



**OFFICIAL MEETING PACKET OF THE
PUBLIC WORKS & UTILITY COMMITTEE**

**CHAIRPERSON/TRUSTEE JON ZIEGLER PRESIDING
PUBLIC WORKS DIRECTOR MICHAEL WODALSKI; STAFF ADVISOR**

This regular monthly meeting of the Public Works & Utility Committee, composed of five (5) appointed members, will convene, during the 21st session of the elected Board of Trustees, at ***Weston Municipal Center, which is located at 5500 Schofield Avenue, Weston, on MONDAY, February 10, 2020, at 4:30 p.m.***



**Village of Weston, Wisconsin
ATTENTION – NOTICE OF PUBLIC MEETING**

Meeting: **PUBLIC WORKS & UTILITY COMMITTEE**

Members: **Hubbard, Jensen, Priebe, Zeyghami, Ziegler**

Ex-Officio: **Donner, Wodalski**

Date/Time: **Monday, February 10, 2020, at 4:30 p.m.**

Location: **Weston Municipal Center, 5500 Schofield Avenue, Weston, WI 54476**

Agenda: **The agenda packet will be sent out 3 days prior to the meeting.**

Attendance: Committee members, Department Directors, and other guests, please indicate if you will, or will not, be attending so we may determine in advance if there will be a quorum with an RSVP to the Staff Advisor(s):

<u>RSVP:</u>	Michael Wodalski	Keith Donner
	mwodalski@westonwi.gov	kdonner@westonwi.gov
	(715) 359-6114	(715) 359-6114

PLEASE NOTE THE FOLLOWING INFORMATION:

This notice was posted at the Municipal Center, and on the Village's website at www.westonwi.gov, and was emailed to local media outlets (Print, TV, and Radio) on 2/05/2020 @ 2:33 pm.. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above-noticed meeting to gather information. Should a quorum of other government bodies be present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993). Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting.

Any person who has a qualifying disability, as defined by the Americans with Disabilities Act, requiring that meeting or material to be in an accessible location or format, must contact the Weston Municipal Center at 715-359-6114, so any necessary arrangements can be made to accommodate each request.



VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN OFFICIAL MEETING AGENDA OF THE PUBLIC WORKS & UTILITY COMMITTEE

TO THE HONORABLE TRUSTEE JON ZIEGLER AND FOUR (4) APPOINTED MEMBERS OF THE PUBLIC WORKS COMMITTEE: The following items were listed on the agenda in the Village Clerk's Office, in accordance with Chapter 2 of the Village's Municipal Code and will be ready for your consideration at the next regular meeting of the Public Works Committee which has been scheduled for MONDAY, FEBRUARY 10, 2020 @ 4:30 P.M., in the **Large Conference Room**, at the Weston Municipal Center.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) might attend the above-noticed meeting to gather information. Should a quorum of other government bodies be present at this meeting it would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553, 494 N.W.2d 408 (1993). No official actions other than those of the Public Works Committee shall take place.

Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting.

AGENDA ITEMS

1. Meeting called to order by Committee Chair Ziegler.
2. Welcome, introductions and acknowledgement of guests.
3. Roll Call by Recording Secretary – Tom Hubbard, John Jensen, Matthew Priebe, Hooshang Zeyghami {VC}, Jon Ziegler {C},
4. [Approval of 01/13/20 minutes.](#)
5. Public Comments.
6. Acknowledgement of water and sewer permits and applications.
None.

ACKNOWLEDGE WORK PRODUCT TRANSMITTALS

EDUCATION, PRESENTATIONS, AND REPORTS

7. [Sanitary Sewer Master Plan Presentation](#)

POLICY DISCUSSIONS AND RECOMMENDATIONS

8. [Amend Chapter 66 Solid Waste, Sections 66.121 through 66.124 to add language for Weston Yard Materials Recycling Center and Compliance Assurance Plan.](#)
9. [Zinser Street Utility Extension – Change Order #1](#)
10. [Capital Improvement Plan Scoring](#)
11. [Disposition of Surplus Property](#)
12. [Outsourcing of Utility Bill Printing and Mailing](#)
13. [Wayfinding Signs: Request for Proposals](#)



VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN OFFICIAL MEETING AGENDA OF THE PUBLIC WORKS & UTILITY COMMITTEE

RESOLUTIONS/ORDINANCES

14. Resolution No. 2020-002 for special assessments for street improvements for the Weston School Neighborhood East Reconstruction Project

FUTURE ITEMS

15. Next meeting date(s):
 - a. Monday, March 9, 2020 @ 4:30 p.m. Regular Meeting
 - b. Monday, April 13, 2020 @ 4:30 p.m. Regular Meeting
 - c. Monday, May 11, 2020 @ 4:30 p.m. Regular Meeting
 - d. Monday, June 8, 2020 @ 4:30 p.m. Regular Meeting
 - e. Monday, July 13, 2020 @ 4:30 p.m. Regular Meeting
 - f. Monday, August 10, 2020 @ 4:30 p.m. Regular Meeting
16. Topics for future meetings
 - a. Special Assessment hearing on 3/9 for Weston School Neighborhood Reconstruction
17. Remarks from Administrator
18. Remarks from Staff
 - a. Sanitary Sewer Rate
19. Remarks from Committee members.
20. Announcements.

ADJOURNMENT BY 6 P.M.

Village of Weston, Wisconsin
OFFICIAL MEETING MINUTES OF THE PUBLIC WORKS & UTILITY COMMITTEE
Monday, January 13, 2020, at 4:30 p.m.

AGENDA ITEMS

1. Meeting called to order by Vice-Chairman Zeyghami at 4:30 pm

2. **Welcome, introductions and acknowledgement of guests.**

None.

3. **Roll Call by Recording Secretary**

Jon Ziegler {C}	Present By Phone
Hooshang Zeyghami {VC}	Present
John Jensen	Present
Matthew Priebe	Present
Tom Hubbard	Excused

4. **Approval of 12/09/19 minutes.**

M/S/P Jensen/Priebe: to approve the minutes from the meeting 12/09/19 meeting as presented.

Yes Vote: 4 No Vote: 0 Abstain: 0 Not Voting: 0 Result: Pass

John Ziegler	Yes
Hooshang Zeyghami	Yes
John Jensen	Yes
Matthew Priebe	Yes
Tom Hubbard	Excused

5. **Public Comments.**

None.

6. Acknowledgement of water and sewer permits and applications.

None.

ACKNOWLEDE WORK PRODUCT TRNASMITTALS

7. Village of Weston Housing Assessment Report

Wodalski indicated at the PC/CDA Meeting one item discussed at length was sewer water extensions and trying to look forward on the impact of growth. Zeyghami asked if this was based on population. Donner indicates yes, because in the less densely populated areas you have to run lengths of piping longer and it becomes expensive.

8. Sanitary Sewer Master Plan Update Final Report

Wodalski indicates next month Clark Dietz will go more in detail. We wanted to share this before any presentation on it. This would include several projects that mention the sewer study and how its related.

9. Stormwater Quality Management Plan Update Grant Award

Wodalski received official word in December from the DNR we received the grant funds.

M/S/P Jensen/Priebe: acknowledge receipt of DNR grant.

Yes Vote: 4 No Vote: 0 Abstain: 0 Not Voting: 0 Result: Pass

John Ziegler	Yes
Hooshang Zeyghami	Yes
John Jensen	Yes
Matthew Priebe	Yes
Tom Hubbard	Excused

EDUCATION, PRESENTATIONS, AND REPORTS

None.

POLICY DISCUSSIONS AND RECOMMENDATIONS

10. Street Light Policy Discussion

Wodalski said we talked at the December meeting about 2 street lights to be put up. The policy references the Public Safety Committee, but it has now been changed to reflect the Public Works Committee.

M/S/P Priebe/Jensen approved revised reference in policy to reflect Public Works Committee.

Yes Vote: 4 No Vote: 0 Abstain: 0 Not Voting: 0 Result: Pass

Member Present:

Jon Ziegler	Yes
Hooshang Zeyghami	Yes
John Jensen	Yes
Matthew Priebe	Yes
Tom Hubbard	Excused

11. Capital Improvement Plan Project Scoring

Wodalski passed out scoring sheet and project summaries last meeting. Everyone did their scoring of the projects. A few projects were left off the list.

Asphalt overlays are reserved funds for future, but not specifically planned streets. If maintenance has to be done on the street, it would be a good idea to overlay to get it through the time frame.

Wodalski asked if anyone had questions on the projects. Zeyghami asked if the Camp Phillips and Ross Avenue projects are just Village projects. Wodalski said in order to get the County to pitch in they want the projects authorized. Zeyghami thinks they should pay their fair share. Donner said we would be subject to their scoring and processes as well. Zeyghami asked if we were going to set up meeting with them. Donner said we have to get in their Capital Improvement list and state the project.

Priebe asked Wodalski for more detail on how old the machinery is, how rusty, large or continued repairs/services, etc. Wodalski said the mechanics do a lot of minor repairs with blown hydraulic hoses, belts, etc. and those are not documented well. We are trying to get this all up and running to keep track of. Priebe said that some of the equipment may be older but in better shape than others. Donner indicated we didn't replace things for quite some time, so we had trucks that were unsafe. Priebe said the front-end loader that is bouncy could also have some other mechanical problems and we would blindly be issuing it a number if we didn't have all the information. Wodalski agreed that we will work on having more information for the equipment including hours of operation.

Ryan Street Utility Crossing – the main goal is to loop the water main and have a 2nd crossing of Eau Claire River for growth opportunity on the north side. The Housing study has these areas with much potential, but without having sewer/water in those areas limits what can be done. Ryan Street Lift Station was set up to handle that kind of flow into it. There is only one crossing right now and if something were to happen to that one crossing, it would not work well for us. Wodalski said that if we were to expand, we would apportion some of the cost to the community. The Phase 1 expansion is complete and the Phase 2 will build it up more. The permit renewal date is quite a ways out. Zeyghami indicates that right now that section has private waste water going into the ground, so he thinks it has to be done.

Scada System Upgrades – we last updated this in 2012 and it was never fully completed. In the last year we have upgraded radios and antennas so they are talking to each other. Summit tower was not showing up and not transmitting signals, so the tower overflowed several times and flooded residents' back yards. This is a great way

for the staff to monitor the system and have remote access. If we put in the lift stations, we reduce the time going to lift stations to just grab run times. The electrical components have to be upgraded as well to get more reliable readings.

Storm Water Remodeling – this is already under way. Some projects are already being implemented. This is DNR requirement and we have our grant as well. Zeyghami asked if we had the check yet and Wodalski said we have to spend it first and get reimbursed. The goal of the study would analyze water quality.

Tanya Tricia Lift Station – there is grease build up and it loses prime (suction power) and we have to prime the pipe. We would make sure the station is more liable and less likely for sewer backups. We could possibly remove the lift station or just replace it if that is the best solution.

Camp Phillips Rd Well #7 – master plan shows the next 5-10 years the Village will have to have additional capacity of 1,000,000 gallons of water a day. In the not so near future, we will need more water to be pumped. The well is also listed on the Tiff 1 project plan, so we may be able to use some Tiff funds for the project.

Bloedel Well – there is iron and manganese levels which exceeds standards. This is a project to address for water quality concerns. Water quality happens on the western part of the utility service by these two wells and this would get them cleaned up and provide better quality water.

Alta Verde Well – this well has water capacity deficiencies.

End Loader #32 – we purchased this 6 years ago. We have had hydraulic problems and have been working with John Deer dealer. Iowa plant individuals came up for a week and made it function better, but there is still hydraulic lags and staff avoids using it. Primarily used for Ryan Street for leaf and brush pick up. Proposal would be refuse/recycling fund would pay for any difference in funds. Employee are fatigued and sore after using it, so once it is replaced staff may not be getting beat up any longer.

Mobile Column Hoists – mechanics have been utilizing equipment so both men can be using hoists on vehicles. Not always ideal to have everyone on creepers in limited work space. Mobile lifts could be wheeled to our new facility.

Skid Steer #34 – 27 years old. This has increased mechanical problems and lifting capacity issues. Tracked skid steer instead of wheeled would go off terrain. Rink attachment would be able to be run by our skid steer, reduce outside rental charges. Priebe suggested they look at the track issued, as they are know to have boggy wheel issues where you have to replace them every 2-3 years. Priebe suggested we talk to some landscapers to get their perspective and indicates it is expensive to replace those boggy wheels.

One-Ton Truck #21 – this has a rusted out box and it is 14 years old. Possibility of getting wing plow for making cul-da-sac plowing quicker. This is a pre-wetting truck at the beginning and ending of winter.

Pick-Up Truck #55 – this is the sign truck. Could have an auger attachment, man-lift possibility, where we would no longer have to take hand-held auger. During the summer

we use this regularly. This truck also is used to haul barricades out. This has the arrow board on it as well.

Plow Truck #69 – in 2020 it will be 15 years old. Problems with auger and spinner speeds. This is the last of the original trucks from when we first started our replacement plans. During the first snow fall truck broke down and we had to take grader out and scrape roads. It has a lot of nuisance problems where it is out for 2-3 hours at a time. We are looking at a 2nd grader in fleet instead of replacement truck. The grader would be able to really scrape.

Wing Plow Loader #38 – we use 2 loaders for plowing. #32 has front plow with it and wing plow for streets. The Wing Plow can plow the entire roadway. The more we can plow before the traffic packs it down, the less salt we have to use.

Grader #26 – 19 years old. If we do replace it with another grader this may not be necessary. It is still a good machine, not much wrong with it.

Pick Up Truck #2 – rust and general body work deterioration issues. Has the exterior diesel fuel tank on it that we use to go out and fill up equipment such as end loader and bull dozer. We would like to have similar diesel tank on it.

Dump Truck #28 – 30 years old. No longer useful and is used at Ryan Street mainly. It is manual transmission and we would like to go to automatics.

End Loader #14 – oldest loader we have, 26 years old. It has no major mechanical issues or hydraulic issues on this piece. Older it gets the more likely these issues will pop up.

Mini Excavator – this is on our wish list. During winter months the brush head is used daily. This is used extensively and with a second would allow us to do more projects. Priebe asked if the second one would be used more. Wodalski indicates that we have to rent one for the summer months. Priebe asked if it is necessary where we would use every day. Wodalski said it is on the wish list.

Bucket Truck #111 – this is the only one that has an aerial lift in it. We use it for tree trimming, changing lights, etc. The pully system and crane are used for pulling pumps at lift stations and it has an auger for post holes. With some modification we would be able to spin off water valves up and down instead of having to manually turn them.

Quad Axle Truck #15 – replacement of 2012. In 2011 we ran into the situation where newest plow truck was 6 years old. We should try to set a replacement order where we would replace every other year a truck and not have to replace them all at one time. This would make it less daunting on the replacement schedule like we have done the last 7 years.

Quad Axle Truck #15 – it is 17 years old. It does not have much maintenance issues and this may be one we want to replace in the next 5 years.

Volkman Multi-Use Plan – DNR Stewardship Grant. A connection to the DC Everest Jr High. The Village of Rothschild is working on as well. This would help people maneuver off pavement route for kids going to school and neighbors walking.

Weston School Neighborhood – this is in the design phase. We had Public Meeting last Thursday. Roads are on the low end and the water main is 50 years old. The normal age of replacement is 60 years. We have had freezing issues on Timber as well. Hydro-excavating in that area. This past Spring we had issues with water ponding, so we had to set up pumps on Arrow and Sunset to get the water off the street.

2020 Ross/Camp Phillips and Schofield and Ryan Studies – staff and trustees are getting questions on this. Potential improvements at those locations. Issues with left hand turns at Ross/Camp Phillips. It is a blind left turn at times with the trucks running. Swiderski Development on East Gate Apartments is a secondary entrance to the Business Park which takes a long time to get out onto Schofield Avenue. This would be an improvement enhancing functions in those areas.

Crestwood Acres Neighborhood – Randy Jay, Rodney, Kirk, Douglas, and East Everest has poor drainage. This street had to be pumped as service lateral leak was under street.

Curb Repairs – these are no longer functioning and may be where water runs, freezes, and expands continually. It creates hazard for plow drivers as the plow can catch and it can spin the truck and do damage to the plows. Donner asked if time of year we are pouring makes a difference. Raczkowski said he believes it is the concrete mixture, not the time of the year they are pouring.

Schofield Ave Repairs (Birch Street/Camp Phillips) – a lot of these joints we have to do patch materials at this time of the year. Freezing and thawing temperatures creates these road hazards. Last year right in front of Christian Book Store we had 3 residents blow out tires.

Birch Street (Cross Pointe/Shorey Avenue) – this would improve the biking and walking along this route. Black ice develops and last spring we had drainage issues where we had to ditch the entire road. A gap in the water main would loop the water main. Fire flow deficiencies in the utilities system. This should help if we loop the water main. We would put a multi- use pad down the road. We did submit a local road improvement program this fall. Zeyghami suggested it go all the way to Weston Ave.

Kramer Lane (Trotzer to Gusman) – this road is in poor condition. This would be joint project with Town of Weston to repave what is there. We may want to look at utility service to run up that side of Kramer. We could also look at doing a transfer of funds from one project to another.

Shorey Avenue – roads show some rutting. They are narrow roadway, so if we would repave wider. This would also take care of some drainage issues. Zeyghami asked if this would accommodate bicycles. Wodalski said yes.

East Jelinek and Von Kanel – poor conditions. If we loop water main on East Jelinek. Traffic uses this as a cut through.

Howland Avenue – poor conditions with rutting and heaving. When it got installed, all they did was take the stumps and dump them under the road. Intersection at Kramer

and Ross. Preliminary talks with Town of Weston, they voted it down. We are looking at Ross Avenue, Riverbend and Quentin Streets.

Birch Street/Jelinek Avenue – poor pavement conditions and we could increase better accommodations for pedestrians.

Ferge/Delonay Reconstructon – Ferge Street is also the location of sanitary sewer interceptor routes for Schofield Ave so televising that was done couple years ago identified several sags in the line. We need to make sure we don't have flat spots and we may look at storm water basin in this area.

Northwestern Avenue – this would be a pavement enhancement and add multi-use path. Zeyghami asked if City of Wausau put multi-use path in when they redid road. Wodalski indicates they just made the road a little wider.

Everest Ave Reconstruction – this would be a corridor connection with Volkman and Alta Verde Streets with a pedestrian path between Junior and Senior High Schools. Water system in that area was built in 60's so we are getting up there with the age of the sanitary sewer. This was older block construction and we may have some deterioration and need to align those.

Fuller Street Reconstruction – complete reconstruction between Ross and Schofield. Have potential realignment with old costs, fire flow deficiencies in Saxon area, potential need for upgrades for businesses, also non-motorized routes through there too.

1 Ton Truck #31 – plowing of cul-de-sac, concrete repairs, riser ring hauling.

Wodalski asked the Committee to review with the additional information and have the changes to him at least a week before the next meeting.

RESOLUTIONS/ORDINANCES

12. None.

FUTURE ITEMS

13. **Next meeting date(s):**

- | | |
|--|-----------------|
| a. Monday, February 10, 2020 @ 4:30 p.m. | Regular Meeting |
| b. Monday, March 9, 2020 @ 4:30 p.m. | Regular Meeting |
| c. Monday, April 13, 2020 @ 4:30 p.m. | Regular Meeting |
| d. Monday, May 11, 2020 @ 4:30 p.m. | Regular Meeting |
| e. Monday, June 8, 2020 @ 4:30 p.m. | Regular Meeting |
| f. Monday, July 13, 2020 @ 4:30 p.m. | Regular Meeting |

14. **Topics for future meetings**

- g. Capital Improvement Plan
- h. Sanitary Sewer Rate Review

15. Remarks from staff

- a. Weston School Neighborhood Public Information Meeting Follow Up

Wodalski indicated last Thursday we had the neighborhood meeting. It went well. People did meet with us after the meeting and indicated this may be good for the sidewalks to be put in. People don't want to snow blow and sand the sidewalks. Wodalski indicated we will be getting assessments together for driveway approaches, looking at elevations of road and storm water, curb and gutter, water quality and looking at storm water going in the ditch.

16. Remarks from Committee members.

Priebe asked where we are at water metering. Wodalski indicates you can sign up for Aqua Hawk. You can set parameters where you will be notified of water issues. Priebe asked about monthly billing. Wodalski indicated there doesn't appear to be a high interest in it and we could consider it down the line. Wodalski also indicated we have PSN (Payment Service Network) which you can set up on-line payments or request email copies of your bills.

17. Announcements.

None.

ADJOURNMENT BY 5:57 P.M.

Yes Vote: 5 No Vote: 0 Abstain: 0 Not Voting: 0 Result: Pass

Jon Ziegler	Yes
Hooshang Zeyghami	Yes
John Jensen	Yes
Matthew Priebe	Yes
Tom Hubbard	Excused

REQUEST FOR CONSIDERATION

PUBLIC MTG/DATE:	Public Works & Utility Committee / February 10, 2020
DESCRIPTION:	An Ordinance to Amend Chapter 66 Solid Waste, Sections 66.121 through 66.124 to add language for Weston Yard Materials Recycling Center and Compliance Assurance Plan.
FROM:	Jennifer Higgins, Director of Planning and Development / Zoning Administrator Valerie Parker, Planning Technician
QUESTION:	Should the Public Works & Utility Committee accept the amendment as proposed by staff?

Background

This summer, following some issues of people illegally dumping materials at our Ryan Street yard materials site, we were requested to modify our Solid Waste ordinance to specifically address this topic. Also, it was noticed that we do not have the State required Compliance Assurance Plan within this ordinance, and so it has been added.

ATTACHED DOCS:	Draft Ordinance No. xx-xxx
COMMITTEE ACTION:	None.
FISCAL IMPACT:	The cost of the publication of the required ordinance.
RECOMMENDATION:	Planning Technician and Director/Zoning Administrator recommends approval.

RECOMMENDED LANGUAGE FOR OFFICIAL ACTION

I Move to Recommend the BOT Approve/Deny the Proposed Ordinance Amendment

ADDITIONAL ACTION:	Ordinance to be taken to BOT – 02/17/2020 (Staff) Action taken on Ordinance – 02/17/2020 (BOT) Approved Ordinance sent to Daily Herald for Publication (Staff)
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Chapter 66

SOLID WASTE*

Sec. 66.100. Title.

Sec. 66.101. Purpose.

Sec. 66.102. Interpretation.

Sec. 66.103. Severability.

Sec. 66.104. Statutory Authority, Applicability and Administration.

Sec. 66.105. Definitions.

Sec. 66.106. Storage of Solid Waste.

Sec. 66.107. Separation of Recyclable Materials.

Sec. 66.108. Separation Requirements Exempted.

Sec. 66.109. Care of Separated Recyclable Materials.

Sec. 66.110. Management of Lead Acid, Nickle Cadmium, Lithium-ion Batteries, Major Appliances, Waste Oil, Used Oil Filters, Oil Absorbent Materials with Visible Free-Flowing Oil, Electronics and Yard Waste.

Sec. 66.111. Responsibilities of Residential Unit Owners and Occupants.

Sec. 66.112. Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

Sec. 66.113. Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

Sec. 66.114. Responsibilities of Occupants of Multi-Family Dwellings and Non-Residential Facilities and Properties.

Sec. 66.115. Exterior Storage Standards for Multiple-Family Dwellings and Non-Residential Facilities and Properties.

Sec. 66.116. Prohibitions on Disposal of Recyclable Materials Separated for Recycling.

Sec. 66.117. Dumping Garbage, Refuse and Waste.

[Sec. 66.118. Disposal of Building Wastes.](#)

[Sec. 66.119. Right to Reject Materials.](#)

[Sec. 66.120. Scavengers Prohibited.](#)

[Sec. 66.121. Weston Yard Materials Recycling Center](#)

[Sec. 66.12~~1~~2. Residential Composting.](#)

[Sec. 66.123. Compliance Assurance Plan \(CAP\)](#)

[Sec. 66.12~~3~~4. Enforcement.](#)

* **Cross References**--Buildings and Building Regulations, Chapter 14; Health and Sanitation, Chapter 38; Vehicles giving offensive odor or noise or spilling loads Chapter 38, § 38.101; Mobile Homes, Chapter 46; Nuisances, Chapter 50; Rubbish on streets and sidewalks, Chapter 70 § 70.102; Utilities, Chapter 86.

State Law References--Solid waste facilities generally, Wis. Stats. § [289.01](#) et seq.

Chapter 66

SOLID WASTE

Sec. 66.100. Title.

Refuse and Recycling Ordinance for the Village of Weston.

(Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.101. Purpose.

The purpose of this Ordinance is to regulate the accumulation, separation and disposal of solid waste within the Village and to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in Wis. Stats. §§ [287.09](#) and [287.11](#) and Wisconsin Administrative Code [NR Chapter 544](#).

(Ord. of 8-22-1994, § 1(1); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.102. Interpretation.

In their interpretation and application, the provisions of this Ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by Statute. Where any terms or requirements of this Ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this Ordinance is required by Statute, or by a standard in Wisconsin Administrative Code [NR Chapter 544](#) and where the Ordinance provision is unclear, the provision shall be interpreted in light of the Statutes and the Wisconsin Administrative [Code NR Chapter 544](#) standards in effect on the date of the adoption of the Ordinance, or in effect on the date of the most recent text amendment to this Ordinance.

(Ord. of 8-22-1994, § 1(17); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.103. Severability.

Should any portion of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.

(Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.104. Statutory Authority, Applicability and Administration.

This Ordinance is adopted under Wis. Stat. § [287.09\(2\)](#). It is intended to apply to all persons within the Village and its provisions shall be administered by the Board, and/or other Village officials designated by the Board.

(Ord. of 8-22-1994, § 1(2); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.105. Definitions.

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Ordinance, except where the context clearly indicates a different meaning.

- (1) “**Automotive engine oil**” has the meaning given in Wis. Stat. § [287.15\(1\)\(a\)](#).
- (2) “**Bi-metal container**” means a container for beverages that is made primarily of a combination of steel and aluminum.
- (3) “**Collector**” means a person, firm or corporation licensed to collect, dispose of and/or market recyclable and/or non-recyclable solid waste within the Village.
- (4) “**Composting**” means biological degradation and transformation of organic solid waste under controlled conditions designed to promote aerobic decompositions and includes vermicomposting.
- (5) “**Container board**” means corrugated paperboard used in the manufacture of shipping containers and related products.
- (6) “**Foam polystyrene packaging**” means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - is designed for serving food or beverages;
 - consists of loose particles intended to fill space and cushion the article in a shipping container;
 - consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- (7) “**Free liquids**” means liquids which readily separate from the solid portion of waste under ambient temperature and pressure.
- (8) “**Glass container**” means a glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups,

- dishes, light bulbs, mason jars, oven ware, plate glass, safety and window glass, heat resistant glass such as Pyrex, lead based glass such as crystal, or TV tubes.
- (9) “**HDPE**” means high density polyethylene. NOTE: Plastic containers made of HDPE and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “2.”
 - (10) “**LDPE**” means low density polyethylene. NOTE: Plastic containers made of LDPE and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “4.”
 - (11) “**Magazines**” means magazines and other materials printed on similar paper.
 - (12) “**Major appliance**” means a residential or commercial air conditioner, clothes washer, clothes dryer, dishwasher, freezer, microwave oven, oven, stove, refrigerator, furnace, boiler, dehumidifier or water heater.
 - (13) “**Multiple-family dwelling**” means a property containing 5 or more residential units, including those which are occupied seasonally, and all residential facilities that do not meet the definition of “residential unit.”
 - (14) “**Newspaper**” means a newspaper and other materials printed on newsprint.
 - (15) “**Non-recyclable post-consumer waste**” means solid waste for which there exists no commercially demonstrated method of resource recovery. It does not include solid waste generated in the production of goods, hazardous waste as defined in Wis. Stat. § [291.01\(7\)](#), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stat. § [289.01\(17\)](#).
 - (16) “**Non-residential facilities and properties**” means commercial, retail, industrial, institutional and governmental facilities and properties. It includes any location at which goods or services are provided or manufactured, including locations under construction, demolition or remodeling, or used for special events such as, but not limited to, fairs, festivals, port venues, conferences and exhibits.
 - (17) “**Office paper**” means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.
 - (18) “**Oil filter**” means a filter for automotive engine oil.
 - (19) “**Oil absorbent materials**” means materials that are used to absorb waste oil.

- (20) “**Other resins or multiple resins**” means plastic resins regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) and having a triangular symbol with number “7.”
- (21) “**Person**” includes any individual, corporation, limited liability company, partnership, association, local governmental unit as defined in Wis. Stat. § [66.0131\(1\)\(a\)](#), state agency or authority or federal agency.
- (22) “**PETE**” or “**PET**” means polyethylene terephthalate. NOTE: Plastic containers made of PETE and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “1.”
- (23) “**Plastic container**” means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale. A plastic container includes those made of PETE (#1), HDPE (#2), PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7).
- (24) “**Postconsumer waste**” means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stat. § [291.01\(7\)](#), waste from construction and demolition of structures, scrap automobiles or high-volume industrial waste as defined in Wis. Stat. § [289.01\(17\)](#).
- (25) “**PP**” means polypropylene. NOTE: Plastic containers made of PP and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symptom with number “5.”
- (26) “**PS**” means polystyrene. NOTE: Plastic containers made of PS and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symptom with number “6.”
- (27) “**PVC**” means polyvinyl chloride. NOTE: Plastic containers made of PVC and regulated under Wisconsin Administrative Code [Chapter ATCP 137](#) will have a triangular symbol with number “3.”
- (28) “**Recyclable materials**” or “recyclable solid waste” is defined by Wisconsin Administrative Code § ATCP 137.02(9) , and includes items that are banned from land disposal and incineration pursuant to Wis. Stat. § [287.07](#). These items include, but are not limited to, lead acid, nickel cadmium, and lithium-ion batteries, major appliances, waste oil, yard waste, waste tires, aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, bi-metal containers, used oil filters, oil absorbent materials with visible signs of free-flowing oil and electronic devices listed in Wis. Stat. § [287.07\(5\)](#).
- (29) “**Residential unit**” means each single family residence and each two to four unit residence within the Village under one property tax parcel.

- (30) “**Solid waste**” means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded or salvageable materials, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include solids or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Wis. Stat. [Chapter 283](#), or source material as defined in Wis. Stat. § [254.31\(10\)](#), special nuclear material as defined in Wis. Stat. § [254.31\(11\)](#), or by-product material as defined in Wis. Stat. § [254.31\(1\)](#).
- (31) “**Solid waste facility**” means a facility for solid waste treatment, solid waste storage or solid waste disposal, and includes commercial, industrial, municipal, state and federal establishments or operations such as, without limitation because of enumeration, sanitary landfills, dumps, land disposal sites, incinerators, transfer stations, storage facilities, collection and transportation services and processing, treatment and recovery facilities. This term includes the land where the facility is located. This term does not include a facility for the processing of scrap iron, steel or nonferrous metal using large machines to produce a principal product of scrap metal for sale or use for re-melting purposes. This term does not include a facility which uses large machines to sort, grade, compact or bale clean wastepaper, fibers or plastics, not mixed with other solid waste, for sale or use for recycling purposes. This term does not include an auto junk yard or scrap metal salvage yard.
- (32) “**Solid waste treatment**” means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. “Treatment” includes incineration.
- (33) “**Village’s contracted collector**” means a person, firm or corporation specifically contracted by the Village to collect, dispose of and/or market certain recyclable materials and/or post-consumer waste from residential units.
- (34) “**Waste oil**” means any petroleum-derived or synthetic oil that has been used or spilled.
- (35) “**Waste tire**” means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- (36) “**Yard waste**” means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

(Ord. of 8-29-1988, § 1; Ord. of 8-22-1994, § 1 (3); Ord. of 5-2-1997, § 1(a); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Cross References--Definitions generally, § 1.101.

Sec. 66.106. Storing of Solid Waste.

Any accumulation of solid waste on any premises in the Village is declared to be a nuisance and is prohibited. The owner is responsible for the timely removal and proper disposal of solid waste from the owner's premises. Upon failure to remove the nuisance after written notice to the owner, the Village may cause the nuisance to be removed and disposed of at the owner's expense. The Village shall collect from the owner all costs associated with removal and disposal of the nuisance. All unpaid charges and fines will be placed on the tax roll.

(Code 1982 §6.07(8); Ord. of 1-24-2013; Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.107. Separation of Recyclable Materials.

All persons who generate or dispose of solid waste within the Village shall separate the following recyclable materials from non-recyclable solid waste:

- (1) Aluminum containers;
- (2) Bi-metal containers;
- (3) Corrugated paper or other container board;
- (4) Foam polystyrene packaging;
- (5) Glass containers;
- (6) Magazines (and other materials printed on similar paper);
- (7) Newspaper (and other materials printed on similar paper);
- (8) Office paper;
- (9) Plastic containers;
- (10) Steel containers;
- (11) Electronic devices listed in Wis. Stat. § [287.07\(5\)](#);
- (12) Lead acid batteries;
- (13) Major appliances;
- (14) Yard waste;

- (15) Waste tires;
- (16) Used oil filters;
- (17) Waste oil;
- (18) Oil absorbent materials with visible signs of free-flowing oil.

(Ord. of 8-22-1994, § 1(4); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.108. Separation Requirements Exempted.

The separation requirements of Sec. 66.107 do not apply to the following:

- (a) Persons who send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Sec. 66.107 from solid waste in as pure a form as is technically feasible.
- (b) Solid waste burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
- (c) A recyclable material specified in Sec. 66.107 for which a variance has been granted by the Department of Natural Resources under Wis. Stat. § [287.11\(2m\)](#) or Wisconsin Administrative Code [Chapter ATCP 137.02\(9\)](#).

(Ord. of 8-22-1994, § 1(5); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.109. Care of Separated Recyclable Materials.

To the greatest extent practicable, recyclable materials separated in accordance with Sec. 66.107 shall be clean and kept free from contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to: household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner that protects them from wind, rain and other inclement weather conditions.

(Ord. of 8-22-1994, § 1(6); Ord. of 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.110. Management of Lead Acid, Nickel Cadmium, and Lithium-Ion Batteries, Major Appliances, Waste Oil, Used Oil Filters, Oil Absorbent Materials with Visible Free-Flowing Oil, Electronics and Yard Waste.

Occupants of residential units, multiple-family dwellings and non-residential facilities and properties shall arrange for the proper collection and disposal of lead acid, nickel cadmium, and

lithium-ion batteries, major appliances, waste oil, used oil filters, oil absorbent materials with visible free-flowing oil and electronics with a collector at the occupant's request and expense, except occupants of residential units may contact the Village's contracted collector for curbside removal and disposal of lead-acid batteries and containerized waste oil at no additional expense. Yard waste may be disposed of at the Weston Municipal Yard Materials site, removed by a collector at the occupant's request and expense, or composted pursuant to Sec. 66.121.

(Ord. of 8-22-1994, § 1(7); Ord. 3-20-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.111. Responsibilities of Residential Unit Owners and Occupants.

- (a) Except as otherwise directed by the Village, owners and occupants of residential units shall follow the preparation and collection of recycling materials as adopted by Board resolution to meet vendor and market conditions.
- (b) All residential units shall be provided a wheeled recycling cart and a wheeled non-recyclable post-consumer waste cart by the Village's contracted collector. Provided carts are to be maintained by the residential unit owners and occupants in a good, clean and sanitary condition and shall not be removed from the premises by the residential unit owner or occupant. These carts shall be water tight and fly-proof at all times. Covers shall be kept tightly on the carts to prevent materials from blowing or spilling. The carts will be rented to each residential unit and paid for in accordance with Wis. Stat. § [287.093](#). A service fee shall be placed on the tax roll, as a special charge, per dwelling unit.
- (c) Properly prepared bi-metal containers, container board, foam polystyrene packaging, glass containers, HDPE, LDPE, magazines, newspaper, other resins or multiple resins, PETE, plastic containers, PP, PS, PVC and aluminum cans within the recycling cart shall be collected at curbside according to a schedule set by the Village. The recycling cart shall not be placed at the curbside collection point sooner than the night before the day of collection, and no later than 6:00 a.m. on the day of collection. The cart shall be removed from the collection point within 12 hours after collection. In order to prevent carts from being an obstruction to snowplows, carts are prohibited from being placed within the roadway. The Village will not be responsible for carts that are damaged due to being struck by Village snowplows.
- (d) Non-recyclable post-consumer waste contained within a non-recyclable cart shall be collected at curbside according to a schedule set by the Village. Overflow refuse bags containing non-recyclable post-consumer waste shall be collected at curbside if the bag weighs less than 50 pounds and an overflow sticker is attached to the bag. Overflow stickers may be purchased from the Village. The non-recyclable cart and any overflow bags shall not be placed at the curbside collection point sooner than the night before the day of collection, and no later than 6:00 a.m. on the day of collection. The cart and any uncollected solid waste shall be removed from the collection point within 12 hours after collection. In order to prevent carts from being an obstruction to

snowplows, carts are prohibited from being placed within the roadway. The Village will not be responsible for carts that are damaged due to being struck by Village snowplows.

- (e) No person shall place the following materials at the curbside collection point for collection by the Village's contracted collector unless the person has made separate arrangements for the collection at the person's own expense:
 - (1) Non-separated recyclable and non-recyclable post-consumer waste;
 - (2) Hazardous waste as defined in Wis. Stat. § [291.01\(7\)](#);
 - (3) Paint or stain (latex-based paint cans can go in the trash, as long as contents in can are dried out);
 - (4) Flammable liquid;
 - (5) Explosives;
 - (6) Chemicals;
 - (7) Carcasses;
 - (8) Home generated sharps unless they are deposited in an FDA approved sharps collection container;
 - (9) Infectious waste as defined by Wis. Stat. § [287.07\(7\)\(c\)1.c](#), and other waste that contains or may be mixed with infectious waste;
 - (10) Automotive parts or accessories;
 - (11) Metal;
 - (12) Yard waste;
 - (13) Tires;
 - (14) Major appliances;
 - (15) Lead acid, nickel cadmium, and lithium-ion batteries unless prior arrangements are made with the Village's collector;
 - (16) Used oil filters;
 - (17) Oil absorbent materials with visible signs of free-flowing oil;

- (18) Waste oil unless prior arrangements are made with the Village's collector;
- (19) Electronic devices listed in Wis. Stat. § [287.07\(5\)](#);
- (20) Items that do not fit within the provided cart unless the items are placed in overflow refuse bags that weigh less than 50 pounds and an overflow sticker purchased from the Village is attached to each bag.

(Ord. of 8-29-1988, § 2; Ord. of 8-22-1994, § 1(8); Ord. of 1-24-2013; Ord. 3-20-2014)
[Amended via Ord. No 15-027, 11/18/2015; Amended via Ord. No. 18-015, 6/23/2018]

Sec. 66.112. Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

- (a) The owner of a multi-family dwelling shall arrange for the removal of non-recyclable post-consumer waste and recyclable materials specified in Sec. 66.107(1) through (10) from the multi-family dwelling at the owner's expense. The owner or designated agent of a multi-family dwelling shall provide adequate separate containers for the disposal of both non-recyclable post-consumer waste and those recyclable materials specified in Sec. 66.107(1) through (10). A non-recyclable post-consumer waste container of at least 95 gallons shall be provided per dwelling unit. Dumpsters may be provided using this size equivalency, such that an eight-unit dwelling would require at least a four-yard dumpster, a ten-unit dwelling would require at least a six-yard dumpster, etc. The owner or designated agent of a multi-family dwelling shall also provide recyclable material containers of at least the same size as the non-recyclable post-consumer waste containers. Non-recyclable post-consumer waste shall be removed and disposed of by a collector at the owner's expense at least once each week. Recyclable materials specified in Sec. 66.107(1) through (10) shall be removed by a collector at the owner's expense at least once every other week. To ensure compliance, the owner of a multi-family dwelling shall provide the Village with a copy of its current collection contract within five (5) business days of a written request from the Village.

The owner or designated agent may apply in writing for a special exception from the Village's Planning and Development Department regarding the minimum size of containers. The Village may grant a special exception if the applicant clearly shows that the ordinance requirement creates an unnecessary hardship and granting the special exception will not harm the public interest or undermine the purpose of this ordinance. The Village reserves the right to revoke the special exception at any time, for any reason.

- (b) The owner or designated agent of a multi-family dwelling shall do all of the following:

- (1) Provide adequate, separate containers for the recyclable materials specified in Sec. 66.107(1) through (10);
 - (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established on-premises recycling program, which materials are collected, and how to prepare the materials in order to meet the processing requirements and collection methods;
 - (3) Provide educational materials to tenants with resources on proper disposal options for recyclable materials described in Sec. 66.111(e);
 - (4) Provide for the collection of the recyclable materials specified in Sec. 66.107(1) through (10), separated from the non-recyclable post-consumer waste, and the delivery of the recyclable materials to a recycling facility; and
 - (5) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods, or sites, location and hours of operation, and a contact person or company, including a name, address and telephone number.
- (c) The requirements specified in (a) do not apply to the owner or designated agent of a multi-family dwelling if the post-consumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Sec. 66.107 from solid waste in as pure a form as is technically feasible.

(Ord. of 8-22-1994, § 1(11); Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.113. Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

- (a) The owner of non-residential facilities and properties shall arrange for the removal of solid waste and collection of separated recyclable materials specified in Sec. 66.107 (1) through (10) from their property at their expense. The owner or designated agent of non-residential facilities and properties shall provide adequate separate containers for the disposal of non-recyclable post-consumer waste and recyclable materials specified in Sec. 66.107(1) through (10), and shall provide resource information on how and where to dispose materials specified in Sec. 66.111(e). Non-recyclable post-consumer waste shall be removed and disposed of by a collector at the owner's expense at least once each week. Recyclable materials specified in Sec. 66.107(1)

through (10) shall be removed by a collector at the owner's expense at least once every other week. To ensure compliance, the owner of non-residential facilities and properties shall provide the Village with a copy of its current collection contract(s) within five (5) business days of a written request from the Village.

The owner or designated agent may apply in writing for a special exception from the Village's Planning and Development Department regarding the minimum size of containers. The Village may grant a special exception if the applicant clearly shows that the ordinance requirement creates an unnecessary hardship and granting the special exception will not harm the public interest or undermine the purpose of this ordinance. The Village reserves the right to revoke the special exception at any time, for any reason.

- (b) The owner(s) or designated agent(s) of non-residential facilities and properties shall do all of the following:
 - (1) Provide adequate, separate containers for the recyclable solid waste specified in Sec. 66.107(1) through (10);
 - (2) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established on-site recycling program, which materials are collected, and how to prepare the materials in order to meet the processing requirements and collection methods;
 - (3) Provide educational materials to all users, tenants and occupants of the properties with resources on proper disposal options for recyclable materials described in Sec. 66.111(e).
 - (4) Provide for the collection of the materials specified in Sec. 66.107 (1) through (10), separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility; and
 - (5) Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods, or sites, location and hours of operation, and a contact person or company, including a name, address and telephone number.
- (c) The requirements specified in (a) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of

Natural Resources that recovers for recycling materials specified in Sec. 66.107 from solid waste in as pure a form as is technically feasible.

(Ord. of 8-22-1994, § 1(12); Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.114. Responsibilities of Occupants of Multi-Family Dwellings and Non-Residential Facilities and Properties.

In addition to the responsibilities set forth in Sec. 66.107, 66.109 and 66.110, occupants of multi-family dwellings and non-residential facilities and properties shall, at their expense, arrange for the proper collection and disposal of their solid waste that is not post-consumer waste, such as hazardous waste, paint, stain, flammable liquid, explosives, chemicals, carcasses, home generated sharps, infectious waste, automotive parts or accessories, etc. This obligation does not relieve the owner of said premises from liability under Sec. 66.106 for the accumulation of solid waste on the owner's premises. The owner is responsible for the timely removal and proper disposal if the occupant fails to do so. The Village shall collect from the owner all costs associated with removal and disposal of the nuisance. All unpaid charges and fines will be placed on the tax roll. The owner's recourse, if any, will be against the occupant.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.115. Exterior Storage Standards for Multiple-Family Dwellings and Non-Residential Facilities and Properties.

- (a) All exterior storage of recyclable and non-recyclable containers, within multiple-family dwellings and non-residential facilities and properties, shall be placed and maintained within a three-sided enclosure and enclosed on the fourth side with a gate to contain garbage, refuse, waste, recycling and other debris. The enclosure shall further meet all of the requirements as specified in Section 94.12.06(2).

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015; Ord. No 17-011, 4/19/2017]

Sec. 66.116. Prohibitions on Disposal of Recyclable Materials Separated for Recycling.

No person may dispose of any recyclable materials as defined by Sec. 66.105(28), in a solid waste disposal facility.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.117. Dumping Garbage, Refuse and Waste.

- (a) No person may deposit, throw, discard, place or abandon any solid waste upon any street, court, lane, alley, business square, public enclosure, vacant lot, house yard, body of water, or any place, except in a container intended for that purpose. No person shall disturb the contents of any recyclable or non-recyclable waste container. No person shall remove any item from recyclable or non-recyclable carts or other waste containers located on private premises without the consent of the occupant of the premises.
- (b) No person shall deposit or leave any recyclable or non-recyclable solid waste in any garbage container belonging to another person without first securing permission to use such container for disposal purposes.
- (c) Recyclable and non-recyclable containers placed at public waste sites, public parks and other public areas within the Village are intended to be used for the disposal of recyclable and non-recyclable post-consumer waste generated at, and associated with, the use of the public facility being served by those containers. No person shall deposit or leave any recyclable or non-recyclable post-consumer waste at any public wayside or park within the Village unless the recyclable or non-recyclable post-consumer waste was generated upon the premises being served by that container and in connection with the use of the public facility.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.118. Disposal of Building Wastes.

All solid waste resulting from the remodeling, construction or reconstruction of a building or structure, roadway or sidewalk shall be disposed of by the owner at the owner's expense.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.119. Right to Reject Materials.

The Village's contracted collector may reject any recyclable material or non-recyclable post-consumer waste that is not prepared according to this Ordinance or the policies adopted by the Board.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.120. Scavengers Prohibited.

All recyclable materials and non-recyclable post-consumer waste placed at the roadside for collection by the collector shall be deemed the property of the Village and no person may disturb or remove any such items.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.121. Weston Yard Materials Recycling Center.

Depositing of items by commercial business and/or non-residents of the Village of Weston is prohibited.

(a) Brush and tree limb deposit site. No dumping of rocks, dirt, stumps, treated lumber, building materials and landscaping materials (such as landscaping timbers, concrete blocks, etc.).

(b) Grass, plant, and leaf deposit site. No dumping of plastic or other non-biodegradable bags or containers.

Sec. 66.12~~1~~2. Residential Composting.

- (a) Composting in all residential zoning districts shall be conducted within an enclosed container not to exceed five-feet by five-feet by five-feet for lots less than forty-thousand (40,000) square feet and two (2) five-foot by five-foot by five-foot containers for lots forty thousand (40,000) square feet to one hundred twenty thousand (120,000) square feet. Containers shall be of a durable material including, but not limited to, rot-resistant wood or a commercially purchased composting unit which will provide for adequate aeration. Containers shall be constructed and maintained in a structurally sound manner.
- (b) The compost container(s) shall be located in the rear yard no closer than ten (10) feet to any rear or side property line nor closer than twenty(20) feet to any habitable building, other than the resident(s)' own home.
- (c) Only grass clippings, leaves, weeds that have not gone to seed, non-diseased plants, trimmings less than one-fourth inch in diameter, straw, sawdust, wood ashes, fruit or vegetable scraps, coffee grounds, egg shells, paper, and commercially available compost ingredients may be placed in the compost container(s). Meat, bones, fat oils, grease, dairy products, feces, plastics or synthetic fibers shall not be placed in the compost container(s).

- (d) Compost materials shall be layered, aerated, moistened, turned, managed and covered during inclement weather to promote effective decomposition of the materials in a safe, secure and sanitary manner.
- (e) All compost containers and/or compost materials not in compliance with this section shall be declared a public nuisance and are subject to enforcement and abatement as provided in Sec. 66.122 of this Ordinance.

(Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

Sec. 66.123. Compliance Assurance Plan (CAP).

Purpose: This policy will establish standard guidelines that will lead to compliance with the Village of Weston's Recycling Ordinance.

The Planning & Development Department is responsible for enforcing the Village of Weston's recycling ordinance. Village of Weston's staff and personnel shall follow the guidelines identified in this Compliance Assurance Plan (CAP) in response to issues associated with recycling and solid waste. This plan is intended to meet the requirements of s. NR 544.04 (9g), Wis. Adm. Code, as well as Village of Weston's recycling ordinance.

Example 1:

Problem: Property found to have no methods for recycling in place.

Compliance Strategy:

1st Response: Recycling coordinator shall send a letter to property owner reminding them of the requirement to comply with local recycling ordinances. Other educational materials will also be provided as needed.

2nd Response: Recycling coordinator shall send a letter to property owner giving them 30 days to comply with local recycling ordinances. Copy of letter shall be sent to citation officer.

After 30 days has passed, recycling coordinator shall inspect property to determine if property is in compliance with ordinance. If found to be non-compliant, citation officer shall issue the property owner a citation per code.

Example 2:

Problem: Unacceptable materials found mixed with recyclables.

Compliance Strategy: Recycling route driver shall notify resident by tagging the recycling cart and leave at curb.

Continued occurrences shall result in letter issued by the recycling coordinator. If compliance is not achieved, citation officer shall issue a citation per code.

Example 3:

Problem: Recyclable materials found in trash.

Compliance Strategy: Garbage route driver shall collect material and leave current recycling educational materials.

Continued occurrences shall result in letter issued by the Recycling coordinator. If compliance is not achieved, citation officer shall issue a citation per code.

Sec. 66.12~~24~~. Enforcement.

- (a) For the purpose of ascertaining compliance with the provisions of this Ordinance, any authorized officer, employee or representative of the Village or the Everest Metro Police Department may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Village or the Everest Metro Police Department who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
- (b) Any person who violates a provision of this Ordinance may be issued a citation by the Village or the Everest Metro Police Department to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance of law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this section.
- (c) Penalties for violating this Ordinance may be assessed as follows:
 - (1) Any person who violates a provision of this Ordinance, except Section 66.116, may be required to forfeit not less than \$10.00 nor more than \$1,000.00 for each violation.
 - (2) Any person who violates Section 66.116 may be required to forfeit \$50.00 for a first violation, \$200.00 for a second violation, and not more than \$2,000.00 for a third or subsequent violation;
 - (3) The forfeiture and penalties provided in this section shall not be construed as prohibiting other methods of enforcing this Ordinance, including, but not limited to, penalties provided for in Sec. 1.111, injunctions and other forms of relief available to the Village.

(Ord. of 8-29-1988, § 6.075(6); Ord. of 8-22-1994, § 1(15); Ord. of 3-20-2014; Ord. of 10-24-2014) [Amended via Ord. No 15-027, 11/18/2015]

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 2/10/2020
Description:	Zinser Street Utility Extension – Change Order #1
From:	Michael Wodalski, Director of Public Works
Question:	Should the Public Works Committee Recommend approving Change Order #1 for an increase in contract price of \$3,685.00?

Background

The change order being requested is for the additional time and materials related to:

- Installation of adjusting rings on the existing sanitary manhole that was not initially planned, however they had deteriorated to a point where replacement was necessary,
- Installation of a new 12” water valve and valve box,
- Extra time required for digging around communication lines not initially shown on the plan set.

Staff concurs with the recommendation letter from Becher Hoppe as several items initially proposed by the contractor were negotiated down or completely out of the change order.

Attached Docs:	- Becher Hoppe letter and associated Change Order Documents
Committee Action:	Committee originally approved the construction contract
Fiscal Impact:	There is a net increase to the construction cost of \$3,685.00
Recommendation:	Staff recommendation is to approve the Change Order

Recommended Language for Official Action

I move to recommend to the Village Board approval of Change Order #1 for the Zinser St Utility Extension Project.

Or, Something else

Additional action:



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

February 3, 2020

Mr. Michael Wodalski, PE
Director of Public Works
Village of Weston
5500 Schofield Ave
Weston, WI 54476

Subject: Zinser Street Utility Extension – Change Order #1

Dear Michael:

Enclosed herewith is a change order associated with Jake's Excavating & Landscaping LLC for work on the Zinser Street Utility Extension. The change order is for the addition of plastic adjusting rings, installation of a new 12" water valve and valve box and extra time for communication lines not shown on the plan set.

I agree with the requested change order items.

Sincerely,

A handwritten signature in black ink that reads "Matthew Patterson". The signature is fluid and cursive, with the first and last names being the most prominent.

Matthew Patterson, PE
Project Engineer

MRP/III

Enclosures

cc: Josh Swenson, Village of Weston Utility Superintendent



Jake's Excavating & Landscaping LLC

N10633 Lake Road
Ironwood, MI 49938
(906)285-7109

Change Order 1 – Zinser Street & Western Ave. Intersection
Approved by Inspector on-site

1. 10" of plastic adjusting rings
Adjust existing manhole = \$150
1-Chimney Seal = \$235
1-Tube glue = \$25
1 Hour each x 2 laborers @ \$85/hour each = \$170
Total = \$580
2. Install new 12" water valve supplied by City. Jake's Excavating supplied labor and mega lugs and gaskets.
1 Hour each x 2 laborers @ \$85/hour each = \$170
2 Mega lugs and gaskets = \$250
1 Hour large excavator = \$185
1 New 12" valve box and base = \$250
Total = \$855
3. 1 new valve box and base for existing valve
Total = \$250
4. ~~Remove existing and dispose of old 14" x 23" elliptical pipe 48" @ \$12/foot = \$576~~
~~Purchase and install new 14" x 23" elliptical pipe 48" @ \$65/foot = \$3120~~
~~Total = \$3696~~
5. North end of Zinser Street intersection – 4 communication lines that needed to be crossed to install Sewer that created conflicts digging. These were not shown or indicated on drawings, as per specs. This resulted in a liability for Jake's and extra time.
\$500 ~~\$1000~~ per line crossing @ 4 lines = ~~\$4000~~ \$2000
Total = ~~\$4000~~ \$2000

CHANGE ORDER 1 TOTAL = ~~\$9381.00~~ \$3685.00

CHANGE ORDER

No: 1

PROJECT:	Zinser Street Utility Extension		
DATE OF ISSUANCE:	January 9, 2020	EFFECTIVE DATE:	January 9, 2020
OWNER:	Village of Weston	OWNER's Contract No.:	N/A
ENGINEER:	Becher-Hoppe Associates, Inc. Wausau, WI	ENGINEER'S Contract No.:	2019.025
CONTRACTOR:	Jake's Excavating & Landscaping LLC Ironwood, MI		

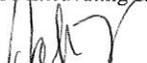
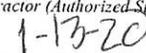
You are directed to make the following changes in the Contract Documents.

Description: 1. Provide and install 10" of plastic adjusting rings, install new 12" water valve (supplied by Village of Weston), install and supply mega lugs and gaskets for 12" valve, supply and install new valve box for existing valve, and work around 4 communications lines that were not located on plan sheets.

Reason for Change Order: 1. The village requested the 10" of plastic adjusting rings, installation of the new 12" water valve, new valve box. The communication lines were not located on the plan sheets, resulting in unexpected extra time to work around the communications lines.

Attachments: Jakes Excavating & Landscaping LLC Change Order 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$196,909.75	Substantial Completion: November 15, 2019
	Ready for final payment: November 29, 2019
	<i>days or dates</i>
Net change from previous Change Orders No. 1 to No. 2	Net change from previous Change Orders No. 0 to No. 0
\$0.00	0
	<i>days</i>
Contract Price prior to this Change Order	Contract times prior to this Change Order
\$196,909.75	Substantial Completion: November 15, 2019
	Ready for final payment: November 29, 2019
	<i>days or dates</i>
Net Increase of this Change Order	Net Increase of this Change Order
\$3,685.00	
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$200,594.75	Substantial Completion: November 15, 2019
	Ready for final payment: November 29, 2019
	<i>days or dates</i>

RECOMMENDED:	APPROVED:	ACCEPTED:
Becher-Hoppe Associates, Inc.	Village of Weston	Jake's Excavating & Landscaping LLC
By: 	By: _____	By: 
<i>Engineer (Authorized Signature)</i>	<i>Owner (Authorized Signature)</i>	<i>Contractor (Authorized Signature)</i>
Date: January 9, 2020	Date: _____	Date: 

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 2/10/2020
Description:	Discussion on Capital Improvement Plan Prioritization for Public Works and Utilities
From:	Michael Wodalski, Director of Public Works
Question:	Ranking of CIP Projects for Public Works and Utilities

Background

The Public Works Committee had been tasked with scoring the Public Works related projects for the Capital Improvement Plan to help determine project prioritization. Public Works Management staff also ranked the projects utilizing the same scoring metrics. The results of the rankings for each group and then combined ranking are presented below.

Enterprise Funds		Committee Rank	Staff Rank	Combined Rank
Project Name				
1	Utility Crossings of River at Ryan St	4	3	4
2	SCADA Upgrades	2	6	5
3	TMDL Modeling	1	1	1
4	Trisha/Tonya Lift Station	6	5	6
5	Well #7 - Camp Phillips Road	3	3	2
6	Bloedel Well Iron/Mang Removal	4	2	2
7	Utility Van 88			

Public Works - Equipment		Committee Rank	Staff Rank	Combined Rank
Project Name				
1	End Loader 32	10	4	8
2	Mobile Column Hoists	9	10	10
3	Skid Steer	7	6	7
4	One Ton Truck 21	2	10	5
5	Pickup Truck 55 (Sign Truck)	6	4	3
6	Plow Truck 69 Replacement	4	1	1
7	Wing For Loader 38	12	6	9
8	Grader	2	3	1
9	Pickup Truck 2	8	13	11
10	Tri-Axle Truck 28 Replacement	1	9	3
11	Replacement 1-Ton Dump Truck #31	13	12	13
12	End Loader 14	4	8	5
13	Mini Excavator	15	16	15
14	Bucket Truck 111 Replacement	14	15	14
15	Plow Truck 10 Replacement			
16	Quad Axle Truck 15 (2023)	11	13	12

REQUEST FOR CONSIDERATION

	Public Works - Streets	Committee Rank	Staff Rank	Combined Rank
	Project Name			
1	Volkman St Multi-Use Path	3	16	9
2	Weston School Neighborhood Reconstruction	3	1	1
3	2020 Intersection Studies	9	14	12
4	Crestwood Acres - (Rodney/Kirk/Douglas	2	2	1
5	2020 Curb Repairs	13	12	13
6	2020 Asphalt Overlays			
7	2020 Schofield Ave Repairs (Birch to X)	7	5	5
8	Birch St (Cross Pointe to Shorey)	1	4	3
9	Kramer Ln - Gusman to Trotzer	5	2	4
10	2021 Asphalt Overlays			
11	Shorey Ave - X to Heeren	17	17	18
12	E Jelinek and Von Kanel	14	11	13
13	Howland Ave (Brolta to CTH X)	15	13	15
14	2022 Asphalt Overlays			
15	Ross Ave and Kramer Ln (River Bend to	11	6	7
16	Birch St (Jelinek to Com Cen Dr)	10	9	9
17	Ferge and Delonay Reconstruction	17	14	16
18	Northwestern Ave (CTH X to Town/Wausau	16	17	17
19	2023 Asphalt Overlays			
20	Intersection Improvement CTH X/Ross	6	8	6
21	Everest Ave Reconstruction	12	7	9
22	Fuller St (Ross to Schofield Ave)	7	10	7

There are certain projects and areas where the committee and staff rankings were consistent/identical and then other projects where there were vastly different rankings. The more noticeable ones are for equipment and some of the street projects.

It is important we discuss some of those discrepancies at the meeting so we can understand where each other is coming from. The initial reaction is perhaps staff and the committee may have different interpretations of a project need or importance based on the information that was presented to the committee.

Also, one of the challenges appears to be the equipment and how some of those items score based on the way the criteria is set up. We would like to get the feedback from the committee on what they think went well and what we could do to improve the CIP ranking process moving forward.

Our next step will be to put these projects in rank order and put financial projections together for the next 5 years. That will then help us see how we may need to space out projects or what would be considered an affordable annual project amount.

REQUEST FOR CONSIDERATION

Attached Docs:

Committee Action: Committee has discussed the proposed CIP projects at previous meetings in 2019

Fiscal Impact: Approximate costs for each project is listed in the proposed CIP Document. Financial projections will be the next step in the process.

Recommendation: Staff recommendation is to come to a conclusion on rankings and then forward financial information to Ehlers to provide borrowing projections for these projects.

Recommended Language for Official Action

I move to acknowledge the project rankings.

Or, Something else

_ Additional action: Use rankings to determine the 5-yr plan and have Ehlers evaluate the financial impact.

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 2/10/2020
Description:	Disposition of Surplus Property
From:	Michael Wodalski, Director of Public Works Jason Lenhard, Fleet Foreman
Question:	Should the Public Works Committee Approve the recommendation from the Joint Employee Management Committee to dispose of surplus property?

Background

As part of the yearly equipment replacement schedule and as staff has begun to clean out areas of the various garages and shops, several pieces of property have been identified as no longer being necessary or as being obsolete. Per Village ordinance 2.602, any property valued in excess of one hundred dollars (\$100) shall be brought to the Public Works Committee for approval to dispose of the property as well as to establish an appraised value.

Below is the list of property, reason for disposing of it, estimated value and proposed method of disposing/selling the equipment.

<u>Property</u>	<u>Reason for Disposing</u>	<u>Estimated Value</u>	<u>Method of Disposal</u>
Cargo Van #103	Van was used by the building inspectors; a replacement vehicle was purchased in 2019.	\$4,000	Auction
Cargo Van #104	Van was used by the building inspectors; a replacement vehicle was put in place in 2019.	\$2,500	Auction
Irrigation Reel	Has only been used 2-3 times in 15+ years. Deemed as unnecessary equipment.	\$1,000	Auction
Trail Gates	Gates were built to put on the asphalt path next to Schofield Ave. There isn't an issue with motor vehicles using the path and it hasn't been deemed necessary to install them.	\$2,500	Auction
Tandem Axle Trailer #73	Replacement trailer was purchased in 2019.	\$500	Auction

Attached Docs:	Pictures of surplus equipment
Committee Action:	The JEMC Committee approved the disposal of the above listed surplus property.
Fiscal Impact:	If minimum values are obtained, this is a revenue of \$10,500 for the Capital Equipment Fund.

REQUEST FOR CONSIDERATION

Recommendation: Staff recommendation is to dispose of the listed property as shown.

Recommended Language for Official Action

I Move to declare the above property surplus and authorize staff to sell/dispose of these items as listed.

Or, Something else

Additional action:

Auction Items 2020

Old #103 2010 Ford E-150 Van 74,004 mi



Old #104 2008 GMC Savanna Van 99,472 mi



Irrigation Reel unit #102



Gates from Schofield Ave (14)



Tandem Park Trailer unit #73



REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 2/10/2020
Description:	Outsourcing of Utility Bill Printing and Mailing
From:	Michael Wodalski, Director of Public Works Theresa Coleman, Utility Clerk
Question:	Should the Public Works Committee Recommend approving the 3-Year Service Agreement with Primadata/Bayside Printing to outsource Utility Bill Printing and Mailing?

Background

The Village has historically printed its own utility bills which has taken the utility clerk anywhere from 2-3 days to complete each month (at a minimum it is 24 days a year spent printing and sorting mail). As we have been looking to streamline and make staff functions more productive, staff began looking at options to outsource billing and free up more time for staff to work on other higher-level tasks as opposed to printing and sorting mail.

Staff reached out to several companies throughout 2019 to see what services are offered and who would be able to print and mail the 2,000+ bills the utility sends out every month. The Village has found that Primadata, LLC and Bayside Printing, LLC in conjunction can perform the necessary tasks. Primadata works with our existing utility billing software and can convert the exported files into a bill which Bayside Printing will print and mail. Bayside printing is located in Green Bay and prints and mails utility bills for many other communities in Wisconsin. Their location near the Green Bay Post Office also means that mail is sent and delivered in a timely manner.

As far as costs go, the current paper we use for our bills costs \$0.105 / sheet and postage is \$0.479 / sheet making the total cost for each utility bill \$0.584 / sheet. Per the attached agreement, the cost per bill is \$0.156 with then postage at \$0.40 / bill making the total cost with Bayside \$0.556 / sheet. Thus, there is actually a decrease in cost per utility bill of \$0.028 / sheet. With roughly 27,000 bills sent in a year, there is an anticipated savings of \$756. In addition to the cost of the sheets, we also incur a cost of roughly \$250 for toner each month, which is an additional \$3,000 a year.

The savings in postage, printing and toner is beneficial, but the biggest benefit would be the amount of staff time freed up. It would amount to 24 workdays, (192 work hours) of staff time that will no longer be spent printing, sorting and mailing bills.

Another benefit is Bayside Printing can print on the backside of the utility bill, so if we have utility rate updates, online billing information, etc. that we want to make sure we're communicating with our residents/customers, there isn't a need to make a separate mailing, which also saves staff time and money.

REQUEST FOR CONSIDERATION

Attached Docs: - 3 Year Service Agreement with Primadata/Bayside Printing
- Sample Bill

Committee Action: N/A

Fiscal Impact: - Yearly decrease in net cost estimated at \$3,756/yr and ~192 hours of staff time will be freed up per year.

Recommendation: Staff recommendation is to approve the contract with Primadata/Bayside Printing

Recommended Language for Official Action

I move to recommend to the Village Board approval of the 3 Year Service Agreement with Primadata/Bayside Printing for utility bill printing and mailing.

Or, Something else

Additional action:

Contract start date: 1/30/2020

3 Year Service Agreement Primadata/Bayside Printing/Village of Weston

Project Name: **Utility Bills**

Primadata, LLC and Bayside Printing, LLC (collectively, "Service Provider") will supply the **Village of Weston** ("Customer") will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net thirty (30) basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of three (3) years with a one (1) year extension option. Sixty (60) day prior notice is required for forfeiture of one (1) year extension option. If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice detailing such service deficiencies and if Service Provider fails to resolve such deficiencies within sixty (60) days after notice. If Customer terminates the Agreement for reasons other than service deficiencies, the penalty is \$95.00/month for any remaining months left on the Agreement. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered

Service Provider assumes there will be one (1) mail stream, with no splits, multiple mail groups, or stock changes. The quoted statements would be a monthly statement run and is requiring a three (3) year processing commitment between all Parties.

Service Provider will invoice this project on a monthly basis. The full scope of work is laid out below and priced according to the previously received quote from Service Provider. In addition, the attached Implementation Plan (Schedule A) has additional job specs and details.

Scope of Work

<u>Item</u>	<u>Description</u>
Acct #1920	
PROCESSING	SETUP/PRINT/FOLD/INSERT/METER/MAIL
Utility Bills	Print Black 1/1 from client supplied PDF on Service Provider
Monthly	8.5x11 - 24# white stock w/ perf inserted into Service Provider #10 double window envelopes (maximum 9 sheets of paper per envelope)
Delivery Service	First Class Presort Mail Electronic submission of Paperwork & Deliver to Post Office

<u>Item</u>	<u>Price / Description</u>
Initial One Time Setup	\$0.00 (Waived with signed Agreement)
Statement Page 1	\$0.1560/each – base on 2000 records The unit price per record could vary depending on the quantity not dropping below 1500 or exceeding 3000 records.
Additional Images	\$0.0400/image
Flat	\$0. 65 /each – Additional cost per piece of 9x12 (includes the cost of envelope)
Inserting - Service	\$0. 0200 /each – based on 2000 records.
Inserting - Printing	To be quoted at time of production
Postage	Postage as incurred and invoiced separately, requires postage account to be setup.

Optional Services

Messages (On-serts)	\$0.00/each (as long as message fits message area)
No Mails	\$ 0.00 /run
Special Pulls	\$ 0.00 /run

Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Any provided stock must be pre-authorized to meet equipment specifications.
- 4) Any developmental program work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services for calculation and lookup tables, custom reports multiple versions, author changes, non-standard data, etc. are charged at **\$125.00** per hour.
- 5) Postage prices are subject to change according to USPS.

Production schedules

Production schedules will be established and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates will be subject to renegotiations. There will be no liability or penalty for delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority,

acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

Customer Furnished Materials

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

Outside Purchases

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

Terms/Claims/Liens

Payment is net thirty (30) calendar days from date of invoice. Claims for defects, damages or shortages must be made by the Customer in writing no later than ten (10) calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has been accepted. Postage invoices will be sent by Service Provider after each mailing. Payment terms for postage invoices is "due on receipt".

Personal or Economic Rights

The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Customer will, at the Customer's sole expense, promptly and thoroughly defend the Service Provider in all legal actions on these grounds as long as the Service Provider:

- Promptly notifies the Customer of the legal action.
- Gives the Customer reasonable time to undertake and conduct a defense.

The Service Provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

Storage/Warehousing

The Service Provider will retain tangible paper materials until the related end product has been accepted by the Customer. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider's fire and extended insurance coverage. Any unused tangible paper materials will be returned to Customer, at Customer's expense, or destroyed upon termination of the Agreement.

Security

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. All

information will either be returned to Customer or destroyed (not retained) upon completion of the work or, in any event, upon termination of the Agreement.

Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that:

- a. Customer is not a party to the Agreement with the third party.
- b. Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c. Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later than the termination of the Agreement for services.

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information to any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed twenty four (24) hours from time of discovery. In addition, Service Provider agrees to observe applicable state and federal law in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

Liability

The Service Provider's liability will be limited to the replacement of, and postage for, any errors in printing, storing, sorting and mailing of statements or loss of inserts to the statements. The loss of Private Member Data due to a breach, whether internal or external, can cause severe reputation damage to both the Service Provider and the Customer. Service Provider will maintain Cyber Liability insurance coverage in the amount of at least \$1,000,000 to aid in rectifying and repairing member and Customer confidence. To help limit the effects of a breach, Service Provider will remove all Customer's data from their systems (including backup systems) within one hundred twenty (120) days of mailing of the statements. This includes data files and all files generated for each specific print job. Customer retains the right to audit Service Provider with twenty four (24) hour notice to determine compliance with this provision. Service Provider and Customer agree to notify each other in a timely manner should either become aware of a data breach.

Limitation of Liability with Respect to City

Notwithstanding any other article herein to the contrary, this Agreement shall not be construed in any way so as to waive the City's immunity from liability and/or limitation of damages as set forth within any Federal, State, or local statute, ordinance, rule or regulation including, but not limited to, the limits of liability, and statute of limitations, as set forth within Section 893.80 through 893.82 of the Wisconsin State Statutes.

Indemnification

The Customer agrees to indemnify and hold harmless Service Provider for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving work produced from data provided by Customer. Service Provider must notify Customer of any such action within five (5) business days of knowledge of such action. Service Provider agrees to indemnify and hold harmless Customer for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving software, processes and machinery used in the production of documents for Customer.

Dispute Resolution

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal means, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective key personnel for each Party conduct a study of the dispute or claim; (b) a meeting between the Parties, including at least one representative of senior management, is held at a mutually convenient time and place as soon as practicable to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties sends a letter to the other stating it is unable to resolve the matter in dispute. Thereafter, the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

Recognition B: Parties of Adequacy of Terms of Agreement

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

Relationship of the Parties

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

Assignment Agreement for Benefit of Parties Only

This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding the above, neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.

Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the Attachments) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of Wisconsin. The jurisdiction and venue for any dispute under this agreement shall be the circuit court for Brown County, State of Wisconsin.

Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the attached Schedules) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to insist upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

Notices

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the addresses for the Parties set forth in the first paragraph of this Agreement by hand or by a nationally recognized overnight courier services (costs prepaid).

Counterparts: Electronic Signatures

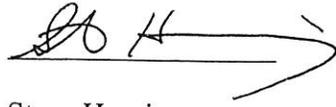
This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Village of Weston

By: _____
Print Name: _____
Title: _____
Date: _____

Primadata, LLC

By: 
Print Name: Steve Hurning
Title: CFO
Date: 1-30-2020

Bayside Printing LLC

By: 
Print Name: Michelle Jossie
Title: OWNER
Date: 1-30-2020

Utility Service Invoice



Anytown Utilities / Finance Dept
123 Main St, Anytown USA 12345



Bill Date: 08/28/2015
Billing Period: 06/01/2015 to 08/31/2015
Account No: 17-0020100.00
Service Address: 12 BROADWAY AV
Due Date: 09/21/2015
Amount Due: \$155.64



*****AUTO**5-DIGIT 12345 1/1/1

JOHN Q PUBLIC
12 BROADWAY AV
APT 5
ANYTOWN, USA 12345-4321

A Late Payment Charge of 1% Per Month After Due Date

Meter No.	Current Reading	Previous Reading	Usage In Hundreds	Service	ERU"s	Amount
Read Dates 12345678	08/07/2015 1925	05/04/2015 1840	85	WATER USAGE		\$49.39
			85	WATER METER BASE		21.00
			-25	SEWER USAGE		27.12
				SUMMER SEWER CR2		
				SEWER METER BASE		21.83
				PUB FIRE PROTECTION		15.30
				STORMWATER CHARGE	1.00	21.00



Last Payment Amount: \$161.93CR Total Current Charges \$155.64
Last Payment Date: 06/10/2015

Total Amount Due \$155.64

Anytown Water Utility found high levels of lead in drinking water in some homes. Lead can cause serious health problems. For more information please call the Anytown Water Utility at 555-123-5555 or visit <http://www.ci.anytown.us/departments/water-dep>.

Account No: 17-0020100.00
Service Address: 12 BROADWAY AV



Due Date: 09/21/2015
Amount Due: \$155.64



Please enter amount paid: _____

JOHN Q PUBLIC
12 BROADWAY AV
APT 5
ANYTOWN, USA 12345-4321

City of Anytown Utility Service Costs

Volume Charges per Thousand Gallons			
Rate Steps		Water Rate	Sewer Rate
First	50,000	\$3.48	\$7.45
Next	450,000	\$2.97	\$7.45
Next	500,000	\$2.84	\$7.45
Over	1,000,000	\$1.75	\$7.45

Quarterly Base Meter Rates		
Meter Size	Water	Sewer
5/8"	\$23.37	\$40.75
3/4"	\$23.37	\$40.75
1"	\$26.73	\$56.47
1-1/4"	\$31.91	\$67.22
1-1/2"	\$44.54	\$83.34
2"	\$85.35	\$115.60
3"	\$133.60	\$191.30
4"	\$204.12	\$407.21
6"	\$304.31	\$568.50
8"	\$408.22	
10"	\$623.46	
12"	\$816.45	

Public Fire Protection Charge	
Meter Size	Quarterly charge
5/8"	\$31.60
3/4"	\$31.60
1"	\$79.04
1-1/4"	\$116.92
1-1/2"	\$155.87
2"	\$249.88
3"	\$467.60
4"	\$790.47
6"	\$1,577.24
8"	\$2,523.58
10"	\$3,781.67
12"	\$5,043.45

Quarterly Storm Water Rates 1 Equivalent Run-off Unit (ERU) = 3,000 impervious square feet		
Residential Type	ERU/dwelling unit	Charge
Single Family	1	\$10.00
Duplex	.5	\$5.00
Multifamily	.4	\$4.00

Utilities payment options

- Cash
- Check*, money order or cashier's check
- Debit card or credit card
- ACH withdrawal from a Checking or Savings Account

Late Charge

- A 3% late charge will be applied to your bill if payment is received after the payment due date.

STOP THE LEAKS!

If your water bill seems high, check immediately for leaks in your system. A dripping faucet or other unsuspected leaks may be the cause of a high bill. WATER WASTE AT 40 POUNDS OF PRESSURE:

- A 1/32" leak wastes 170 gallons in 24 hours
- A 1/16" leak wastes 970 gallons in 24 hours
- A 1/8" leak wastes 3600 gallons in 24 hours

REQUEST FOR CONSIDERATION

PUBLIC MTG/DATE:	Public Works & Utility Committee
DESCRIPTION:	Wayfinding Signs: Request for Proposals
FROM:	Jennifer Higgins, Director of Planning and Development / Zoning Administrator Tom Chartrand, Economic Development Coordinator
QUESTION:	Does the Committee members have any suggestions (additions/deletions) for the RFP?

Background

The Village Plan Commission and Community Development Authority, along with staff, worked with MDRoffers in 2018 and 2019 to draft the Community Entryway and Wayfinding Plan. The intent of the Plan was to enhance visitor experience and comfort, give a sense of place among residents and businesses and assist in economic growth. Businesses for years had been requesting better wayfinding signage around the village and when the study was done it was learned there was a lot of signage and there was no uniformity.

The Plan went through public hearing and was recommended by the PC/CDA to be added to the Comprehensive Plan in Volume 3 – Supplemental Plans. In fall 2019, the BOT budgeted for the Wayfinding portion of the sign project. Staff has now started implementation of pieces of the Plan through this RFP.

ATTACHED DOCS:	Draft RFP Community Entryway and Wayfinding Plan - (Adopted 10/7/19)
COMMITTEE ACTION:	No prior committee action on RFP. Board adopted the Community Entryway and Wayfinding Plan on 10/7/19 as Volume 3 – Supplemental Plans of the Comprehensive Plan.
FISCAL IMPACT:	TBD – preliminary estimate given in the plan was \$160,000
RECOMMENDATION:	Staff is looking for additions/subtractions to the Committee would like to see before the RFP is released.

RECOMMENDED LANGUAGE FOR OFFICIAL ACTION

None – item is on for feedback only. If anything, a recommendation could be made to authorize staff to release the RFP.

ADDITIONAL ACTION:	Distribute RFP (Staff) Review RFP submittals (Staff, Public Works & Utility Committee, PC, CDA and BOT) Award Contract (BOT)
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Request for Proposal

Replacement for Weston Wayfinding Signs

February 17, 2020

The Village of Weston is requesting proposals for the replacement and installation of Weston's wayfinding signs in accordance with the Community Entryway and Wayfinding Plan.

Proposal Deadline: 4:00 pm, March 16, 2020

Objective:

The Village intends to engage the services of a sign company to replace and install Weston's wayfinding signs throughout the Village. Weston recently adopted the Community Entryway and Wayfinding Plan to enhance visitor experience and comfort, provide a sense of place among residents and businesses, and promote economic growth. This Community Entryway and Wayfinding Plan—adopted as a Volume 3 element of the Comprehensive Plan—guides the Village in the design, location, and messaging of wayfinding signs.

The Village has a set design for our wayfinding signs; however, the Village still supports flexibility or creativity? in submitted proposals. Included in this packet is the schematic concept for what Weston is looking for and has been approved by the Village Board in the design of our wayfinding signs. Proposals shall include all primary, secondary, and tertiary proposed signs. The posts and size design selected by the Village shall be used as they appear on the plan. The wayfinding signs shall be installed within the designated areas with the proper wording and font outlined in the Wayfinding Plan. Sign design concepts should be used as a guide for proposals for this project; however, Weston still encourages creative and unique interpretation of the approved design, images, and material when submitting proposals.

Scope of Services:

To replace and install wayfinding signs throughout the Village, specified in the Community Wayfinding and Entryway Plan. Do not include any quotes for the entryway signs or streetscaping shown in the plan at this time.

Proposal Requirements:

Please submit the proposal with the following information:

Subject: "Wayfinding Sign RFP"
To: Tom Chartrand, Economic Development Coordinator
Email: tchartrand@westonwi.gov (Email is preferred)



Tom Chartrand

Economic Development

Coordinator

715-241-2633

tchartrand@westonwi.gov

5500 Schofield Avenue

Weston, WI 54476

715-359-6114

www.westonwi.gov

Address: Village of Weston
5500 Schofield Avenue
Weston, WI 54476

Contact Information: Please include name, company, phone number, email and business address.

Price: Include an itemized list of all required materials and labor to satisfy the requirements as listed below.

Materials and Labor: Include a description of all required materials and labor to satisfy the requirements as listed below.

Graphics and Specifications: A digital, full-color print shall be provided, which includes a cut-sheet of the specifications of the sign, including total overall height, height and width of the actual sign area, and elevations of signs. Other specifications are appreciated.

Quote Specifications:

- Removal and replacement of all existing specified wayfinding signs
- Utilize 2 posts per sign by replacement or retrofitting forms
- Production and installation of new specified wayfinding signs
- Panel dimensions will be exactly as they are outlined in the Wayfinding Plan
- Panels will include the squiggle tree logo as specified in the Wayfinding Plan
- Sign panel to be constructed from router cut 1/4" aluminum sheet
- Smooth finished edges
- Panel shall include a 1/2" white border
- UV anti-graffiti layer shall be applied to painted services
- Required labor

Items and Services to be Provided by the Village:

The Village shall provide its logo for the use of this project. The Village shall provide a detailed image of what the wayfinding signs should look like. The Village shall provide the locations and proper wording as to what should be included on each sign. An Adobe Illustrator file can be provided upon request for wayfinding sign images. If the Village chooses to have a new sign installed, the Village will provide:

- A landscaping plan and planting schedule;
- All plantings required by the landscape plan;
- A site plan for the sign, complying with all required setbacks;
- Installation of the new electrical circuit and trench; and
- Obtain all necessary permits.

Selection Process:

The proposals will be reviewed by Planning and Development Staff as well as the Village Administrator. The selected contractor will be invited to enter into negotiations for a contract with the Village, upon approval by the Village Board.



Tom Chartrand

Economic Development

Coordinator

715-241-2633

tchartrand@westonwi.gov

5500 Schofield Avenue

Weston, WI 54476

715-359-6114

www.westonwi.gov

Schedule:

The deadline for submitting proposals is March 16, 2020 at 4:00pm. The Village anticipates selection of a contractor soon after with installation of the signs to begin by June 1, 2020.

Rights Reserved:

The Village reserves the right to reject all Proposals or award each schedule individually, to waive any informalities or technicalities in bidding, and to accept the Proposal which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Proposal, the Bidder agrees to be bound by that determination.

Public Record:

This Request for Proposal and all proposals submitted are deemed public record and shall be subject for view by the public.



Tom Chartrand

Economic Development

Coordinator

715-241-2633

tchartrand@westonwi.gov

5500 Schofield Avenue

Weston, WI 54476

715-359-6114

www.westonwi.gov

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Public Works Committee – 2/10/2020
Description:	Resolution No. 2020-002 for special assessments for street and utility improvements for the Weston School East Neighborhood Reconstruction Project
From:	Michael Wodalski, Director of Public Works
Question:	Should the Public Works Committee Recommend initiating the Special Assessment process to reconstruct the streets and utility mains for the Weston School East Neighborhood?

Background

The Village of Weston’s [Special Assessment Ordinance](#) was updated in January of 2019. There is one part of the Weston School East Neighborhood that is still to be assessed for all property owners which is their Drive Approach. Per section 78.119 of the Village’s Municipal Code: *“One hundred percent of the drive approach costs will be assessed to the property owner on all new construction and street reconstruction projects based on an actual square foot measurement.”*

There is also one property that is located adjacent to the powerlines that currently does not have sewer service. At this time we are leaving the language in for sewer extension in case this property does decide to have sewer extended to their property.

The attached resolution authorizes staff to move forward with creating a special assessment report and holding a special assessment hearing, which is being tentatively to be held as part of the Public Works Committee Meeting in March.

Attached Docs:	- Resolution 2020-002
Committee Action:	Committee has discussed this project previously
Fiscal Impact:	Estimates are not completed yet for the driveway approaches, but those costs would be 100% assessed and thus reduce the Village’s overall cost on the project.
Recommendation:	Staff recommendation is to recommend approval of the resolution

Recommended Language for Official Action

I move to recommend to the Village Board approval of Resolution 2020-002.

Or, Something else

Additional action: If approved, write Engineer’s Report and schedule Public Hearing

**VILLAGE OF WESTON, WISCONSIN
RESOLUTION NO. 2020-002**

A RESOLUTION, declaring intent to levy special assessments under municipal police power pursuant to Wis. Stat. §66.0703 and §13.05 of the Municipal Code of the Village of Weston.

BE IT RESOLVED by the Board of Trustees for the Village of Weston

1. The governing body hereby declares its intention to exercise its police power under Wis. Stat. §66.0703, to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Drive Approach Construction
Sewer Main and Laterals

2. The governing body hereby further declares its intention to follow the alternate to the procedures prescribed by Wis. Stats. 66.0703(8)(c), (8)(d) and (8)(e), as allowed in §78.114 of the Municipal Code of the Village of Weston.
3. The property to be assessed lies within the following described assessment district:

All properties with frontage on: 1) South Timber St between Ross Ave and Sternberg Ave; 2) Sunset St north of Sternberg Ave; 3) Arrow St north of Sternberg Ave; 4) Von Kanel St between Sternberg Ave and Corozalla Dr; and 5) Kennedy Ave.
4. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements. The properties against which the assessments are proposed are benefited by the contemplated public work and improvement.
5. The governing body determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.
6. The municipal engineer shall prepare a report which shall consist of:
 - a. Preliminary plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. Schedule of proposed assessments.
7. When the report is completed, the municipal engineer shall file a copy of the report with the Village Clerk for public inspection.
8. Upon receiving the report of the responsible officer or body, the Village Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof), the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a Class 1 notice under Ch. 985, Stats., and a copy shall be mailed, at least 10 days before the

hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

9. The hearing shall be conducted in the Board Room at the Weston Municipal Center, 5500 Schofield Avenue, Weston WI 54476 at a time set by the clerk in accordance with Wis. Stat. §66.0703(7)(a).
10. When the governing body finally determines to proceed with the work or improvements, it shall approve the plans and specifications therefore and adopt a resolution directing such work or improvement be carried out in accordance with the report as finally approved.
11. The governing body shall adopt the final resolution to levy the special assessments either (1) before the work is carried out, or (2) after the work has been completed and actual project costs have been determined. The final resolution shall list the cost of the special assessment levied against each property benefited by the improvement. The Village Clerk shall publish the final resolution as a Class 1 notice under Ch. 985, Wis. Stat., in the assessment district and a copy of such resolution shall be mailed to every interested person whose post office address is known or can be ascertained with reasonable diligence.
12. When the final resolution is published, all awards, compensation and assessments arising therefrom are deemed legally authorized and made, subject to the right of appeal under Wis. Stat. §66.0703(12).
13. The assessment against any parcel may be paid in cash or in annual installments, the number of which shall be determined at the public hearing of the proposed assessments.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTON, at a regular meeting thereof, this 17 day of the month of February 2020.

VILLAGE OF WESTON, a Municipal Corporation of the State of Wisconsin.

By: _____
WALLY SPARKS, President

ATTEST:

By: _____
SHERRY WEINKAUF, Clerk

**END OF
PACKET**