment for the installation of the sanitary sewer. Due to the delay in reaching an agreement, Village staff completed a design to relay the existing sanitary sewer on Main Street. Feeling the construction market would be favorable for the relay project, the Village decided to proceed with the relay on Main Street and therefore the sanitary sewer design within Saxony Village was no longer required. JBJ Companies then decided to utilize the original sanitary sewer design in Saxony Village. Email correspondence between the Village Attorney and JBJ Companies was provided to the Committee.

5:45 p.m. - Village Attorney Brian Sajdak arrived.

Scott Bence, V.P., JBJ Companies, stated this was a process he was involved with for over a year. His project was ready to go in August of 2016 and had all permits approved. Then the scope of the project changed and bids could not be secured in a short time frame. The issue with the Gehl's agreement was the funds that Gehl's was going to contribute did not cover the cost. Dir. Ratayczak worked with Mr. Bence on different cost saving measures and techniques to reduce the cost so it would be a viable project with the funds that were available. Unfortunately they were unsuccessful. Mr. Bence stated he could have sold the Village the easement for the

cost of the work. In the end it put a six month delay on the project. Due to the Village bidding out the sanitary sewer for Main Street, JBJ Companies proceeded with their original design on their project which left the outstanding invoice for the redesign of the sanitary sewer system which was previously designed for the benefit of the Village, Main Street and Gehl's.

Dir. Ratayczak addressed Committee questions regarding the layout of the sanitary sewer project in order to achieve the capacity improvements. Dir. Ratayczak/Atty. Sajdak added if an agreement was reached between JBJ Companies and Gehl's, it would have kept the Village from having to publicly bid the project. The funds that Gehl's had previously committed to the Main Street relay would have been allocated vs. the Village doing the whole Main Street project to the extent that it would be needed. (21:30)

JBj Companies had originally designed their sanitary sewer project for their development and the Village asked JBJ to redesign the sanitary sewer to incorporate Village improvements. Mr. Bence worked with former Village Engineer Bischke and provided the Village cost estimates for the redesign of the sanitary sewer. Cost estimates were provided to the Committee in December, 2015 and Mr. Bence was told to proceed with the redesign. The Committee made the following points;

- The Developer could have still used the west route and not put in an 18" pipe. He could have put in an 8" pipe to serve his development, use all the permits he had obtained and the design work. It was the developer's decision to go back to the other design which was probably less expensive and already planned;
- The decision to not use the west route was based on a Village agreement with the developer which he was to reach that agreement by the end of November. When the Village did not have a response by that time, the Village still had issues to resolve and moved forward with the relay project on Main Street.
- Mr. Bence stated an agreement was never reached because the Gehl's contribution would not cover the cost of the work. The costs would have covered all of the known items of the project but not the unknown dollar amounts required to be expended for potential contaminated soils and potential containment of water.
- It was Atty. Sajdak's understanding that the developer was not willing to except the potential risk that his estimate on the environmental items were wrong.
- Mr. Bence agreed he was not familiar with working with contaminated soils and costs could have been high.
- Mr. Bence provided a breakdown of costs noting the following; \$195,000 to run the sewer from the southeast; \$583,000 to run the sewer from the southwest with the municipal upgrades requested. That is why he went back to the southeast design. Whether it was an 8" or 18" line the bids were all the same. The only difference was the pipe cost.
- The developer could have used the permits for the wetland crossing and raised the sewer pipe and probably come in with similar dollar amounts. Trustee Zabel did not believe the length of sewer changed that much from the southwest to the southeast if you were not going up to Main Street. Dir. Ratayczak stated there was definitely a cost difference to directionally drill an 18" pipe vs. an 8" pipe.
- Trustee Zabel noted with the developer using the original design, he was not getting into the contaminated soils as much as he thought he would with the second design.
- Dir. Ratayczak the delay began when a decision was made that the project had to be publicly bid. Because the Village was going to get contributions from Gehl's, the

Attorney did propose and draft an agreement to work that out. Atty. Sajdak added it was the unknown level of cost contribution that was going to be involved. The contribution to the project effectively caused it to be a public project.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with the recommendation based on staff and legal opinion to deny JBJ Companies invoice request in the amount of \$33,356.40 for the engineering services completed for the design of sanitary sewer to accommodate the Village sanitary sewer flow from a portion of Main Street.

Discussion continued on the breakdown of the invoice items. Chm. Kaminski noted the developer was paying for a lot of things that were little mistakes along the way on everybody's side and didn't believe it was fair that the developer pay the total invoice. It was suggested discussing the topic further at the Village Board.

Motion failed 1- 3 (Kaminski, Warren, Campbell)

It was the consensus of the Committee to forward this topic to the Village Board.

6:25 pm. - Atty. Sajdak vacated his chair.

CONSIDERATION/ACTION – STARNET PROPOSAL – WELL #11 REPAIRS:

Dir. Ratayczak informed the Committee that during routine maintenance & inspection of the Well controls, a wall mounted PVC pipe fitting failed causing water, under pressure, to damage the touch screen and control circuits. The components were analyzed by Starnet Technologies who determined all components needed to be replaced. Starnet provided a proposal of \$10,944.23 to make the necessary repairs. The Village's Insurance Company had been notified and was working with the Water Utility on filing a claim. There was a \$1,000.00 deductible on the Village's policy and it is anticipated the maximum cost to the Village would be \$1,000.00. No action was necessary.

CONSIDERATION OF INVOICE – D.F. TOMASINI: Supt. Haugen reported a flared copper corporation line failure to a home at N112 W19677 Mequon Road. D.F. Tomasini was contacted to make the emergency repair as the water was entering the basement.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the payment of \$8,876.27 to D.F. Tomasini for the emergency water lateral repair at N112 W19677 Mequon Road. Funds to be allocated from Acct. #50-742-530-6750.

The Committee requested staff obtain RFP's for hourly rates to make sure the Village was getting the best price for repairs.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – PROGRAM NEW PLC/SCADA REPLACEMENT – WELL #11: Dir. Ratayczak explained the Well controls damaged at Well #11 due to a pipe fitting failure will be replaced. Post installation of the new equipment, the SCADA system will require installation and programming of the new software. Ruekert and

Mielke proposed to complete the task for an estimated cost of \$10,140.00. It is anticipated the maximum cost to the Village will be the \$1,000.00 deductible once costs are submitted to the Village's Insurance Company. No action was necessary.

AUTHORIZATION TO CONTRACT – ENGINEERING FIRM – WELL #3 REHABILITATION: Dir. Ratayczak reported Well #3 had been in service for approximately 12 years. The customary benchmark of 10 years is used for determining the time to investigate and consider pump repair or replacement due to normal wear. Staff had reviewed the process and alternatives and suggested to approach the project in two phases. *Phase #1* would be to perform an investigation of the Well's current pumping capacity, take water samples to determine microbiological activity and the presence of biofilms. Total cost to perform this work was \$4,900 which included \$1,650.00 for laboratory analysis costs. *Phase #2* would be developing specifications based on laboratory results, bidding documents & bid schedules for pump rehabilitation. This work would be performed when water demands were at their lowest. Total estimated engineering cost for Phase 2 was \$19,800.00. Staff requested approval to proceed with Phase #1. Foth Engineering & Environmental was very knowledgeable of the Village's wells with the current Engineer being Project Engineer when Well #3 was constructed.

MOTION made by Zabel, seconded by Warren authorizing staff to enter into a contract with Foth Engineering & Environmental, LLC to perform an investigation of Well #3's current pumping capacity, perform water sample tests and laboratory analysis at a cost not to exceed \$4,900.00. - 50-722, 530- 6330

Motion carried unanimously.

DISCUSSION/RECOMMENDATION – WDOT LAND PURCHASE – MEQUON ROAD @ TOWER #3: Dir. Ratayczak reported documents were received from the WDOT for the purchase of land determined to be necessary for the proposed reconstruction of the intersection of Country Aire Drive and Mequon Road. The land is located at the north end of the Water Tower #3 and Well #11.

The WDOT made an original offer of \$5,700. Village Engineer Laning contacted a DOT representative and negotiated a revised offer of \$7,100.00 in which staff felt was an acceptable offer for the parcel.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to accept the offer of \$7,100 from the WDOT for the purchase of land located at Well #11 & Tower #3 for the proposed reconstruction of the Country Aire Drive and Mequon Road intersection.

Motion carried unanimously.

UPDATE/DRAFT – REVISION OF MUNICIPAL ORDINANCE 11.08 & 11.081 TRASH & RECYCLABLE COLLECTION: Dir. Ratayczak provided for Committee review an updated and draft of Municipal Ordinance 11.08 & 11.081 in relation to Trash and Recycling collection. The revised Ordinance captured the requirements of the semi-automated collection process and the requirements for properly meeting the regulations for collection of recyclables. Dir. Ratayczak suggested addressing revisions in two phases with the first phase setting

standards for the Ordinance and the second phase on how changes to the Ordinance will affect the residents. The following points were made;

- Waste Management will supply the Village with route maps which will help in determining where trash/recycling is being serviced under the Village's contract.
- 5 units and greater are considered "commercial" properties. Updates to the Ordinance will no longer allow these units to be serviced under the municipal contract;
- In researching other communities it was difficult to determine where condo's fit in; there was no set definition as every municipality was different.
- The Village's revised Ordinance will address condo's as a four family unit or less in which Recycling will be serviced under the Municipal contract. Larger units are then considered multi-family.
- To be consistant, commercial properties should not be serviced through the Municipal contract for trash and recycling. Individually owned condominiums should receive trash and recycling through the Municipal contract.
- Collection of services for trash and recycling for Multi-family Developments, PPD & PUD Developments should be included in their Development Agreement.
- Trash and recycling services for PPD's and PUD's should be serviced under the Municipal contract and should be considered going forward. Trash and recycling services should not be a bargaining chip for homeowners who choose to move into this type of development.
- Dir. Ratayczak added these types of developments usually do not build roads to municipal specifications and therefore the developer most of the time is doing their own snow maintenance and trash/recycling pickup. It is believed this practice was so the Village would not be responsible for road damage.
- The best approach is to have an Ordinance in place and then evaluate how it affects the current practice.
- If the Ordinance is approved, it will still be a working document. The Committee may choose to make modifications once they see the effect it will have on the residents.

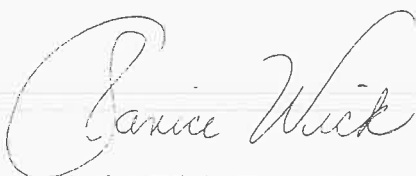
MOTION made by Zabel, seconded by Campbell to forward to the Village Board with a positive recommendation the proposed draft Ordinance as it relates to the revisions of Section 11.08 and 11.081 – Trash & Recyclables.

Motion carried unanimously.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held WEDNESDAY, Aug. 9, 2017 at 5:30 p.m.

ANNOUNCEMENTS: None

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



Janice Wick, Recording Secretary