

**CITY OF VERONA**

**PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA**

**MONDAY, JANUARY 24, 2022**

**5:15 P.M.**

**VERONA CITY CENTER, ROOM D122**

**111 LINCOLN STREET**

**VERONA, WI 53593**

**Agenda Items**

1. Call to order.
2. Roll call.
3. Approval of the minutes of the December 13, 2021 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding Resolution R-22-009 for Relocation Order and determination of necessity related to Project 1204-08-72, USH 18 Auxiliary Lane.
5. Discussion and action regarding professional services agreement with General Engineering Company for cross connection inspection services.
6. Adjourn.

Evan Touchett  
Chairperson

*Notice is hereby given that a majority of the City Council may be present at the meeting of the Public Works/Sewer & Water Committee to gather information about a subject over which they have decision-making responsibility.*

POSTED: Verona City Hall  
Verona Library  
Miller's Market

ALL AGENDAS ARE POSTED ON THE CITY'S WEBSITE AT [www.ci.verona.wi.us](http://www.ci.verona.wi.us)

IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMMODATION TO ACCESS THE MEETINGS, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.

**CITY OF VERONA**

**MINUTES**

**PUBLIC WORKS/SEWER & WATER COMMITTEE**

**MONDAY, DECEMBER 13, 2021**

1. The meeting was called to order by Mr. Touchett at 5:17pm.
2. Roll Call: Present: Evan Touchett, Chad Kemp, Mara Helmke. Also present: Theran Jacobson, Director of Public Works; Carla Fischer, City Engineer, AECOM.
3. MOVED by Touchett, seconded by Helmke, to approve the minutes of the November 15, 2021 meeting of the Public Works/Sewer and Water Committee. Motion carried 3-0.
4. MOVED by Touchett, seconded by Kemp, to recommend approval of project closeout and change order no. 1 for Project 2020-109, N. Main Street water main replacement. Motion carried 3-0.
5. MOVED by Touchett, seconded by Helmke, to recommend approval of professional services agreement with MSA for Project 2021-108, USH 18/151 southbound auxiliary lane, in the amount not to exceed \$24,000.00. Motion carried 3-0.
6. MOVED by Touchett, seconded by Helmke, to recommend approval of professional services agreement with AECOM for Project 2022-106, 2022 storm water services, in the amount not to exceed \$64,090.00. Motion carried 3-0.

Touchett ask Jacobson when does this become a position internally for staff? Jacobson noted as part of the 2021 Public Works department re-organization that created the Utility Superintendent position certain tasks were re-delegated to balance workloads which included some of the stormwater tasks to our consultant. As part of this contract there are services we need to rely on the consultants but we are also going to implement more efficient documentation and inspection of City owned storm water management facilities. As the City grows, regulatory reporting requirements increase, storm water utility management maintenance projects needs increase a position will be justified and proposed as needed in the future.

7. MOVED by Touchett, seconded by Kemp, to recommend approval of professional services agreement with AECOM for Project 2022-108, Wildcat Way water main connection, in the amount not to exceed \$59,890.00. Motion carried 3-0.
8. MOVED by Touchett, seconded by Hemplke, to approval submittal of the 2021 Wisconsin Information System for Local Roads (WISLR) to Wisconsin Department of Transportation. Motion carried 3-0.
9. MOVED by Touchett, seconded by Kemp adjourn at 5:45pm. Motion carried 3-0.

Note: These minutes were prepared by Theran Jacobson, Director of Public Works. These minutes are based on the notes of the recorder and are subject to change at a subsequent meeting.

## **Public Works/Sewer & Water Committee**

Listed below is an explanation of the items on the Public Works/Sewer & Water Committee agenda.

### **Resolution R-22-009 for Relocation Order and determination of necessity related to Project 1204-08-72, USH 18 Auxiliary Lane.**

The City is working with Wisconsin Department of Transportation expand USH 18 between STH 69 and W. Verona Avenue / Epic Lane interchanges. The project requires the City to acquire property and property interests from adjacent landowners to expand and improve the highway. The resolution before the Common Council approves the overall easement exhibits, which is attached to the resolution, and allows City staff to work on acquisition of all properties within the Verona project limits.

The resolution also confirms two important statutory steps:

- First, the resolution acts as the City's relocation order for the project.
- Second, the resolution confirms that the project is necessary and for a public purpose.

Both of these steps are required for the City to acquire the property and property interests by condemnation, if that becomes necessary. In the near future, City staff will be providing documents to the Public Works Committee and Council to continue the acquisition process.

### **Item (5) Professional services agreement with General Engineering Company for cross connection inspection services.**

This agreement is for professional services to coordinate, inspect, and document potable water utility compliance for cross connection control program. This is a requirement from the Wisconsin Department of Natural Resources. GEC will administer all commercial, industrial, public authority, and multi-family residential meter classes and City staff will administer the residential classes.

The contract is to inspect 200 meters in 2022 at a cost not to exceed \$20,000.

**CITY OF VERONA  
RESOLUTION NO. R-22-009**

**RELOCATION ORDER AND DETERMINATION OF NECESSITY  
FOR UNITED STATES HIGHWAY 18 AUXILIARY LANE ROAD PROJECT**

Recitals

- A. This resolution shall constitute a Relocation Order pursuant to Wis. Stat. §§ 32.05(1) and 62.22 for the public improvement project described herein, and shall also constitute a determination of necessity for the project pursuant to Wis. Stat. § 32.07(2).
- B. The City of Verona hereby declares that it is necessary and a public purpose to lay out, relocate, and improve United States Highway 18 as shown on and described in the temporary limited easement exhibits attached hereto and incorporated herein as Attachment A (the “USH 18 Auxiliary Lane Road Project”).
- C. Pursuant to Wis. Stat. § 32.05(1)(a), Attachment A shows the old and new locations of United States Highway 18 and the lands and interests required for the USH 18 Auxiliary Lane Road Project.
- D. It is necessary and for a public purpose for the City of Verona to acquire easements to the property shown on and described in Attachment A for the USH 18 Auxiliary Lane Road Project.

Resolution

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Verona, Dane County, Wisconsin, do resolve as follows:

- 1. Pursuant to authority granted under the Wisconsin Statutes, including Wis. Stat. §§ 62.22 and 32.05, the Common Council approves and adopts this Relocation Order and Determination of Necessity, including Attachment A.
- 2. The USH 18 Auxiliary Lane Road Project shall be laid out and established to the lines and widths as shown on Attachment A.
- 3. The City Administrator, City Public Works Director, City Attorney, and such others as designated by the City Administrator and City Public Works Director are authorized and directed to pursue acquisition of the property interests shown on and described in Attachment A by condemnation in accordance with Chapter 32 of

the Wisconsin Statutes, if necessary, and to take all action that is necessary or required under state or federal law to acquire the property interests.

4. The City Clerk is directed to file a copy of this Relocation Order within 20 days with the Dane County Clerk pursuant to Chapter 32 of the Wisconsin Statutes.
5. This Relocation Order and Determination Necessity supersede and amend any previous orders, if any, issued by the City of Verona for the USH 18 Auxiliary Lane Road Project.
6. The representations and recitations set forth in Recitals are material to this Resolution and are hereby incorporated into and made a part of this Resolution as though they were fully set forth in this paragraph.

*The above and foregoing Relocation Order was adopted at a meeting of the City of Verona Common Council on January 24, 2022.*

By: \_\_\_\_\_  
Luke Diaz, Mayor

ATTEST:

By: \_\_\_\_\_  
Holly Licht, City Clerk

Attachment A – TLE Exhibits

ATTACHMENT A  
TEMPORARY LIMITED EASEMENT EXHIBITS

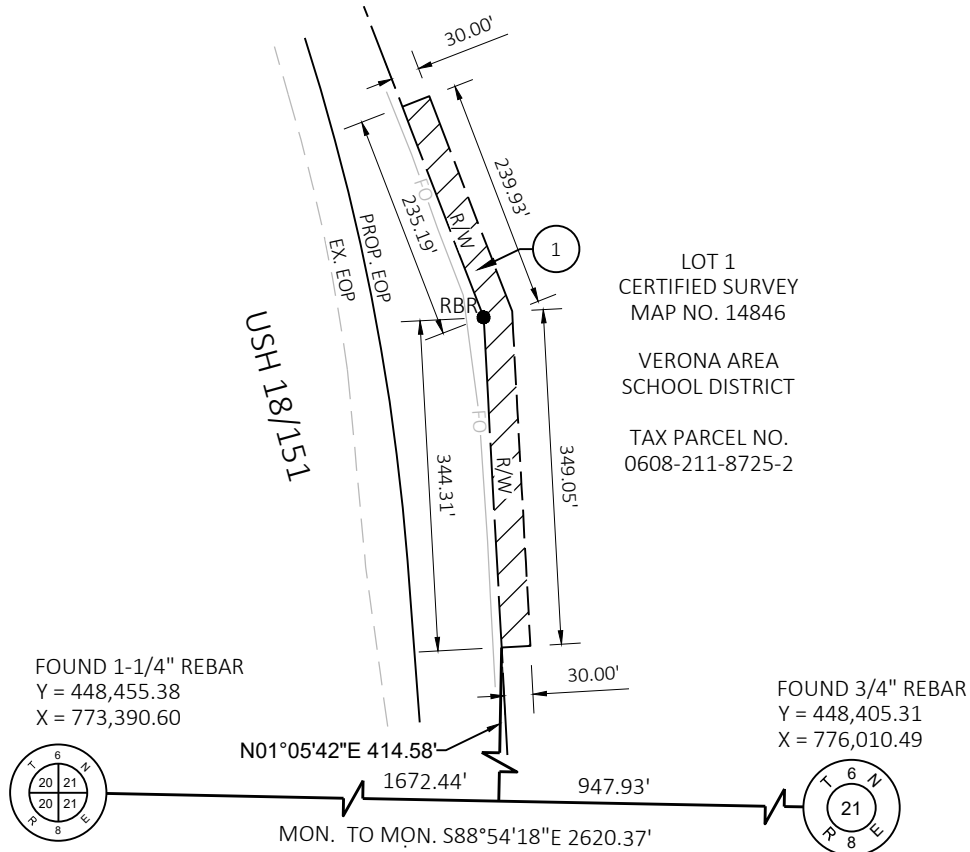
4

ABBREVIATIONS:  
 R/W = RIGHT-OF-WAY  
 TLE = TEMPORARY LIMITED EASEMENT  
 EX. EOP = EXISTING EDGE OF PAVEMENT  
 PROP. EOP = PROPOSED EDGE OF PAVEMENT  
 RBR = 3/4" REBAR

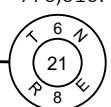
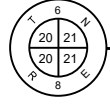
R/W PROJECT NUMBER: 1204-08-72      SHEET NUMBER: 1  
 TLE ACQUISITION EXHIBIT  
 MOUNT HOREB - MADISON  
 WEST VERONA AVE/EPIC LN TO STH 69      DANE COUNTY  
 USH 18  
 PART OF LOT 1, CERTIFIED SURVEY MAP NO. 14846, LOCATED IN THE SE1/4 OF THE  
 NW1/4 OF SECTION 21, T6N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

NOTES:  
 THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.  
 REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

THE PURPOSE OF THE TLE IS FOR GRADING AND SLOPING.



LOT 1  
 CERTIFIED SURVEY  
 MAP NO. 14846  
 VERONA AREA  
 SCHOOL DISTRICT  
 TAX PARCEL NO.  
 0608-211-8725-2



**SCHEDULE OF LANDS & INTERESTS REQUIRED**

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
1	VERONA AREA SCHOOL DISTRICT	TLE	17,527

**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
N/A	N/A	N/A

THIS MAP IS APPROVED FOR THE CITY OF VERONA.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME:

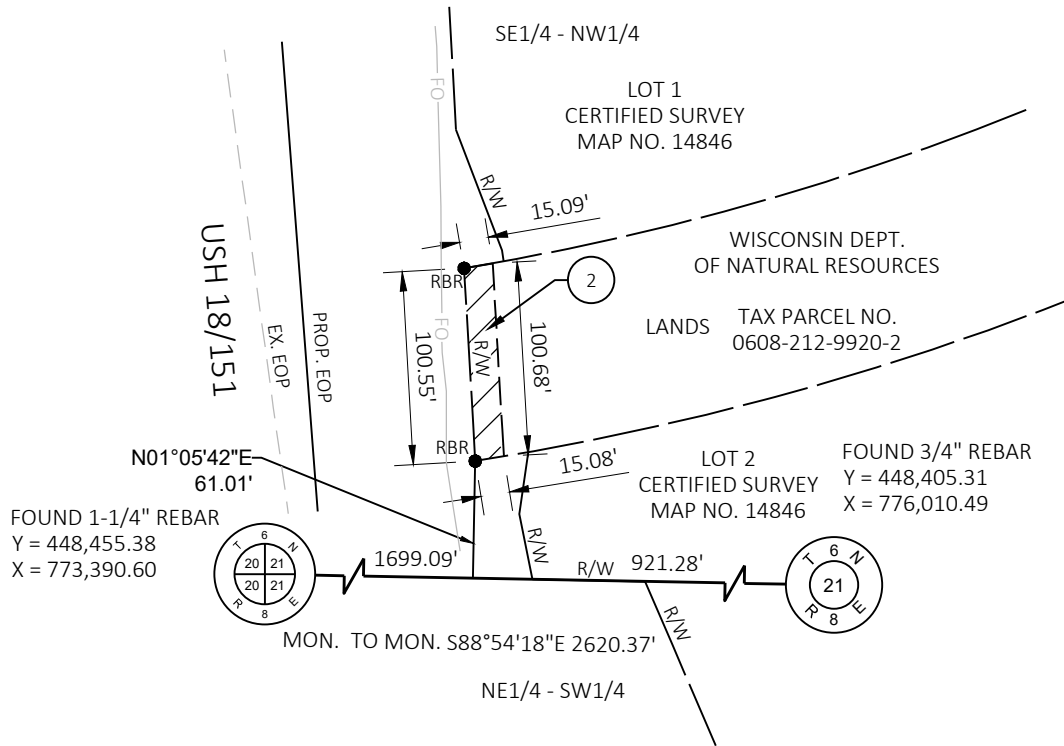
4

ABBREVIATIONS:  
 R/W = RIGHT-OF-WAY  
 TLE = TEMPORARY LIMITED EASEMENT  
 EX. EOP = EXISTING EDGE OF PAVEMENT  
 PROP. EOP = PROPOSED EDGE OF PAVEMENT  
 RBR = 3/4" REBAR

R/W PROJECT NUMBER: 1204-08-72 SHEET NUMBER: 2  
 TLE ACQUISITION EXHIBIT  
 MOUNT HOREB - MADISON  
 WEST VERONA AVE/EPIC LN TO STH 69  
 USH 18 DANE COUNTY  
 PART OF THE SE1/4 OF THE NW1/4 OF SECTION 21, T6N, R8E, CITY OF  
 VERONA, DANE COUNTY, WISCONSIN

NOTES:  
 THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.  
 REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

THE PURPOSE OF THE TLE IS FOR GRADING AND SLOPING.



**SCHEDULE OF LANDS & INTERESTS REQUIRED**

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY

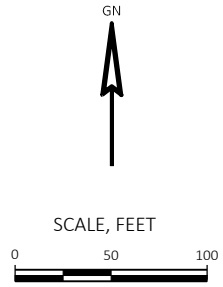
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
2	WISCONSIN DEPT. OF NATURAL RESOURCES	TLE	1,509

**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
N/A	N/A	N/A

THIS MAP IS APPROVED FOR CITY OF VERONA.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_





# PROFESSIONAL SERVICE AGREEMENT for CROSS CONNECTION CONTROL INSPECTION

This agreement, made and entered into this \_\_\_\_\_ (insert date) by and between the City of Verona, 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 as complete and accurate as possible, taking into consideration the inaccessible nature of water piping or access constraints within water user’s facilities.

## 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.

- Administrative work products include:
  - Provide cross connection manual, as requested
  - Press release, as requested
  - 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
  - Ordinance Updates, as requested
- 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 (physical and mailing, if different), facility type (commercial, industrial, public authority, etc.), contact person(s) and phone number(s).

**2.2 Facility Listing.** A listing of the municipality’s current inventory of required cross connection inspections included in the program are as follows:

<b>Facility Type</b>	<b>Responsibility</b>	<b>Number of Sites</b>
Residential	Municipality	----
Commercial (small business, industrial, public authority, and multi-residential)	GEC	~200/year

**2.3 Inspection Terms.** GEC will perform small commercial inspections, industrial/large commercial inspections, and public/institutional inspections. Pursuant to ordinance updates, large public/institutional/industrial may perform cross connection control surveys/inspections at their own expense and such surveys shall be reviewed/certified by GEC.

**2.4 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) additional costs incurred in meeting new or changed government regulations or reporting requirements
- (b) program correspondence as specifically directed by the municipality.
- (c) changes to Program Administration as mutually agreed upon by GEC and the municipality.

**2.5 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.** Services by GEC under this Agreement shall be automatically renewed on a yearly basis, unless this Agreement is terminated or otherwise reconditioned due to changes in scope of services.

**3.3 Termination.** The Municipality or GEC may terminate this Agreement 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 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:

**5.1 Program Administration.** These services shall be completed for an annual not to exceed total of **\$1,000** based on current regulations, program requirements and current facility listing.

**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 **\$85/hour**, with a minimum of a half hour per inspection.

**5.4 Public/Institutional Inspections.** These services shall be completed on a per hour basis at **\$85/hour**.

**5.5 Large Facility Inspections.** These services shall be completed, per specific municipality direction, on a per hour basis at **\$85/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)	\$155/hr.
Cross Connection Survey Inspector	\$85/hr.
Master Plumber	\$85/hr.
Field Technician w/ Tracemaster Locator (if required)	\$72.50/hr.
Administrative staff	\$45/hr.

**5.7 Expenses.** Copy, print and processing expenses necessary for conducting of the above-referenced services will be included in the Program Administration fee.

**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: \_\_\_\_\_  
Luke Diaz, Mayor

By: Mark Jankowski  
Mark Jankowski  
Director of Inspection Services

Date: \_\_\_\_\_

Date: 1/3/22

By: \_\_\_\_\_  
Holly Licht, City Clerk

Date: \_\_\_\_\_