

VILLAGE OF ROCHESTER COMMITTEE MEETINGS

300 W. SPRING STREET, P.O. BOX 65, ROCHESTER, WI 53167, PHONE (262)534-2431, FAX (262)534-4084

AGENDA

Public Works Committee

Monday September 28th, 2015

7:00 PM

ROCHESTER VILLAGE HALL

300 W. Spring Street, Rochester WI

1. Call meeting to order.
2. Member Roll Call: Chris Johnson (Chairperson), Nick Ahlers, Chris Bennett, Gary Beck Jr; Ed Chart, Vince Klemko, Mike Weinkauff and Christopher Birkett, Public Works Manager

THE FOLLOWING ITEMS WILL BE DISCUSSED WITH POSSIBLE ACTION BY THE PUBLIC WORKS COMMITTEE:

3. Period for public comment.
4. Approve minutes from the August 31st Public Works Comm. meeting.

Action Items:

5. Update on Funding Request by Richard Rehberg.
6. Review and discuss Wanasek request for additional amount on sewer repair bill.
7. Discuss and select color of concrete for Main St. bridge
8. Review and discuss USGS request for a permanent gage station in Pioneer park.
9. Choose meeting night for DPW Com. to discuss budget proposals.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any other governmental body except the Public Works Committee.

Please note: 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 Hall at 262-534-2431.

*Posted; 9-25-2015
Christopher J Birkett
Manager DPW.*

Staff Report DPW Committee.

9-28-2015

Approve minutes. Minutes are in packets.

Action Items:

Dick Rehberg. Dick will be attending the meeting and inquiring about the board's status on negotiating for Rehberg with the Racine Co Drainage Board.

Wanasek Bill. Wanasek sent the bill for the Hwy FF and State St. sewer repair. They are asking for \$1,200.00 above the bid price due to the soil conditions. The trench kept caving in on them. It was a very hazardous set of conditions and also required more slurry and asphalt to finish the job.

I feel it is a legitimate request. The next bid for this project was \$12,253.06 so even with the increase it is \$4,403.06 cheaper than the next quote.

Bridge colors. See attached item from Nathan Plunkett.

USGS Request for permanent gage house. USGS would like to get the device that monitors the river depth and rainfall off of the bridge. They are requesting to place it in a permanent structure at the South end of pioneer park, please see info in your packets.

Meeting for budget . We will have to select a night for the DOW Com to meet the week of the 5th. I will have some handouts for you at Monday night's meeting pertaining to budget.

Public Works Committee: In the absence of Chairperson Johnson, Vince Klemko called the meeting to order at 7:00 p.m. with Nick Ahlers, Chris Bennett, Gary Beck Jr., Ed Chart and Mike Weinkauff present.

Village Board: Village President Ed Chart called the meeting to 7:00 p.m. with Nick Ahlers, Gary Beck, Chris Bennett, Russ Kumbier, and Mike Weinkauff present. Chris Johnson was absent.

Also present: Betty Novy, Clerk-Treasurer; and Christopher Birkett, Public Works Manager.

Public Works Committee: Bennett moved, 2nd by Beck Jr. to approve the minutes of the August 24, 2015 Public Works Committee meeting as printed. Motion carried.

Village Board: Bennett moved, 2nd by Beck to approve minutes of the August 24, 2015 Village Board meeting as printed. Motion carried.

Review Bid Tabulation and Proposals for Snowplowing Work

Birkett reported on his review of three contractor's bids, manpower, and equipment (as follows):

Finishing Touches has the equipment to plow the roads and indicated they will be purchasing a wing. They do not have a large loader. Although a loader is not always needed, it is definitely an advantage for cleaning up when we have a blizzard. The trucks are from the mid 1990's, so they are 20 years old. The mobilization time is an hour and it was indicated that the village would have the same drivers for its routes. The location is approximately 8 miles from the village.

Koch Kuts intends to purchase two trucks to meet the needs of the contract. The examples shown were 10-12 years old. They will have wings since they are former municipal trucks. The salter and spinners are also newer and should be more accurate. Calibrating salt use accurately should save money. Koch Kuts has a large inventory of equipment that is newer and available in case of a truck break down. Koch Kuts also has a large loader in case of an overwhelming snow event. The mobilization time is an hour also. We would have the same drivers for the routes and the owner is the backup driver. They are centrally located in the village.

The Reliable Company has up to date equipment and one of the trucks has a wing. They also have a large wheel loader. They don't have a firm location for their trucks to park yet. When asked if it would be within 10 miles, they noted it would be if required. Their mobilization time is not determined but I believe it would be acceptable. They are a larger company with a chain of command set up to cover calls as they come in and track them as well. The drivers would also be the same for village routes.

After reviewing the bids and talking with the owners and/or account managers, Birkett recommended that Koch Kuts be awarded the contract.

Committee and Board members reviewed the bids and discussed the affect the location of each contractor and the proximity of drivers has on when charges start vs. when plows actually hit the pavement. Justin Koch, Koch Kuts, was present in the audience. It was noted that Koch's hourly rates were higher than the others, but that he was centrally located in the Village and close to the public works facility where salt must be obtained to meet the terms of the contract. Koch noted he has numerous other vehicles that can be utilized in the case of breakdowns; and that he does not overcommit equipment or drivers knowing that breakdowns are always part of the scenario. Koch noted he was asking for a four year commitment on the contract because of his outlay to purchase the trucks. He noted this contract would be his only use for the trucks.

VILLAGE OF ROCHESTER
AUGUST 31, 2015

**SPECIAL JOINT VILLAGE BOARD/
PUBLIC WORKS COMMITTEE MEETING**

2015-136
7:00 p.m.

Beck asked whether Koch would lock in the rate of his bid for two years to even it out vs. the escalation clauses included in the other contractor's bids. Koch indicated he would be willing to make that amendment.

Reliable's bid and qualifications were also discussed in detail, but the location where trucks will be stored and the proximity of drivers was not known at this time.

Ahlers asked Koch if he would amend his bid to \$145 per hour for the dump truck. Koch indicated he would amend the hourly rate, but that the escalation clause would have to stay at 2% under that scenario.

Public Works Recommendation: Bennett moved, 2nd by Ahlers to recommend awarding the contract to Koch Kuts with the agreed upon rate for the dump truck with box spreader, wing and 11' plow, including manpower, at \$145.00 per hour with a 2% escalation clause. Motion carried.

Village Board Action: Beck moved, 2nd by Kumbier to accept the Public Works Committee recommendation and award the contract to Koch Kuts with the change in rate to \$145.00 per hour for the dump truck. Motion carried.

Beck moved, 2nd by Kumbier to adjourn at 7:32 p.m. Motion carried.

Respectfully submitted:

Betty J. Novy, MMC CMTW WCPC
Clerk-Treasurer

Betty Novy

From: Betty Rehberg <richardrehberg@att.net>
Sent: Wednesday, August 05, 2015 8:28 PM
To: bnovy@rochesterwi.us
Subject: Request to put the following on the agenda for the August 10, 2015 Board Meeting

Our farm is located in Section 13, Village of Rochester. The Eagle Creek Drainage flows through the pasture on our property.

With the heavy rains over the past several of years, the banks on our property have washed away in several places. We contacted the Racine County Drainage Commissioners about the problem for years. They told us they did not have money to fix the problem. 3 years ago one of the commissioners told me to contact the Racine County Conservation Dept. to see about getting funding to fix the banks.

Plans were drawn up and the cost estimated. I went to the Commissioners and they liked the plan and said I should get the final figures on the project. The final figure was \$19,590.00. We have received \$13,713.00 in funding, leaving a balance of \$5,992.00. I went to the Drainage Commissioners and they said they would pay 1/2 of the \$5,992.00. They told me to contact the Village of Rochester for the balance because they had formed a Storm Water District. I feel the Drainage Commissions should pay the full \$5,992.00 because we collected 70% for the project.

I am asking the Village Board to meet with the Drainage Commissioners, because at the meeting held to form the District for Storm Water, we were told by the Board that they could deal with the Drainage Commissioners better than an individual farmer.

Richard Rehberg

9-14-2015 Update on Funding Request by Richard Rehberg

**Richard Rehberg
134 Bridge Street #139,
Burlington WI 53105
(262) 767-9018**

**TAX Parcel(s):
-031913008000- 40 acres Plank Rd.
-031913009000- 38.5 acres 28000 Plank Rd-
2014 Stormwater Utility Charges: \$124.00 (\$62 x 2)**

2014 Eagle Creek Drainage District Assessment paid by Stormwater Utility for the benefit of parcel #31913009000: \$442.80 (Five year assessment totals \$2,213.99)

Email sent by Richard Rehberg August 5, 2015 and considered at the August 10th meeting:

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I am asking the Village Board to meet with the Drainage Commissioners, because at the meeting held to form the District for Storm Water, we were told by the Board that they could deal with the Drainage Commissioners better than an individual farmer.

Excerpt 8.10.15 Village Board minutes:

Request for Representation in Eagle Creek Drainage District Matter: Richard Rehberg, 28000 Plank Road

Chart reported that Rehberg was unable to attend the meeting. He clarified Rehberg's request as different from what was requested in the past in that he is not asking the village stormwater utility for monetary reimbursement for his streambank stabilization project. Rather, he is asking the Village to represent him in a request to the Racine County Drainage Board that they reimburse him the balance of costs incurred for the project that is not covered by other grant programs. He is asking this because of the village's previous stance that one of the reasons for creating a stormwater utility was to better represent its citizens when dealing with the drainage district.

Weinkauf reported that the NRCS (U.S. Department of Agriculture, National Resources Conservation Service) will pay 70% of Rehberg's project costs as long as it is performed to their specifications; and

that Racine County will pick up 70% of the balance. Applying these reimbursements to Rehberg's project leaves him with out of pocket costs of \$1,763. Weinkauf did not feel it unreasonable for Rehberg to pay these costs as the project directly benefits agricultural operations on his property. Weinkauf continued it is his understanding that the purpose of the stormwater utility representing property owners in dealings with the drainage district was to address district assessments- not to represent projects benefiting individual property owners.

Board members discussed differing viewpoints on the purpose of stormwater utility representation in this matter. Chart indicated he will check into whether Rehberg is receiving additional funding from Racine County and report his findings back at the September meeting.

Mike Weinkauf attended the Racine County Drainage District, hereinafter referred to as "RCDD" meeting on September 3rd when the agenda included this item pertaining to Eagle Creek:

8. Dick Rehberg request to discuss the Board's decision regarding the cattle crossing and restoration of the banks. (Tabled from June 10, 2015 meeting)

Richard was informed by Al Wilks, RCDD, on September 4th that the district will pay one-half of the balance of his project costs (\$5,992 minus (-) any nominal interest Rehberg earned on the funds that he held for the work before it was done).

I spoke with Richard on September 14th. He is upset about numerous issues (as follows):

- 1) He tried calling all the Board members and Chris Birkett in advance of the August 10th meeting and Chris Bennett was the only one that returned his call.
- 2) The information reported by Weinkauf at the August 10th meeting was incorrect. He did not receive NRCS funding for his project.
- 3) He claims the reason he did not qualify for NRCS funding was because he needed a receipt from the Village of Rochester by a certain date confirming he had paid for a permit to do the bank stabilization work in order to complete his NRCS application. He claims Jon Schattner would not accept payment or issue a receipt for the permit until Rehberg could product a permit from the DNR. Rehberg indicated he asked Jon if he could just give him a check and have him hold it until the DNR permit was received. Jon refused to accept it. He said this is what caused him to lose NRCS funding.
- 4) The minutes from the 8.10.15 meeting indicate Chart would be contacting Rehberg to find out what funding he received. No one contacted him.
- 5) He does not feel the project just benefits his property as it does not increase agricultural production in any way, but simply stabilizes the shoreline so that flow is not inhibited for upstream properties.
- 6) He was never told that he was on the agenda for the 9.3.15 RCDD meeting so he wasn't there. He was still waiting to hear back from the Village.
- 7) He did not feel anyone from the Village could adequately represent his project to the RCDD because no one had contacted him.

He would like to address the Board regarding these issues and the remaining balance of the project (approximately \$3,000) at the 9.28.15 meeting.



THE WANASEK CORP.
EXCAVATION & UTILITY CONTRACTOR

Invoice Number : 15-426-01
Invoice Date : 09/22/2015
Customer Number : 342431
Job Number : 15-426
Due Date : 10/22/2015

ROCHESTER, VILLAGE OF
PO BOX 65

ROCHESTER, WI 53167

HWY FF Sewer Main Repair
Hwy FF & S State St
Rochester, WI

HWY FF SEWER MAIN REPAIR

09/22/2015	CONTRACT	6,650.00
09/22/2015	POOR SOIL CONDITIONS	1,200.00

	GROSS BILLINGS :	7,850.00

	NET BILLINGS :	7,850.00



Since 1903



WANASEK CORP.
 29606 Durand Ave.
 Burlington, Wisconsin 53105
262-763-3561
Fax: 262-767-9917

PROPOSAL SUBMITTED TO: Village of Rochester - Chris Birkett		PHONE:	DATE: April 9, 2015
STREET:		JOB NAME: Oak Knoll Rd & Hwy FF	
CITY, STATE AND ZIP CODE		JOB LOCATION:	
ARCHITECT N/A	DATE OF PLANS	FAX:	JOB PHONE:

The Wanasek Corp. is pleased to quote the following:

1) Oak Knoll Road Ditch

Perform work as per specification dated March 17, 2015.
 Total: ~~\$18,800.00~~

2) Hwy FF and South State Street Sewer Main Repair

Perform work as per specification dated February 25, 2015.
 Total: \$6,650.00

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (THE WANASEK CORP) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID.

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:
Per the above quoted rates dollars (\$ per the above quoted rates).

Payment to be made as follows:

Net 30 days from invoice date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: John Wanasek

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: Christy J. Birkett

Date of Acceptance: 4/28/15

Signature: _____

Christopher Birkett

From: Plunkett, Nathan [Nathan.Plunkett@goracine.org]
Sent: Thursday, September 24, 2015 9:11 AM
To: Betty Novy; Christopher Birkett
Subject: RE: CTH D Bridge Replacement - bridge stain color
Attachments: CTH G over I94 Racine Co.jpg

Betty,

We'll respond with an email on Friday to answer the CTH D questions in your letter.

In addition to the discussion at your Monday night meeting of the location of the USGS gage being permanently in the park or on the new bridge, another bridge aesthetic that could be discussed is the color of the CTH D bridge. Instead of having the usual grey concrete look of a bridge, the County was looking to have the bridge stained with the colors of taupe and beige. WisDOT has been using this to stain new bridges in the region and we were thinking of staining the bridge with these colors. The new CTH D bridge would have the same color scheme as the CTH C and CTH G bridges over I-94, except it won't have a red metal railing. See attached image of the CTH G bridge stain color.

Let me know if staining the bridge with these colors is something the Village would find acceptable.

Thanks,

Nathan Plunkett

County Engineer

*Racine County Department of Public Works
& Development Services
14200 Washington Avenue
Sturtevant, WI 53177
Direct 262.886.8442
nathan.plunkett@goracine.org*

From: "Betty Novy" <bnovy@rochesterwi.us>
Date: September 23, 2015 at 10:13:11 AM CDT
To: "Anderson, Julie" <Julie.Anderson@goRacine.org>
Subject: CTH D Bridge Replacement ?s

Hi, Julie,

Please respond to the attached correspondence regarding the upcoming CTH D bridge project as soon as possible.

Thanks!

*Betty J. Novy, MMC CMTW WCPC
Clerk-Treasurer
Village of Rochester, Racine County, Wisconsin
P.O. Box 65
Rochester, WI 53167
p. 262-534-2431 Ext. 301/ f. 262-534-4084
Population: 3,726*

5903 U.S. 41

Caledonia, Wisconsin

Street View - Sep 2013



Christopher Birkett

From: Housel, Kevin [kshousel@usgs.gov]
Sent: Thursday, September 24, 2015 8:34 AM
To: Christopher Birkett
Cc: Plunkett, Nathan; Betty Novy; Kevin Housel; S. Bridgett Manteufel; Rob Waschbusch; James Rauman
Subject: Re: Racine/USGS Gaging Station Summary - USGS gage on CTH D bridge or on south side of Pioneer Park
Attachments: Rochester_91482.pdf

Good Morning Chris,

We would use our standard small aluminum shelter which is about 2 ft by 2 ft by 4 ft to house the similar equipment in the smaller shelter on the bridge. However, due to the bank installation, we would need to use a bubbler system, as shown below in the pictures; which would require a nitrogen tank and conoflow system. We would also be mounting a small raingage at the top of antennae mast next to the antennae.

Due to the county's concerns about relocating the gagehouse on the new bridge, we can certainly make this location permanent, and harden the installation. For a more permanent installation, we would drive 4 - 10ft sections of unistrut into the ground in order to mount the gage house platform; a small trench 6-8 inches deep would be used in install the orifice line out into the river, and end up using stand pipes to anchor the orifice line/pipe in the river general below the ice. Installation generally can be completed by two technicians within 2 days, within minimal impact or ground disturbance.

We would certainly welcome any input from the village and can meet you at your convenience to confirm the exact gage house installation. The south end of the park was initially chosen because of the small road access, it would be far enough downstream that the bridge demolition/construction and any coffer dams, would not damage or effect our monitoring equipment but also provide enough open sky to properly record rainfall. We also realize that this location is also used by the local fire department for water withdraws a few times a year, this should not impact our equipment, we would like to be about 50'-150' upstream of the intake pipes.

Here is a new agreement for the village of Rochester for the new gage location. If you have any further information or questions please, feel free to contact us.

Close

Form 9-1482
Revised (October 2002)

U.S. DEPARTMENT OF THE INTERIOR
U.S. Geological Survey

Agreement Number 1

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION *

The landowner agrees that the U.S. Geological Survey (USGS), Wis. Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat. 42 deg 44' 25" N Long. 88 deg 13' 30"
and/or

South side of Pioneer Park, located on the west bank of the Fox River, below CTH D bridge in Rochester, WI.

(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

- 1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or
- 2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. §§1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 10 year(s) month(s) unless terminated earlier by USGS upon 60 days written notice. After 10 year(s) month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

As consideration for the rights and privileges granted herein, the USGS will pay the landowner the sum of _____ upon presentation of a bill, subject to the availability of appropriations by the Congress.

Landowner Village of Rochester,
Address 300 W. Spring St. PO Box 65, Rochester, WI, 53167
Telephone Number 262-534-2431

USGS Water Science Director Walker, John F.
Address 8505 Research Way, Middleton, WI 53562
Telephone Number 608-828-9901

USGS Project Chief Manteufel, S. Bridgett
Telephone Number 608-821-3838

U.S. Geological Survey
Signature/Date _____

Landowner Signature/Date _____

Notary Seal:

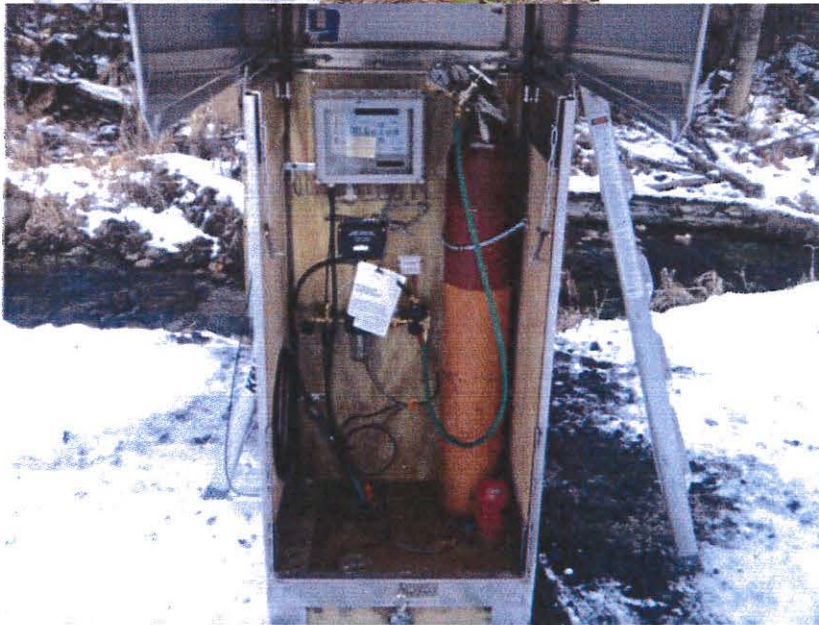
Landowner Village of Rochester,
Address 300 W. Spring St. PO Box 65, Rochester, WI, 53167
Telephone Number 262-534-2431

USGS Water Science Director Walker, John F.
Address 8505 Research Way, Middleton, WI 53562
Telephone Number 608-828-9901

USGS Project Chief Manteufel, S. Bridgett
Telephone Number 608-821-3838

U.S. Geological Survey Signature/Date

Landowner Signature/Date

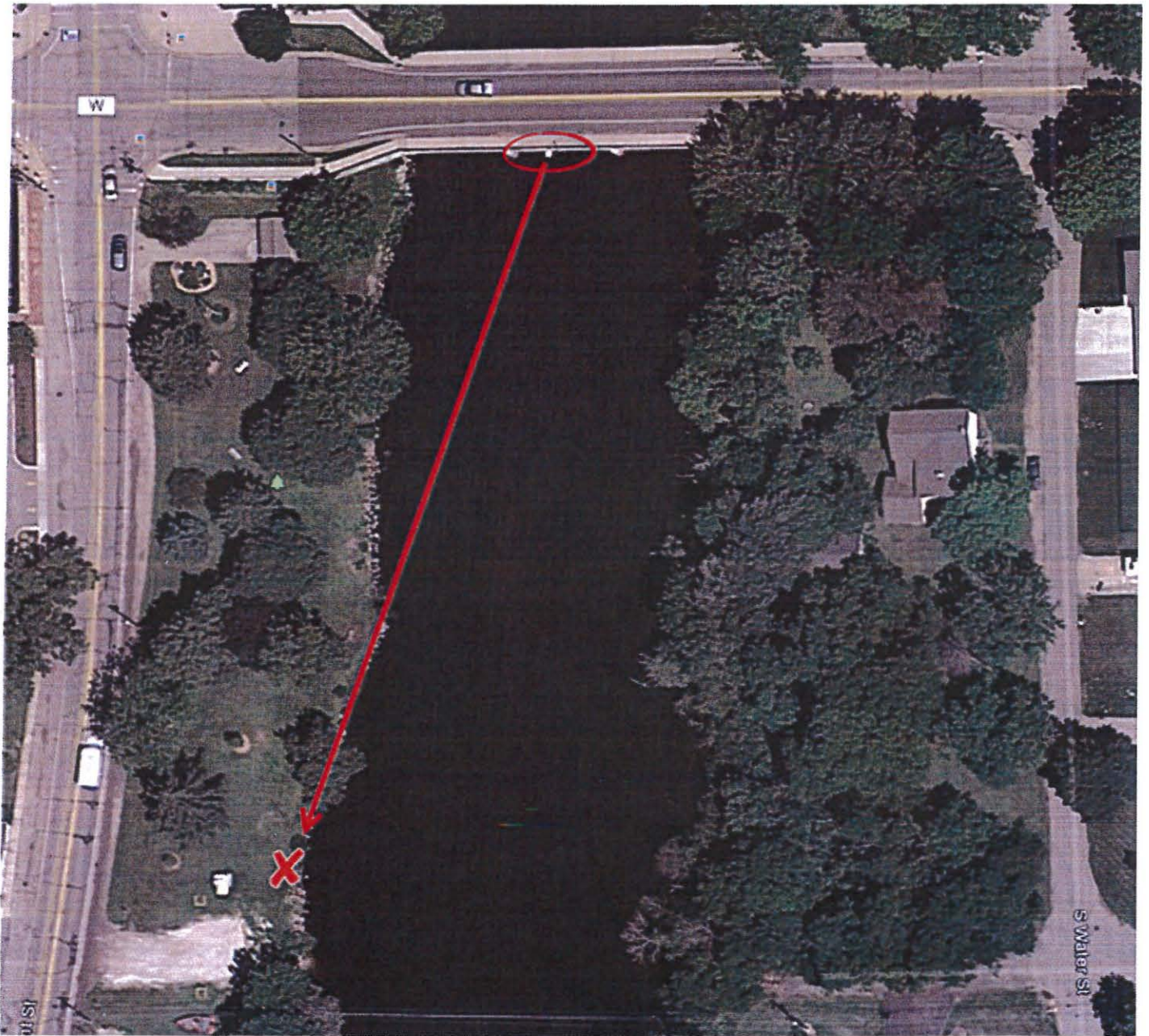


If you have any issues, problems, or questions, please, let me know so that I may assist you; I will be happy to help.

Thank you,
Kevin

Kevin Housel
US Geological Survey

Wisconsin Water Science Center (WI-WSC)
Hydrologic Technician, NWIS-DBA, System Administrator
IT/Tech Support Spec, DMIG, HDAC Committee Member



The initial cost estimate is being revised to cover additional work added last year for precipitation records and is for all 3 current stations plus the instillation and operation and maintenance of the new station; so after 2016 the cost will also go down. Once the numbers have been updated, I will send them to you asap.

Muskego (Downstream Stage and Precip)

Wind Lake (Downstream Stage and Precip)

Rochester (Stage and Precip) plus auxiliary gage 6 month gap coverage in operations.



Disclaimer: The information and depictions herein have been produced using data available through photogrammetric means by Racine County. They are for informational purposes and Racine County specifically disclaims accuracy in this production and specifically admonishes and advises that distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, survey or other official means.