

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

August 7, 2012

Village Hall Board Room

CALL: Chm. Ewert called the meeting to order at 4:00 p.m.

ROLL CALL: Chm. Ewert, Trustee Members Zabel, Vanderheiden (absent & excused), and Kaminski. Also present were Dir. Ludwig, Engr. Bischke, and Secretary Wick

PREVIOUS MINUTES:

MOTION made by Zabel, seconded by Kaminski to approve the minutes of July 3, 2012.

Motion carried unanimously.

DRAINAGE ISSUE – W140 N11066 COUNTRY AIRE DRIVE: Engr. Bischke contacted the WDOT on behalf of Mr. Rakow's drainage concerns with land erosion on his property which Mr. Rakow believed was caused by a WDOT culvert crossing in Hwy 167/Mequon Road. The WDOT found the culvert merely perpetuated pre-existing drainage patterns. An investigation was completed by the WDOT who attended the Public Works meeting with their findings.

Zach Pilichowski, WDOT, Project Engineer, cited the Drainage Law (Chapter 88 of the Wisconsin State Statutes – Drainage of Lands) and the WDOT design process.

Committee comments included;

- *T. Zabel* - It was understood that during the reconstruction of Mequon Road, the culvert was upsized near Mr. Rakow's property and therefore causing greater drainage issues.
- *Mr. Pilichowski* stated the culvert was upsized with a 30" culvert in 1991. The upsize was due to the construction of approximately 18 homes therefore creating a 30% increase in the amount of water coming to the culvert. The increased culvert size assured that the water would not overtop the road;
- The water ponding on the north side of Mequon Road will continue to pond. With the increase in homes, the runoff would get there faster.
- *T. Zabel* – By upsizing the culvert, the water moved on to Mr. Rakow's property at a quicker pace and it appeared to be eroding his field. Suggested was creating a smaller retention/detention pond on the other side. Mr. Pilichowski reiterated the culvert pipe just allowed the water to flow. If Mequon Road did not exist, all of the problems would still occur at a quicker rate as there would be no ponding at all.

Don Berghammer, WDOT, stated over the course of time, the 18 inch culvert handled the water. The land use then had changed causing more runoff over a course of time. If the water was retained, there would not have been a need to worry about water getting to the road and therefore the culvert would not have been upsized.

Trustee Zabel noted as the changes occurred, the problem was now the downstream side which was creating Mr. Rakow's field to erode on a constant basis. He questioned whether a relief culvert could be installed under Country Aire Drive to allow the flow to travel west to follow natural channels. Mr. Berghammer stated the flow would not follow the natural channels because the natural flow pattern was to go through Mr. Rakow's property not west under Country Aire toward the railroad tracks. The natural flow went south.

Engr. Bischke noted the pipe under Country Aire Drive was not a culvert but a "weep pipe" which weeps the water from the stone underneath the road.

- *T. Zabel* – How do we resolve the problem of the erosion on Mr. Rakow's land? Mr. Pilichowski stated in year 2003 the DOT Maintenance Department had contact on site with Mr. Rakow along with a representative from NRCS (Natural Resources Conservation Service). The NRCS determined if the fields were going to be cropped and plowed, the erosion was going to continue. The NRCS stated there were programs to assist Mr. Rakow in obtaining funding to help with the erosion. It was uncertain whether Mr. Rakow followed up with the suggestion. Mr. Pilichowski noted the WDOT was not allowed to enter private property to fix a problem. If it was a problem the WDOT caused, they could fix the problem causing it. The drainage issue was not created by the WDOT creating two additional lanes on Hwy 167 and causing additional run-off. Run-off was created by the additional homes constructed over the years. The culvert just passed the water from one side to the other.
- Recommendations from the NRCS suggested the swale that ran through Mr. Rakow's property at the erosion site could be re-establish as a vegetation site, or the use of certain types of matting, rip rap, or stone to keep the erosion to a minimum.
- A meeting held between Mr. Rakow and County/State officials concluded with Mr. Rakow resigning to the fact there was going to be no additional help from State or Local Officials.
- *T. Kaminski* stated there was nothing the Village could do. It was development that had created the problem. Future development in the area may mitigate the issue with instilling storm water requirements. The best remedy would be for Mr. Rakow to follow the suggestions of the NRCS.

DISCUSSION/ACTION – LATERAL LEAK – N107 W17272 WILLOW WOOD

COURT: Dir. Ludwig gave a brief summary of a homeowner's request to allow the Water Utility staff investigate a possible lateral leak to determine whether necessary repairs were the responsibility of the homeowner or the Village. Based on standard testing, it was determined the lateral leak repair was the responsibility of the homeowner. Approximately 1-1/2 weeks later, another homeowner on the same Court voiced concern of his sump pump running constantly. Staff had found that the service to this property was sound and continued to dig to find the leak. The leak was eventually found to be an improperly installed 6" 45 degree ductile iron fitting with a hole worn through. The initial land owner felt that he had replaced his lateral unduly as he did not believe there

was a leak in his lateral and requested some type of retribution for the repair he felt was unnecessary.

Supt. Driver stated the initial land owner had a new lateral installed by doing a straight directional bore. The existing lateral was left in place so there was no physical evidence of holes that could be seen. Supt. Driver explained the standard testing process.

Skip Topel, N107 W17272 Wildwood Court, further stated his sump pump ran a minute and a half before the repair and after the repair. After the pipe repair in the road, Mr. Topel's sump pump stopped. The coincidence of two leaks in the exact same area lead him to believe the watermain in the street was the probable cause of the leak.

Trustee Kaminski stated it did appear the problem was probably the leak in the street even though the standard testing completed on Mr. Topel's lateral proved otherwise. Supt. Driver felt in the process of diagnosing the leak, he believed there was a leak in Mr. Topel's lateral even though the watermain in the street may have been a contributing factor.

MOTION made by Kaminski, seconded by Zabel authorizing staff to reimburse one half (\$1,825.00) of Mr. Skip Topel's invoice associated with the replacement of a water supply lateral at N107 W17272 Willow Wood Court.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – LOADER TIRES:

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to purchase four tires from Pomp's Tire for the John Deere loader at a cost of \$8,132.00. Funds allocated from account #10-542-530-5400.

Motion carried unanimously.

CONTRACT – BAST AUCTION SERVICE: Supt. Olszewski presented for review the contract between Bast Auction Service and the Village of Germantown for the participation in the annual Municipal Auction hosted by the Village of Menomonee Falls. The Agreement requires an 11% commission (8% to Bast, 3% to Menomonee Falls) to be paid on all sales. Vehicles and larger detailed items now go through Wisconsin Surplus which is an online auction service where the commission rates are paid by the purchaser.

MOTION made by Kaminski, seconded by Zabel to forward to the Village Board with a positive recommendation to enter into a contract with Bast Auction Service for the annual Municipal Auction.

Trustee Zabel questioned a sentence in the contract which would allow Bast Auction Services to bid, buy, and also retain 8% of the sale, and wondered if that sentence could be removed from the Contract. Supt. Olszewski stated he would research further.

MOTION made by Zabel, seconded by Kaminski to *amend* the Motion to approve the contact with Bast Auction Services upon legal clarification on the last sentence under item "1" which reads: "*I authorize Bast Auction Service to bid and buy for registered bidders' lien holders or for their own account.*"

Motion carried unanimously.

RESULTS OF THE 48" INTERCEPTOR TELEVISIONING: Supt. Zimmerman reported the inspection of the 48" interceptor sewer found significant degradation of the pipe. The chemical process of the degradation along with pictures was also explained. Of the 48 line segments evaluated the following results were:

- 5 line segments had extreme deterioration with the reinforcement of the concrete pipe visible (1,628.3 L.F.);
- 28 line segments had severe hydrogen sulfide damage (10,297.2 L.F.);
- 12 line segments had medium hydrogen sulfide damage (4,658.8 L.F.);
- 3 line segments had mild hydrogen sulfide damage (1,580.5 L.F.);

All line segments were in need of rehabilitation by the installation of cured in place liners.

In closing, Supt. Zimmerman recommended beginning a four or five year capital improvement plan to line the pipe segments and rehabilitate the manholes. His 2013 Capital Improvement Budget will include budgeting for the 10 worst line segments at an estimated amount of \$823,000.00.

Committee/staff discussion included:

- The five extreme and first five severe line segments will be budgeted for 2013; this would total 10 lines over a period of 4 to 5 years. The mild to medium line segments will continue to deteriorate to the point of a severe rating.
- *T. Zabel* – Depending upon the revenues and depending upon what occurs going into next year's budget, staff may have to look at the five line repairs and once the revenues build, move up to 10 line repairs; *Supt. Zimmerman noted by looking at the severe lines, they will be categorized as extreme lines very soon.*
- *T. Zabel* – During the Budget period he will look at two things; repairing what the Village can afford within the cash flow that's available, and then look at the quantity of repairs and maybe get a better price. The Utility may need to borrow funds. *Supt. Zimmerman stated the Village would need to borrow funds no matter what. The Village's cash flow to date has yet to generate a profit. It is unknown what will happen with capital costs to MMSD next year as well as the implementation of the Phosphorous Rule through the WDNR.*

- Dir. Ludwig wanted the Committee to be very cautious in affirming that the Utility could borrow money. The Utility has not shown the strength that many banks or financial institutions require. The Utility could borrow money from the Village, possibly with General Revenue Bonds.
- *T. Zabel* - If the Village decides to borrow, you put it in the budget for next year, you get your best interest rates which are reasonable. The Utility has multi million dollars in assets. Audits state the Utility is in super good form. He wants to look at the numbers based on the what is coming in and if funding can be covered by the Utility without borrowing that would be great, if not, then he would like to look at what rehabilitation could be completed and set it up as a three year project.

Further discussion will take place during the Budget process.

AWARD OF CONTRACT – MEADOW CREEK CROSSING STORM SEWER:

Per the direction of the Committee at its June 5, 2012 meeting, staff developed a storm sewer extension design in relation to the drainage issue at W174 N9901 Meadow Creek Court. Nine bids were received with costs ranging from \$34,219.50 to \$63,695.00. Further explanation of the design was discussed. Trustee Zabel requested that the design include the swale going all the way through to the property line where the easement was located.

MOTION made by Zabel, seconded by Kaminski for forward to the Village Board with a positive recommendation to contract UPI for the Meadow Creek Crossing storm sewer on Meadow Creek Court at a cost not to exceed \$34,219.50. Funds to be allocated from Acct. #40-541-570-8902.

Motion carried unanimously.

ACCEPTANCE OF EASEMENT – MEADOW CREEK CROSSING STORM SEWER EXTENSION: Easement copies were provided for Committee review. The system will be publicly owned and maintained. Copies of the easement documents were sent to the affected residents. Trustee Zabel requested easement condition (iii) of the easement document be stricken as it did not apply to the storm sewer extension.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to accept the Meadow Creek Crossing utility easements for the proposed storm sewer extension through the backyards of W174 N9901-9907 Meadow Creek Court to include the document modifications discussed by the Committee and modifications suggested by the Village Engineer in relation to the two Harmony Homes properties on Division Road.

Motion carried unanimously.

APPROVAL OF CHANGE ORDER – 2012 ROADS – HAPPY HOLLOW SUBDIVISION:

Engr. Bischke reported extraordinarily unsuitable soils underlying White Horse Dr. and Happy Hollow Lane. Photos were provided for review. Pilot tests of the soils were conducted to develop an appropriate revised cross section that would float atop the unsuitable soils and proved adequate structural support to new pavement. The third test section passed the proof roll.

MOTION made by Kaminski, seconded by Zabel to forward to the Village Board with a positive recommendation to approve a \$93,789.93 change order to the 2012 Road Improvement Projects contract with Payne & Dolan for the Happy Hollow Subdivision. Funds allocated from Acct. #40-542-570-8810.

Motion carried unanimously.

APPROVAL OF CHANGE ORDER – 2012 ROADS – FOREST HEIGHTS SUBDIVISION:

Engr. Bischke reported sporadic areas of unsuitable soils underlying Crestview Drive. One pilot test was completed and passed the proof roll test.

MOTION made by Kaminski, seconded by Zabel to forward to the Village Board with a positive recommendation to approve a \$39,837.96 change order to the 2012 Road Improvement Projects contract with Payne & Dolan for the Forest Heights Subdivision. Funds allocated from Acct. #40-452-570-8810.

Motion carried unanimously.

AWARD OF CONTRACT – DONGES BAY ROAD CULVERT: Engr. Bischke reported the culvert crossing where the Jefferson Ditch crosses Donges Bay Road has partially collapsed. Over two years, significant sink holes had developed which temporary repairs were made. As the Donges Bay Road Rehabilitation project would not start until year 2016, it was important to sustain the culvert and roadway until that time. Staff proposed to slip-line a 24" culvert into the existing culvert as a more substantial repair. Letter requests were sent to three contractors. Bids received ranged from \$18,500. to \$37,750.00

Trustee Kaminski did not want to see any extra's or change orders on this project.

MOTION made by Kaminski, seconded by Zabel to forward to the Village Board with a positive recommendation to award a contract to D.F. Tomasini at a cost not to exceed \$18,500.00 for the repair of a 24" culvert on Donges Bay Road just west of Pilgrim Road. Funds to be allocated from Account #40-542-570-8810.

Motion carried unanimously.

LETTER OF CREDIT TERMINATION – RIVER LANE HOLDINGS: River Lane Holdings formerly known as Blackstone Creek requested termination of the Letter of Credit for work related to the placement of sidewalk on the west side of River Lane and signal improvements at the Mequon Road and the High School. Improvements have been inspected and accepted by staff.

MOTION made by Zabel, seconded by Kaminski authorizing staff to terminate the River Lane Holdings Letter of Credit in the amount of \$2,500.00 effective on September 29, 2012.

Motion carried unanimously.

DECISION OF OWNERSHIP – CONTINENTAL WATER MAIN: Engr. Bischke reported a proposed development at the north side of County Line Road east of the Menomonee River at the Riversbend Golf Club parking area. The Committee was given a plan which two buildings were proposed and the club house relocated. The facilities will need to be served with municipal water. The Germantown Fire Dept. determined the location of the hydrant. The Committee needed to determine whether the leads to the hydrant should be public or private. There was the possibility of three buildings and, three potential owners who would benefit from the hydrant. If the hydrant were to remain private, an agreement would need to be drafted between the three property owners to assure maintenance would be done on the leads and hydrant. Or, make the leads public and the Village would maintain the lines. Committee discussion followed.

T. Zabel – The proposed water main was very lengthy. Consider modifying the proposed plan showing the water main and sanitary sewer line directly between the two buildings if proper distance requirements are met. If the leads were private they could be close together as long as you had separation and elevation.

T. Kaminski – If the water main was private, the developer could put the leads where ever they wanted. *Engr. Bischke agreed.*

T. Zabel - With the Service Agreements he had seen, the Municipality would have the right to go in and use the hydrant for fire protection, and flushing. The owner would be notified of any concerns and be required to repair. The leads themselves would be privately owned and maintained.

MOTION made by Zabel, seconded by Kaminski recommending the water main connection for future development near the Riversbend Golf Course parking lot on County Line Road be a private main for service and maintenance.

Engr. Bischke stated the negatives in allowing a private main would be the difficulty in enforcing the maintenance. Less expensive materials could be used. If any leaks could not be isolated, the Village could lose a lot of water with the possibility of affecting surrounding businesses.

Dir. Ludwig added private water mains were not favorable based on information from the Building Inspector and other Communities. There are only two other systems in Germantown that were private.

T. Zabel – The problems that occur is if you get a leak, the only threat you have is shutting down the water main. Chances are the developer would fix it. The Service Agreement could stipulate that the municipality would correct the leak at Village rates and be reimbursed.

T. Kaminski – Understood that if there was a problem with a water line, it would probably only affect one of the businesses. If the leak is at the front of the line at hydrant it would affect all three businesses. Engr. Bischke reiterated the materials on private systems are less stringent than they are on public systems. Trustee Zabel believed you could write in a developer's agreement that the water main will be inspected by the Village. E. Bischke stated there will not be a developer's agreement if the system is a private. Currently there were no improvements that would warrant a Developers Agreement.

T. Zabel stated if the Village had to write a Service Agreement it should include the requirement that the Village inspects the water line for the following reasons;

1. Make sure the line has everything the Village needs as a water utility;
2. Village does not want anything that occurs there that is going to affect the utility;
3. If at some time in the future the Village takes on the responsibility of the water main, the Village will need a record of where the line is, what it is and what materials were used;

Engr. Bischke stated past practice would make the water line a condition of the site plans or conditional use permit. That is how it is enforced by Inspection Services.

T. Kaminski understood both sides. Water was so critical to Germantown, why wouldn't the Village want control over the pipes and hydrant and any problems that could exist in the area? The Water Utility would like the lines to be public. How much would it really cost the Village to maintain the line? If it breaks, it will cost some money to fix and Trustee Kaminski was willing to take the risk because the water/water mains were so important.

Motion fails 2 (Kaminski, Ewert) -1

MOTION made by Kaminski, seconded by Ewert recommending the water main connection for future development near the Riversbend Golf Course parking lot on County Line Road be a public main with the stipulation that plans are reviewed to get the most efficient water main route as possible.

Carried 2-1 (Zabel)

RESOLUTION TO ADOPT – MENOMONEE RIVER WATERSHED BASED WPDES PERMIT: Staff has participated in negotiating with other Menomonee River Watershed Municipalities, WDNR, US EPA, SEWRPC, MMSD and a few non-government environmental advocacy groups to develop the new watershed-based permit framework. Incentives for participating and the permit itself was explained and copies included with the backup.

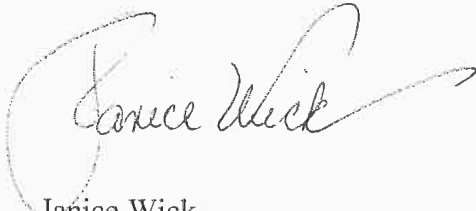
MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to “preliminary” adopt the Menomonee River Watershed-based WPDES Permit for the term starting Year 2012 and ending Year 2017.

Motion carried unanimously.

ANNOUNCEMENTS:

The next regular Public Works Committee Meeting will be held Tuesday, September 4, 2012, at **5:00 p.m.**

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:10 p.m.

A handwritten signature in cursive script, appearing to read "Janice Wick", is written over a faint circular stamp or watermark.

Janice Wick
Recording Secretary