



AGENDA
City of Milton
Common Council Meeting
Tuesday March 20, 2018
7:00 PM
MILTON CITY HALL
Council Chambers, 710 S. Janesville Street

1. **Call to Order and Confirmation of Appropriate Meeting Notice.**
2. **Approval of Agenda**
3. **Pledge of Allegiance**
4. **Public comments regarding items which can be affected by Council Action**
Presenters must sign in with the City Clerk in order to speak.
5. **Common Council Meeting Minutes - March 6, 2018**

Documents:

[Minutes - Common Council 3-6-18.pdf](#)

6. **Discussion and Possible Action Regarding Resolution 2018-07 and 2018-08 Preliminary Public Works Resolutions Allowing Scheduling of Public Hearings for Potential Curb and Gutter Assessments on Capman Street and Northside Drive.**

Documents:

[Memo - 2018 Roadway Improvement Preliminary Resolutions.pdf](#)
[Resolution 2018-07 Preliminary Capman Street Curb and Gutter Replacement.pdf](#)
[Resolution 2018-08 Preliminary Northside Drive Curb and Gutter Replacement.pdf](#)

7. **Discussion and Possible Action on a Contract With General Engineering to Perform Cross Connection/Backflow Inspections.**

Documents:

[Memo - General Engineering Cross Connection Contract.pdf](#)
[General Engineering Agreement - Milton Agreement 3-8-18.pdf](#)
[Cross Connection Brochure.pdf](#)

8. **Discussion and Possible Action on an Amendment to the Developers Agreement with Forester Construction for the Red Hawk Farms Subdivision**

Documents:

[Memo - Red Hawk Farms Developer Agreement Amendment.pdf](#)
[Amendment to 12-5-17 Red Hawk Farms Subdivision Developers Agreement 3-8-](#)

9. General Items

a. Committee Reports

b. Staff Reports

c. Team Building Exercise.

10. Next Meeting ~ Wednesday April 4, 2018 at 7:00pm

11. Motion to Adjourn

**Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 868-6900, 710 S. Janesville Street, Milton, WI 53563.

Posted by Leanne Schroeder March 16, 2018 at Dave's Ace Hardware, Piggly Wiggly, Milton City Hall.

Common Council Mission Statement: With integrity and involved citizens, the City of Milton Common Council will strive to preserve a high quality of life, meet the public's needs with cost effective services, and foster a community in which people are proud to live.

**City of Milton
Common Council
March 6, 2018**

Call to Order and Confirmation of Appropriate Meeting Notice.

Mayor Anissa Welch called the March 6, 2018 meeting of the Common Council to order at 7:00 p.m. City Administrator Al Hulick confirmed appropriate meeting notice.

Present: Mayor Anissa Welch, Ald. Dave Adams (via phone), Ald. Larry Laehn, Ald. Theresa Rusch, Ald. Ryan Holbrook, and Ald. Lynda Clark.

Also Present: City Administrator Al Hulick, Director of Public Works Howard Robinson, City Attorney Mark Schroeder, Finance Director Treasurer Dan Nelson, and Police Chief Scott Marquardt.

Approval of Agenda

Ald. Clark motioned to approve the agenda. Ald. Holbrook seconded, and the motion carried.

Pledge of Allegiance

Ald. Rusch led the Council in the Pledge of Allegiance.

Public comments regarding items which can be affected by Council Action

Mayor Welch welcomed those in attendance and asked if there were any registered speakers.

There were none.

Approval of Conset Agenda

Ald. Laehn motioned to approve the minutes. Ald. Clark seconded, and the motion carried.

Discussion and Possible Action on a Parking Lot Easement and Joint Use Agreement with the Milton School District Regarding the Proposed Milton West Parking Lot

Administrator Hulick provided an overview of the Parking Lot Easement and Joint Use Agreement and the Council's role in the approval process.

Ald. Rusch asked if there could be other options reviewed to address the needs and concerns with the School District of Milton before moving forward with the proposed site plan.

Ald. Clark also asked if there are other options that were reviewed.

Attorney Schroeder indicated that it would be permissible to discuss particulars of the site plan.

Stephen Schantz provided a brief overview of the proposal and answered questions related to the alternatives that were discussed.

Ald. Rusch suggested that a committee be created to look at alternatives.

Tom Westrick of 116 North Crescent Dr. spoke in favor of the proposed plan.

Ald. Laehn indicated that the Parks Committee and Plan Commission both reviewed and approved the proposed site plan.

Stephen Schantz indicated that the School District is willing to work with the adjoining neighbors affected by the proposed plan regarding privacy and landscaping.

Ald. Laehn indicated that the Parks and Recreation Committee discussed several options as well as the concerns of the neighbors.

Ald. Clark asked if there could be other considerations regarding parking and crossings at other locations around the school.

Ald. Holbrook asked if the flow of one way traffic could be switched from the current configuration.

Director Robinson indicated that the current configuration was set up that way to allow for direct sight between the parent dropping off the child and the school staff.

Ald. Adams asked if the item could be tabled to allow for the School District present what alternatives were considered and why they were rejected.

Ald. Clark asked if the item could be sent back to Public Safety.

Chief Marquardt indicated that that he did not feel it was necessary or efficient to send this item to the Public Safety Committee.

Stephen Schantz indicated that it was there intent to have this project started after Summer School and completed before the 2018-2019 school year.

Hulick indicated that if this proposal is tabled, it will be important for there to be a clear rationale as to why it was delayed and a clear rationale as to what the expectation will be, regarding information needed, provided at the next meeting.

Ald. Holbrook felt he believed the proposed plan was the best available plan, based on the considerations provided.

Ald. Rusch asked if there would be an opportunity to sit down with School District Staff

Ald. Laehn moved to approve the Parking Lot Easement and Joint Use Agreement with the Milton School District Regarding the Proposed Milton West Parking Lot., seconded by Ald. Holbrook. Roll call vote:

Ald Clark – No

Ald Holbrook – Yes

Ald Rusch – Yes

Ald Laehn – Yes

Ald Adams - Yes

The motion carried on a 4-1 vote.

Discussion and Possible Action On Ordinance 2018-445 Regulating Parking along McEwan Lane and East High Street

Jacob Koele (903 E. High Street) is very pleased that the parking will be restricted along McEwan Lane. His only concern was for delivery trucks. Mr. Cooley also spoke in favor of the parking along the north side of High Street.

Ald. Clark motioned to approve Ordinance 2018-445 Regulating Parking along McEwan Lane and East High Street and waive the second and third and adopt. Ald. Holbrook seconded, and the motion carried unanimously.

Discussion and Possible Action on Historic Preservation Committee Appointments

Mayor Welch gave an overview of the two appointments requested to the Historic Preservation Committee.

Ald. Holbrook motioned to approve Devin Elliott and Leah Kinmonth to Historic Preservation. Ald. Clark seconded, and the motion carried unanimously.

Discussion and Possible Action to Award the Bid for the 2018 Pavement Improvement Program and Additional Sidewalks

Administrator Hulick provided an overview of the proposed pavement improvement program and the bids that were received.

Ald. Clark motioned to approve the bid from Rock Road for the 2018 Pavement Improvement Program and Additional Sidewalks. Ald. Laehn seconded, and the motion carried.

Discussion and Possible Action on Resolution 2018-05 Establishing an At-Grade Railroad Crossing at Putman Parkway

Director Robinson provided an overview of the proposed resolution.

Ald. Clark motioned to approve Resolution 2018-05 establishing an At-Grade Railroad Crossing at Putman Parkway. Ald. Adams seconded, and the motion carried unanimously.

Discussion and Possible Action on Ordinance 2018-441 Amending Sections 78-95, 78-242, and 78-245 and Creating Section 78-188 of Code of Ordinance of the City of Milton

Administrator Hulick provided an overview of the proposed ordinance change.

Ald. Rusch motioned to approve Ordinance 2018-441 Amending Sections 78-95, 78-242, and 78-245 and Creating Section 78-188 of Code of Ordinance of the City of Milton and waive the second and third and adopt. Ald. Clark seconded, and the motion carried unanimously.

Discussion and Possible Action Regarding an Amendment to the Milton Welcome Sign Easement

Administrator Hulick provided an overview of the history of the easement and the need to amend the language due to nonconformity with DOT standards.

Ald. Laehn motioned to approve Amendment to the Milton Welcome Sign Easement. Ald. Rusch seconded, and the motion carried unanimously.

Discussion and Possible Action Authorizing An Award of Contract for the Construction of an Interim Regional Infiltration Basin Along Putman Parkway

Administrator Hulick provided an overview of the proposed bid and need for the project.

Ald. Laehn asked if this interim basin could be incorporated into the larger regional facility at the time the larger facility is constructed. Hulick indicated that it could.

Ald. Laehn motioned to approve the Frank Silha & Sons, Inc. contract for the construction of an Interim Regional Infiltration Basin Along Putman Parkway including a Class 1 Notification on the award. Ald. Clark seconded, and the motion carried unanimously.

Discussion and Possible Direction Regarding a Request to Remove On-Street Parking Along Parkview Drive from St. Mary's Street to Milton/Harmony Townline Road

Hulick provided background regarding a request that was heard by the Public Safety Committee in the summer of 2017. The request was brought forward again by Ald. Rusch for additional discussion and consideration.

Robinson indicated that an inclusion of a bike lane would reduce the overall drive width on Parkview Drive to approximately 24-feet which would not be sufficient to handle traffic safely. Robinson indicated that a bike lane would need to be included on both sides of the street.

Chief Marquardt felt it would be appropriate to elicit feedback from other entities along Parkview Drive including the rental units, apartment buildings, and church.

Hulick asked for some definition as to what the expectation would be to elicit response and from whom (renters, businesses, churches, etc.) and what the request would be.

Ald. Rusch indicated that the request would be to extend bike lanes “in to town” due to the congestion on Parkview Drive.

Ald. Holbrook indicated that he recalled the request was more about decreasing the speed on Parkview Drive and that the inclusion of a bike lane would further restrict traffic and potentially slow the traffic and allow for a bike lane.

Ald. Laehn motioned to have staff determine what side of the street to remove on-street parking along Parkview Drive from St. Mary’s Street to Blanche Dr. Ald. Clark seconded, and the motion carried unanimously.

Discussion and Possible Action Regarding City Committee Structure

Administrator Hulick provided a background of the Policy-Ad-Hoc recommendation of eliminating some Committees.

Ald. Holbrook motioned to prepare an amendment to the ordinances to eliminate P&F, Public Safety while maintaining a public forum, and adding 2 citizens and eliminating 2 Council members to Public Works and add recycling, building inspection, and storm sewer to the ordinance. Ald. Laehn seconded, and the motion carried unanimously.

General Items

a. Committee Reports

Ald. Clark provided an update regarding the Fire Commission meeting. Clark also stated that the Heritage Dinner at the Milton House on Sunday (3/4) was a “full house”

Ald. Rusch provided an update regarding the Gathering Places future development plans.

Ald. Clark stated that the Tourism Development Committee is meeting February 22, 2018.

Ald. Holbrook reported that the Milton House received a grant for Civil War Living History Days and attendance increased significantly in 2017.

Ald. Laehn provided an update on the Milton West Elementary School parking lot improvements in Lamar Park, progress on Story Gardens, and potential improvements at the Milton Community House.

b. Staff Reports

Director Robinson indicated that there may be a Public Works meeting in March. Brush pick up begins next week.

Director Nelson no update.

Hulick talked about his presentation at the WCMA conference as well as the upcoming “spring clean-up” initiatives in the City of Milton.

Chief Marquardt gave an update on the Police Commission recruitment process.

c. Team Building Exercise.

Mayor Welch led the Council in a Team Building exercise.

Next Meeting ~ March 21, 2018 at 7:00pm

The next meeting of the Common Council will take place on March 21, 2018 at 7 p.m.

Motion to Adjourn

Ald. Holbrook motioned to adjourn the March 6, 2018 meeting of the Common Council at 9:05 p.m.

Ald. Rusch seconded, and the motion carried.

Respectfully Submitted



Al Hulick
Milton City Administrator



Director of Public Works

To: Mayor Welch, Common Council Members
From: Howard Robinson, Director of Public Works
Date: March 20, 2018
Subject: Discussion and Possible Action Regarding Resolution 2018-07 and 2018-08 Preliminary Public Works Resolutions Allowing Scheduling of Public Hearings for Potential Curb and Gutter Assessments on Capman Street and Northside Drive.

Summary

The Capman Street and Northside Drive Street Projects have been approved. Curb and gutter is eligible for assessment to property owners at 50% of the cost.

The provided resolutions are to be approved by the Common Council allowing the City Clerk to establish public hearing dates for interested parties to speak in reference to the potential curb and gutter special assessments. A date for the public hearings can be established after the City Clerk receives a public works report from the Director of Public Works.

Recommendation

The City Administration recommends that the City Council adopt Resolution 2018-07 and 2018-08 allowing public hearing dates for the Capman Street and Northside Drive curb and gutter assessments.

Attachments

- Resolution 2018-07
- Resolution 2018-08

PRELIMINARY PUBLIC WORKS RESOLUTION #2018-07

Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section #66.0701 & 66.0703, Wisconsin Statutes

RESOLVED, by the Common Council of the City of Milton, Wisconsin;

1. The Common Council hereby declares its intention to exercise its power under Section #66.0701 & 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by said improvement:

CURB AND GUTTER REPLACEMENT

Property	Street Frontage
Capman Street	From Vincent Street to Elm Street.

2. Before such improvements are made, the Director of Public Works is directed to notify the utility companies of the forthcoming project.
3. The amount assessed against any parcel shall not be greater than the benefits accruing thereto from said improvements.
4. The assessment against the parcel may be paid in cash upon completion of the project of in five (5) annual installments at the interest rate set by Finance Director policy.
5. The Director of Public Works is directed to prepare a report consisting of:
 - a. Preliminary plans and specifications for said improvements.
 - b. An estimate of the entire cost of the proposed curb and gutter improvement.
 - c. The estimate against each parcel of property.Upon completing such report the Director of Public Works is directed to file a copy thereof in the City Clerk's office for public inspection.
6. Upon receiving the report of the Director of Public Works, the Clerk is directed to give a Class 1 notice of a public hearing on such report as specified in Section #66.0701 & 66.0703, Wisconsin Statutes. (The Clerk is further directed to prepare as part of such notice a small map showing the general boundary lines of the proposed assessment district.) The hearing shall be held at the Council Chambers in the City Hall at a time set by the Clerk in accordance with Section #66.0701 & 66.0703 Wisconsin Statutes.

Adopted this 20th day of March 2018.

Anissa M. Welch, Mayor

Leanne Schroeder, City Clerk

PRELIMINARY PUBLIC WORKS RESOLUTION #2018-08

Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section #66.0701 & 66.0703, Wisconsin Statutes

RESOLVED, by the Common Council of the City of Milton, Wisconsin;

1. The Common Council hereby declares its intention to exercise its power under Section #66.0701 & 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by said improvement:

CURB AND GUTTER REPLACEMENT

Property	Street Frontage
Northside Drive	From E. Sunset Drive to E. Madison Avenue

2. Before such improvements are made, the Director of Public Works is directed to notify the utility companies of the forthcoming project.
3. The amount assessed against any parcel shall not be greater than the benefits accruing thereto from said improvements.
4. The assessment against the parcel may be paid in cash upon completion of the project of in five (5) annual installments at the interest rate set by Finance Director policy.
5. The Director of Public Works is directed to prepare a report consisting of:
 - a. Preliminary plans and specifications for said improvements.
 - b. An estimate of the entire cost of the proposed curb and gutter improvement.
 - c. The estimate against each parcel of property.Upon completing such report the Director of Public Works is directed to file a copy thereof in the City Clerk's office for public inspection.
6. Upon receiving the report of the Director of Public Works, the Clerk is directed to give a Class 1 notice of a public hearing on such report as specified in Section #66.0701 & 66.0703, Wisconsin Statutes. (The Clerk is further directed to prepare as part of such notice a small map showing the general boundary lines of the proposed assessment district.) The hearing shall be held at the Council Chambers in the City Hall at a time set by the Clerk in accordance with Section #66.0701 & 66.0703 Wisconsin Statutes.

Adopted this 20th day of March 2018.

Anissa M. Welch, Mayor

Leanne Schroeder, City Clerk



Director of Public Works

To: Mayor Welch, Common Council Members
From: Howard Robinson, Director of Public Works
Date: March 20, 2018
Subject: Discussion and Possible Action on a Contract With General Engineering to Perform Cross Connection/Backflow Inspections.

Summary

The Public Works Department and Water Utility sent an RFP to General Engineering to provide a contract for cross connection/backflow prevention inspections. City Staff and the City Attorney have reviewed the proposal and corresponding contract and are satisfied with the conditions as presented.

Previously, the City had contracted with Hydro-Design to provide these inspections. However, the level of service was not satisfactory. These inspections are part of the Wisconsin Department of Natural Resources requirement to operate a municipal water system. Attached is the brochure the City provides to the public to help explain the need for proper cross connections.

City Staff believes General Engineering will provide a faster and more communicative inspection services that will allow us to better maintain our system and meet the WDNR requirements. The contract costs as attached are within the City's Water Utility budget allocation.

Recommendation

City Staff recommends approval of the contract with General Engineering to provide cross connection and black flow prevention inspections within the City of Milton.

PROFESSIONAL SERVICE AGREEMENT for CROSS CONNECTION CONTROL INSPECTION

This agreement, made and entered into this _____ (insert date) by and between *the City of Milton*, organized and existing under the laws of the State of Wisconsin, referred to as “municipality,” and General Engineering Company a Wisconsin Corporation, referred to as “GEC”.

WHEREAS, the Municipality supplies potable water (drinking water) throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, GEC is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the municipality and the municipality desires to engage GEC to act as its independent contractor in its cross connection control program.

WHEREAS, the municipality has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the municipality agrees to engage GEC as an agent of the municipality to inspect its potable water distribution system in public, commercial and industrial facilities (where directed) within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user’s facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by GEC under this Agreement will include the inspections, compliance, annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Service”). Should other reports be included within the scope of services, the same shall be included with this Agreement as Exhibit 1.

2.1 Program Administration. GEC will assist the municipality’s Cross Connection Control Program administration. Please see “Addendum A” for a clarification of specific scope of services.

- Administrative work products include:
 - Provide cross connection manual
 - Press release
 - Inspections forms
 - 1-800 number for scheduling
 - Cross connection brochures
 - Notification letters
- Review wording and timeliness for program notifications include:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
 - Ordinance Updates
- GEC will be responsible for all program correspondence. The municipality shall provide to GEC the names and addresses of all mailings to be sent out. They also will be required to supply letter head.
- GEC will schedule inspections
- Conduct inspections, Complete on-site Inspection Report
- Conduct Re-Inspections, Complete on-site Inspection Report
- GEC will be responsible for all mailings and scheduling for Re-Inspections
- Compile final report of inspections for the year and provide to the municipality information for the annual report to the Department of Natural Resources.
- Review, on a yearly basis, changes to the facility listing as provided by the municipality, for inclusion into the municipality’s Cross Connection Control Program. The facility listing includes the facility name, address, contact person(s) and phone number(s).

2.2 Inspection Terms. GEC will perform small commercial inspections, industrial/large commercial inspections, and public/institutional inspections. Newly built facilities occupied subsequent to the effective date of this Agreement, major building additions to commercial/industrial/public/institutional facilities or other additional surveys/inspections are considered additional services under this Agreement. Pursuant to ordinance updates, large public/institutional/industrial are required to perform cross connection control surveys/inspections at their own expense and such surveys shall be reviewed/certified by GEC.

2.3 Changes in Scope of Services. In the event that the municipality requests and GEC consents to perform additional work or services involving the consulting, management, operation, and maintenance where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, GEC shall be provided additional compensation in accordance with the hourly rate schedule. Changes in the Scope of Services include, but are not limited to,

- (a) requests for additional inspections by the municipality
- (b) additional costs incurred in meeting new or changed government regulations or reporting requirements
- (c) inspection issues arising from construction or modification of the Facilities.
- (d) program correspondence as specifically directed by the municipality.
- (e) changes to Addendum A as mutually agreed upon by GEC and the municipality.

2.4 Confined Space Entry. GEC personnel will not enter into confined spaces for the purposes of fulfilling the required services identified herein, due to safety regulations and facilitative equipment issues.

ARTICLE III. Term

3.1 Initial. Services by GEC under this Agreement shall commence immediately. All inspections and documentation by GEC shall be completed as authorized by the municipality.

3.2 Renewal. Absent notice by either party, services by GEC under this Agreement shall be automatically renewed on a yearly basis. If either party intends to not renew this contract, written notice of such intent shall be provided at least sixty (60) days prior to the renewal date. Notice of the intent to terminate shall be given in writing by personal service, by authorized agent, or by certified mail return receipt requested.

3.3 Termination. The Municipality or GEC may terminate this agreement at any time for cause by giving written notice of such intent to terminate to the other party at least sixty (60) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail return receipt requested.

ARTICLE IV. Special Provisions

4.1 Information. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, conditioned on the sometimes inaccessible nature of water piping making complete and accurate data based on what is accessible or viewable.

4.2 Relationship. The relationship of GEC to the Municipality is that of an agent service provider and not one of employment. None of the employees or agents of GEC shall be considered employees of the municipality. For the purposes of all state, local, and federal laws and regulations, the municipality shall exercise primary management, and operational and financial decision-making authority.

4.3 Amendments. This signed Agreement with the signed Addendum A contains the entire Agreement between the Municipality and GEC, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

4.4 Insurance. GEC agrees to obtain and maintain, at the GEC's expense, such insurance as will protect GEC under claims of Workmen's Compensation and General Liability Insurance, and will name the municipality as additional insured.

ARTICLE V. Compensation

The compensation for the Scope of Services shall be payable as follows, but shall **not** exceed **\$8,000.00** for the calendar year 2018:

5.1 Program Administration. These services shall be completed for an annual total of **\$8,000.00** based on current regulations, program requirements and current facility listing. This includes ordinance updates in 2018.

5.2 Type of Inspection. Type of inspection may be adjusted by the inspector when the inspector is on site and has had a chance to review the facility.

5.3 Small Business Inspections. These services shall be completed for **\$45/inspection**.

5.4 Public/Institutional Inspections. These services shall be completed on a per hour basis at **\$80/hour**.

5.5 Large Facility Inspections. These services shall be completed, per specific municipality direction, on a per hour basis at **\$80/hour**.

5.6 Additional Services. Additional services shall be completed as authorized by the municipality based on the consultant's current hourly rate schedule as listed below plus necessary expenses. This may include additional inspections, additional follow-up, program correspondence or other directives by the municipality in the area of cross connection control. The consultant may adjust the hourly rate schedule to allow for normal increases in hourly rates due to normal cost-of-living and salary increase adjustments. This is anticipated to occur on an infrequent basis subject to municipality approval.

Principal or Project Manager (if required)	\$115/hr
Cross Connection Survey Inspector	\$80/hr
Master Plumber	\$80/hr
Field Technician w/ Tracemaster Locator (if required)	\$70/hr
Administrative staff	\$40/hr

5.7 Expenses. Copy, print and processing expenses necessary for conducting of the above-referenced services will be included on monthly invoices for reimbursement.

5.8 Payment. Payments are due upon receipt of an invoice for services rendered. Interest charges for unpaid invoices greater than 30 days past due will be added to the next invoice at a rate of 1.5% per month. GEC reserves the right to terminate our representation and services if payment is not received within 30 days of a billing invoice, and the municipality agrees not to contest the termination of our representation and services if payment is not received within 30 days of a billing invoice.

In Witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials this Agreement in duplicate on the date indicated herein.

CLIENT:

**ENGINEER/INSPECTOR:
General Engineering Company**

By: _____
Municipal Official

By: _____
Mark Jankowski
Director of Inspection Services

Date: _____

Date: _____

By: _____
Clerk

Date: _____

Did you know...

Your water can become contaminated if connections to your plumbing system are not properly protected:

The purpose of the local Cross-Connection Control Program, as required by State Plumbing Code and Regulations, is to ensure that everyone in the community has safe, clean drinking water.

Public Health & Safety....

To avoid contamination, backflow preventers are required by state plumbing codes wherever there is an actual or potential hazard for a cross-connection. The Wisconsin Department of Natural Resources requires all public water suppliers to maintain an on-going Cross-Connection Control Program involving public education, onsite inspections, and possible corrective actions by building owners if required.

More Information

WI Department of Commerce
www.commerce.state.wi.us/

WI Department of Natural Resources
www.dnr.wi.gov

Environmental Protection Agency (EPA)
www.epa.gov

Cross-Connection Control / Backflow Prevention
www.hydrodesignsinc.com/wiccc.html



City of Milton Water
Utility
430 E High Street #3
Milton, WI 53563
608-868-6905
www.milton-wi.gov

WI-KBRCCC-20110414
© 2011 Hydro Designs, Inc.

City of Milton Water
Utility
430 E High St #3
Milton, WI 53563
608-868-6905

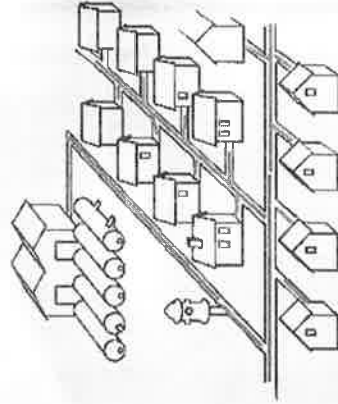


Drinking Water Information



Residential Water User Cross-Connection Hazards

Bathrooms & Kitchens



We're All Connected.....

Maintaining the integrity of your
public drinking water system.



Insights to protect your drinking water

Do...

- Keep the ends of hoses clear of all possible contaminants.
- Make sure dishwashers are installed with a proper "air gap" device.
- Verify and install a simple hose bibb vacuum breaker on all threaded faucets around your home.
- Make sure water treatment devices such as water softeners have the proper "air gap", which is a minimum of one inch above any drain.

Hose bibb Vacuum Breaker



Don't...

- Submerge hoses in buckets, pools, tubs, sinks or ponds.
- Use spray attachments without a backflow prevention device.
- Connect waste pipes from water softeners or other treatment systems directly to the sewer or submerged drain pipe. Always be sure there is a one inch "air gap" separation.

Air Gap



What is a Cross-Connection?

A cross-connection is an actual or potential connection between the safe drinking water (potable) supply and a source of contamination or pollution. State plumbing codes require approved backflow prevention methods to be installed at every point of potable water connection and use. Cross-Connections must be properly protected or eliminated.

How does contamination occur?

When you turn on your faucet, you expect the water to be as safe as when it left the treatment plant. However, certain hydraulic conditions left unprotected within your plumbing system may allow hazardous substances to contaminate your own drinking water or even the public water supply.

Water normally flows in one direction. However, under certain conditions, water can actually flow backwards; this is known as Backflow. There are two situations that can cause water to flow backward: back siphonage and backpressure.

Backsiphonage

May occur due to a loss of pressure in the municipal water system during a fire fighting emergency, a water main break or system repair. This creates a siphon in your plumbing system which can draw water out of a sink or bucket and back into your water or the public water system.

Backpressure

May be created when a source of pressure (such as a boiler) creates a pressure greater than the pressure supplied from the public water system. This may cause contaminated water to be pushed into your plumbing system through an unprotected cross-connection.

In the Bathroom - Hand Held Shower Fixture

The hand held shower fixture is compliant if:

- When shower head is hanging freely, it is at least 1" above top of the flood level rim of the receptor (tub)
- Complies with **ASSE#1014**
- Has the **ASME code 112.18.1** stamped on the handle



1" Minimum AIR GAP Above Tub From Fixture Outlet

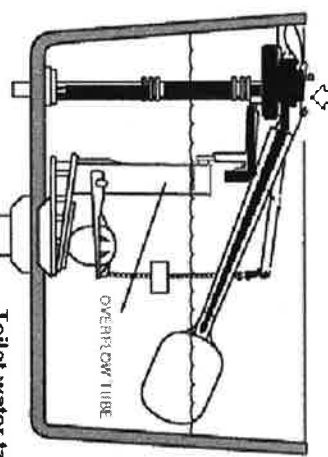
Bath Tub

In the Bathroom - Toilet Tanks

There are many unapproved toilet tank fill valve products sold at common retailers which do not meet the state plumbing code requirements for backflow prevention.

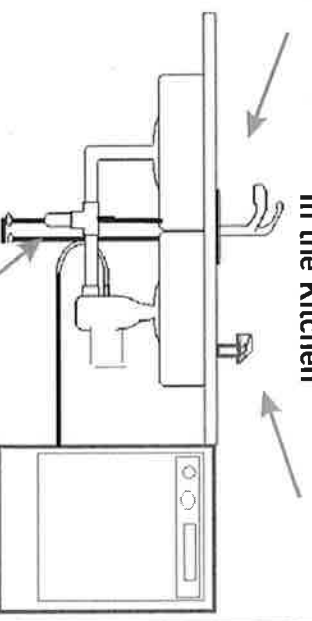
- Look for the **ASSE #1002** Standard symbol on the device and packaging
- Replace any unapproved devices with an **ASSE #1002** approved anti siphon ball-cock assembly. Average cost is typically \$12 to \$22 at home improvement stores
- Verify overflow tube is one inch below critical level (CL) marking on the device

ASSE #1002 Approved Ball Cock Assembly



Toilet water tank

In the Kitchen



Hoses and water treatment devices may create a potential backflow hazard if not properly isolated with backflow prevention methods.



Office of the City Administrator

To: Mayor Welch, Common Council Members
From: Al Hulick, City Administrator
Date: March 20, 2018
Subject: Discussion and Possible Action on an Amendment to the Developers Agreement with Forester Construction for the Red Hawk Farms Subdivision

Summary

In order to accommodate the request of the Developer (Forster Construction, LLC) to develop their 33 lot initial plat in two phases, the City and the Developer have amended their Development Agreement regarding Red Hawk Farms. The purpose of this development is to better address the timing and financial commitments for the development of their plat. The changes to not affect the overall plat or the number of lots that will be constructed, but allows for a variation in timing of development to occur.

Recommendation

The City Administration recommends the City Council approve the amendment to the Developers Agreement with Forster Construction, LLC for the development of Red Hawk Farms initial residential development plat.

**AMENDMENT OF MARCH 20, 2018 TO
DEVELOPER'S AGREEMENT OF DECEMBER 5, 2017**

WHEREAS, a Developer's Agreement was entered into between Forster Construction, LLC (hereinafter called "Developer") and the City of Milton (hereinafter called the "City") on December 5, 2017; and

WHEREAS, Developer wishes to revise the original Developer's Agreement to provide for the phasing and development of the Subdivision by lot number to better facilitate the construction of improvements required by the original Developer's Agreement; and

WHEREAS, the City Plan Commission having reviewed the proposed amendment and having recommended to the Common Council adoption of same; and

WHEREAS, the Common Council of the City of Milton having determined that it is appropriate to approve said amendment to facilitate the construction of the improvements required for the Subdivision of Developer.

THEREFORE, the original Developer's Agreement is hereby amended by amending Section II. A. and B. and adding Section XIII. as follows:

Section II. Dedication.

- A. Subject to all of the other provisions of this Agreement and the Exhibits hereto attached, the Developer shall, without charge to the City, upon completion of all of the above-described improvements **for each phase**, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, the Developer. The Developer agrees to file with the City an Irrevocable Letter of Credit from a lending institution approved by the City issued in favor of the City, prior to the commencement of construction, in an amount equal to the costs of all improvements plus ten percent **for each phase** in a form approved by the City Engineer and City Attorney. No construction shall commence until such a Letter of Credit is on file with the City. The Letter of Credit shall be in an amount sufficient to pay any costs incurred by the City for completion of all improvements (see Section I) to include all survey monuments in accordance with Section III herein. The Letter of Credit shall be released when the requirements of this Developer's Agreement are fulfilled or within fourteen months after final completion of improvements, whichever comes later. The Developer agrees to provide the City Engineer with the Statement of Costs discussed in Section III, which shall be approved by the City Engineer prior to furnishing the Letter of Credit. Dedication shall not constitute acceptance of any Improvement by the City. All improvements will be accepted by the City by separate resolution at such time as said improvements are in acceptable form and conform to City specifications after the issuance of an appropriate letter of acceptance by the City

Engineer. The City agrees to accept or reject any improvements within forty-five (45) days after the same are submitted to the City unless otherwise mutually agreed. The Developer agrees that the Public Improvements will not be accepted by the City until all outstanding charges to be paid by the Developer under the Ordinances have been paid in full and affidavits and lien waivers are received by the City indicating that all contractors (and subcontractors, laborers, materialmen, etc.) providing work, services or materials in connection with the Public Improvements haven't been paid in full for such work, services and materials.

The City further agrees to accept the assignment of Developer's interest in the Stormwater Facilities Easement Agreement dated December 7, 2017 between the Developer as Grantee and Pierce Farms, Inc. as Grantor dated December 7, 2017 when the stormwater facilities referenced in that agreement have been completed and approved by the City Engineer.

B. If at any time:

1. The Developer is in default of any aspect of this Agreement, or
2. The Developer does not complete the installation of improvements **in a phase** within one year after the commencement of the construction of the improvements (except for the final lift of asphalt as provided in Section I), unless extended by agreement or action of the Common Council, or
3. The Developer fails to maintain an adequate Letter of Credit with the City to pay the cost of uncompleted improvements in the Subdivision **phase**, or
4. The Letter of Credit on file with the City is dated to expire within sixty (60) days and in the reasonable judgment of the City Engineer, the improvements will not be accepted by the City within such sixty (60) day period and the same has not been extended, renewed or replaced upon the City's request.

The Developer shall be deemed to be in default and the City shall have the authority to draw upon the Letter of Credit provided the City shall first give Developer notice of such default and Developer shall fail to cure such default within thirty (30) days after receipt of such notice.

The lending institution providing the Letter of Credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said completion, or satisfaction cost, upon each and every lot in the **applicable Subdivision phase** payable in the next succeeding tax roll.

Section XIII. Phasing and Development.

The City agrees to allow the Developer to complete the installation of all improvements in the Subdivision in phases as indicated below. Provided, however, that improvements which are not physically located within the area of a specific phase which are necessary to serve the lots in that phase shall be installed as part of the improvements for that phase. Phasing of the subdivision shall be as follows:

Phase I
Lots 1-8
Lots 29-33

All surface water drainage improvements required by Section I. D.

Phase II
Lots 9-28

Except as otherwise set forth herein, all provisions of the Developer's Agreement of December 5, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

DEVELOPER:
FORSTER CONTRUCTION, LLC

By: _____

(Print Name) (Title)

STATE OF WISCONSIN)
) SS
COUNTY OF ROCK)

Personally came before me this _____ day of _____, 2018 the above-named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Rock County, WI
My Commission: _____

The obligations of Developer as stated above in this Amended Developer's Agreement are hereby personally guaranteed by the undersigned who state that they fully understand and accept the responsibilities of Developer.

Accepted pursuant to Resolution adopted by the Common Council of the City of Milton this _____ day of _____, 2018.

CITY OF MILTON

By: _____
Anissa Welch, Mayor

ATTEST:

By: _____
Leanne Schroeder, Clerk

Signatures of Anissa Welch and Leanne Schroeder authenticated on _____, 2018.

Mark A. Schroeder
Title: Member State Bar of Wisconsin

Approved as to form:

Attorney Mark A. Schroeder
City Attorney, City of Milton

