



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

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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, NOVEMBER 10, 2025, @ 4:30 P.M., in the Board Room, at the Weston Municipal Center 4747 Camp Phillips Rd.

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.

**Join Zoom Meeting by Computer**

<https://zoom.us/j/5445915099>

**Join Meeting by Phone:**

+1 312 626 6799

**Meeting ID: 544 591 5099**

**AGENDA ITEMS**

1. Meeting called to order by Public Works & Utility Committee Chair Zeyghami
2. Welcome, introductions and acknowledgement of guests.
3. Roll Call by Recording Secretary
  - Public Works Committee: Hooshang Zeyghami {C}, Joe Jordan {VC}, Tom Hubbard, Roy Mumper, Fred Schuster
4. PUBLIC COMMENTS
5. [Approval of 10/13/25 Public Works & Utility Committee Minutes](#)
6. [Acknowledge October 2025 Water and Sewer Permits](#)

**PRESENTATIONS**

7. [Community Development Block Grant – Public Facilities Program \(PF\) Opportunities](#)

**STAFF REPORTS**

8. [CIP Update](#)
9. [Street Operations Update](#)
10. [Utility Operations Update](#)



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

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**POLICY DISCUSSIONS AND RECOMMENDATIONS**

11. Well 3 Iron, Manganese and PFAS Treatment Project Construction Services Proposal
12. Alderson and Jelinek Real Estate Services Proposal
13. Shorey Ave to Lexington Ct Utility Looping Project
14. Shorey Ave Sewer Extension at Cedar Park St
15. Purchase of a Trench Box

**FUTURE ITEMS**

16. Next meeting date(s):
  - a) Monday, December 8, 2025 @ 4:30 p.m. Regular Meeting
  - b) Monday, January 12, 2026 @ 4:30 p.m. Regular Meeting
17. Topics for future meetings
  - a) Watermain Replacement Plan
  - b) Water and Sanitary Sewer Rate Reviews
  - c) Village wide WPS Street Lighting Update
  - d) Consolidation of Ryan Street Yard Material Site with the Village of Rothschild
18. Remarks from Staff
19. Remarks from Committee members.
20. Announcements.

**ADJOURNMENT**

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**VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN**  
**OFFICIAL MEETING AGENDA OF THE PUBLIC WORKS & UTILITY COMMITTEE**  
**HELD ON MONDAY, OCTOBER 13, 2025 @ 4:30 PM, IN THE BOARD ROOM AT 4747 CAMP PHILLIPS ROAD**

**AGENDA ITEMS**

1. Meeting called to order by Public Works & Utility Committee Chair Zeyghami at 4:30 p.m.
2. Welcome, introductions and acknowledgement of guests.
3. Roll Call by Recording Secretary

Roll call indicated four PW members present.

<u>Member</u>	<u>Present</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	EXCUSED
Schuster, Fred	YES
Mumper, Roy	YES

Village Staff in attendance, in-person: Wodalski, Blarek, Swenson, Dolan, Gebert, Higgins and Gilmeister.

Audience in attendance, via Zoom: Tonia Westphal – Clark Dietz

Audience members present in person: None

**4. PUBLIC COMMENTS**

None.

**5. Approval of 9/8/25 Public Works & Utility Committee Minutes**

***Motion by Jordan, second by Schuster move to approve the September 8, 2025, meeting minutes.***

Yes Vote: 4    No Votes: 0    Abstain: 0    Not Voting: 1    Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Schuster, Fred	YES
Mumper, Roy	YES

**6. Acknowledge September 2025 Water and Sewer Permits**

***Motion by Schuster, second by Jordan move to acknowledge September 2025 Water and Sewer permits.***

Yes Vote: 4    No Votes: 0    Abstain: 0    Not Voting: 1    Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Schuster, Fred	YES
Mumper, Roy	YES

Chair Zeyghami asked the Committee if they were willing to move Item #12 before Item #7. All agreed.

**STAFF REPORTS**

**7. CIP Update**

Wodalski explained his report to the Committee.

Discussed street line painting current process.

Discussed concrete completion of Fuller St.

**8. Street Operations Update**

Blarek explained his report to the Committee.

Discussed road repairs on Schofield Ave from Mesker St to Ryan St.

Discussed issues and resolution with traffic driving through the street line painting on Mesker St. off Ross, done by Portage County.

**9. Utility Operations Update**

Swenson explained his report to the Committee.

Swenson explained the sewer jetting process.

Discussed service line break on Schofield Ave.

**POLICY DISCUSSIONS AND RECOMMENDATIONS**

**10. Well 3 Iron, Manganese and PFAS Treatment Project Bid Results**

Wodalski explained the bid results.

Wodalski provided the Committee with background information and qualifications on 8PINE Inc.

Construction would start once the DNR approved confirmation is received.

***Motion by Mumper, second by Jordan move to recommend the Village Board Award the Well 3 PFAS Pre-Treatment Project to 8PINE Inc., for a total project cost of \$3,748,603.40 which includes the base bid and two alternates.***

Yes Vote: 4    No Votes: 0    Abstain: 0    Not Voting: 1    Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Schuster, Fred	YES
Mumper, Roy	YES

**11. WPS Easement at 5550 Municipal Street**

Wodalski explained the easement request.

WPS is upgrading the gas service to the adjacent property.

Discussed Easement regulations. Committee requested more discussion with WPS regarding frontage access and verbiage of Easement.

***No motion – deferred for future discussion.***

**12. Potential CSM and Sale of Village Owned Property on Foxtail Court**

Higgins explained the layout and details of the property. The property is zoned for a two-family (duplex) or single-family home with an approximate value of \$60,000.

Wodalski stated the property was purchased in 2011 for \$38,300.00.

Discussed sale options and sealed offers to purchase property.

***Motion by Jordan, second by Mumper move to recommend the Board of Trustees approval of the Certified Survey Map (CSM) and the sale of the lot for future residential development with Offer to Purchase scenario for people to bid on the purchase of the lot.***

Yes Vote: 4    No Votes: 0    Abstain: 0    Not Voting: 1    Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Schuster, Fred	YES
Mumper, Roy	YES

**13. Hospital Area Repaving Change Order #2**

Dolan explained changed order.

Dolan stated five more streets were added to the original project with 5% of the retainage being withheld.

***Motion by Jordan, second by Schuster move to Recommend the Village Board approve Change Order No. 2 for the 2025 Various Street Rehabilitations project.***

Yes Vote: 4    No Votes: 0    Abstain: 0    Not Voting: 1    Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Schuster, Fred	YES
Mumper, Roy	YES

**14. 2026 Budget Review**

Wodalski explained the Budget report.

Discussed budget totals, reduction of salt budget, water and sewer rates and increases.

Wodalski stated the next water rate increase will need to be a full rate case reviewed by

the PSC as the utility is outside the window of time allowed for a simplified rate increase based on when the last full rate case was approved.

**Motion by Mumper, second by Jordan move to acknowledge as presented with follow up in January or February 2026 regarding an additional rate increase.**

Yes Vote: 4    No Votes: 0    Abstain: 0    Not Voting: 1    Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Schuster, Fred	YES
Mumper, Roy	YES

**15. 2025 – 2029 Capital Improvement Plan Discussion**

Wodalski explained the updates to his report.

Discussed water and sewer line replacements time periods and costs.

Committee requested more detailed information about AC water main replacement costs, road construction, streets involved, and project timeline.

Swenson stated that we could assess the roads and AC water main in late fall, early spring for projection information.

**No action taken – discussion only**

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

- a) Monday, November 10, 2025 @ 4:30 p.m.    Regular Meeting
- b) Monday, December 8, 2025 @ 4:30 p.m.    Regular Meeting

**17. Topics for future meetings**

- a) Village wide WPS Street Lighting Update
- b) Consolidation of Ryan Street Yard Material Site with the Village of Rothschild

**18. Remarks from Staff**

Wodalski stated he would include the rate increase under the future meetings and AC water main.

Gebert reminded the Committee of the bicycle and pedestrian plan survey.

Swenson stated if any of the Committee members would like a tour of the treatment plant to contact him for a tour.

**19. Remarks from Committee members**

None.

**20. Announcements**

None.

**ADJOURNMENT**

***Motion by Schuster, second by Mumper to adjourn the PW meeting at 6:03 p.m.***

Yes Vote: 4    No Votes: 0    Abstain: 0    Not Voting: 1    Result: PASS

<u>Member</u>	<u>Voting</u>
Zeyghami, Hooshang {Chair}	YES
Jordan, Joe {Vice Chair}	YES
Hubbard, Tom	---
Schuster, Fred	YES
Mumper, Roy	YES

<u>DATE</u>	<u>PERMIT #</u>	<u>APPLICANT</u>	<u>CUSTOMER NAME</u>	<u>SERVICE ADDRESS</u>	<u>PLUMBING CONTRACTOR</u>	<u>PERMIT</u>
10/8/2025		ELITE PLUMBING PLUS	CLAYTON HUERTH	7401 STONEFIELD TRL	ELITE PLUMBING PLUS	METER
10/15/2025	202501731	PGA INC	COLE & JULIE BARWICK	1422 HARLYN AVE	PGA INC	LATERAL
10/16/2025		ADVANTAGE PLUMBING PLUS	DENYON HOMES	3402 GREEN PASTURES LN	ADVANTAGE PLUMBING PLUS	METER
10/16/2025	202501777	DENYON HOMES INC	DENYON HOMES	3404 GREEN PASTURES LN	ADVANTAGE PLUMBING PLUS	METER
10/16/2025	202501778	DENYON HOMES INC	DENYON HOMES	3406 GREEN PASTURES LN	ADVANTAGE PLUMBING PLUS	METER
10/16/2025	202501779	DENYON HOMES INC	DENYON HOMES	3408 GREEN PASTURES LN	ADVANTAGE PLUMBING PLUS	METER
10/21/2025		TITO INC	JIM GREENHECK ENTERPRISES	8000 COMMERCE DR	TITO INC	LATERAL
10/27/2025		GREEN TREE CONSTRUCTION	GREEN TREE CONSTRUCTION	6320 PERCH DR	A-1 PLUMBING	LATERAL
10/27/2025		GREEN TREE CONSTRUCTION	GREEN TREE CONSTRUCTION	6320 PERCH DR	A-1 PLUMBING	METER

# REQUEST FOR CONSIDERATION

<b>Public Mtg/Date:</b>	<b>Public Works Committee – 11/10/2025</b>
<b>Description:</b>	<b>Community Development Block Grant – Public Facilities (PF) Opportunities</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works</b>
<b>Question:</b>	<b>Does the Public Works Committee want to continue pursuing a CDBG – PF project?</b>

## Background

Staff was contacted by MSA about potential grant opportunities through the Community Development Block Grant – Public Facilities Programs (<https://energyandhousing.wi.gov/Pages/AgencyResources/CDBG-PF.aspx>).

In discussing this topic initially with MSA, the older neighborhoods in the Village appear at first glance to be good candidates for this program which this past year funded up to \$1 Million per project for infrastructure improvements to neighborhoods that meet a certain demographic. As we discuss replacing AC watermain those neighborhoods would seem to fit this program and could be a way to get more projects completed in a shorter timeframe by utilizing the grant funds.

MSA will be providing a brief presentation on Monday to explain the program further and if this is something the Committee feels we should pursue further, there will need to be an income survey sent which we would be contracting with MSA to perform. MSA has worked with other communities in Wisconsin to obtain funding.

<b>Attached Docs:</b>	<b>- MSA will provide a presentation Monday</b>
<b>Committee Action:</b>	<b>N/A</b>
<b>Fiscal Impact:</b>	<b>Grant funds would offset capital project costs</b>
<b>Recommendation:</b>	<b>Staff thought it was worth looking into further, in particular to help fund AC watermain replacement projects</b>

## Recommended Language for Official Action

**I Move to \_\_\_\_\_**

**Or, Something else**

Additional action:

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works Committee – 11/10/2025</b>
<b>Description:</b>	<b>Capital Improvement Plan Update</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works</b>
<b>Question:</b>	<b>Solely an update on project status</b>

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## Background

### Current Capital Improvement Plan Projects

Below is an update on the status of the various Capital Improvement Plan Projects that are ongoing.

- **Street Projects:**

1. Weston Ave (CR-X to CR-J):

- East Construction Phase: ~100% Complete
- West Construction Phase 1 – Complete with some minor restoration left
- West Construction Phase 2 – Under Construction
- Consultant: AECOM
- Contractor: Integrity Grading and Excavating

The road is paved! Pavement markings, shouldering and other ditch restoration will be ongoing for another week or so, but overall utilities are in and the road is paved.

2. Schofield Ave (Normandy Ave to Birch St): \$2,652,390 in Grant Funds

- Construction Year: 2025
- Consultant: Clark Dietz
- Contractor: Haas

Paving and pavement marking is complete and the road is mostly open as of 11/6/2025.

3. Ross Ave (Metro Dr/Pine St to Alderson St): \$2,634,977 in Grant Funds

- Consultant: Becher Hoppe
- Anticipate Construction in 2027 per DOT agreement

Design work is ongoing. ROW acquisition will be the main task over winter.

4. Fuller St Reconstruction:

- Construction scheduled for 2025
- Consultant: Becher Hoppe

# REQUEST FOR CONSIDERATION

Paving of Fuller is expected to be completed by 11/6/2025. Rogan In patches and remaining driveways should be completed by Friday 11/7.

5. Ross Ave and CR-X Intersection: **\$2,352,000 in Grant Funds**

- Construction Year: ~2028
- Consultant: SEH

Preliminary design is ongoing. In conjunction with this project a Transportation Alternative Project (TAP) grant was submitted in October for improvements at the Sternberg Ave crossing of CR-X.

6. Ross Ave (River Bend to Pauls): **\$2,211,598 in Grant Funds**

- Construction Year: ~2028
- Consultant: Becher Hoppe

Working with the Town on the agreement. Had some preliminary design meetings with Becher Hoppe and Mead and Hunt on the roundabout layout as well as location of water and sewer utilities along the corridor.

7. Business 51 (Volkman St to Schofield Ave):

- Construction Year: 2029/30
- Consultant: Becher Hoppe

Becher Hoppe has submitted the 30% plans to the DOT. Now we just wait for the DOT to progress with their design.

8. Business 51/STH 29 Storm Pond:

- Construction Year: 2026/27
- Consultant: Strand

Working through the various grant programs and continuing discussion with DNR and DOT on state contributions for the project.

9. Alderson St and Jelinek Ave Intersection:

- Construction Year: 2026
- Consultant: Village / MSA

Design work is proceeding.

10. Bike and Pedestrian Masterplan:

The survey for the plan is on the website. A listening session and open house have been conducted by 11/10.

# REQUEST FOR CONSIDERATION

- **Utility Projects:**

1. Well 3 and 4 PFAS Treatment:

- Construction spring/summer 2025
- Consultant: AECOM
- Contractor: August Winter

The GAC Tanks have been installed and water has been pumping to the system as of 10/24/2025.

Well 3 construction services agreement is in the packet.

2. Cedar Creek Interceptor Access Road:

- Construction: Anticipate TBD
- Consultant: Mi-Tech/TBD

Held a Teams Meeting with MSA to review work to date and determine next steps for Right of Way.

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**Attached Docs:**

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**Committee Action:** N/A

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**Fiscal Impact:**

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**Recommendation:**

**Recommended Language for Official Action**

**No Action is needed, solely a discussion item.**

**Or, Something else**

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Additional action:

## STAFF REPORT

Public Mtg/Date:	Public Works Committee – 11/10/2025
Description:	Street Operations Update
From:	Forrest Blarek, Street Superintendent
Question:	Solely an update on project status

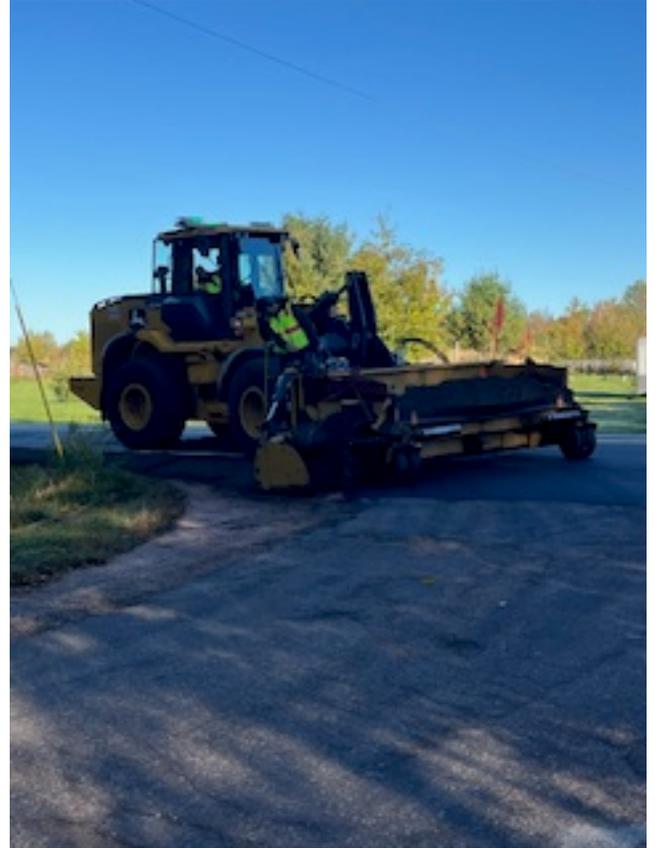
### • Background

#### Current Street Operations Projects



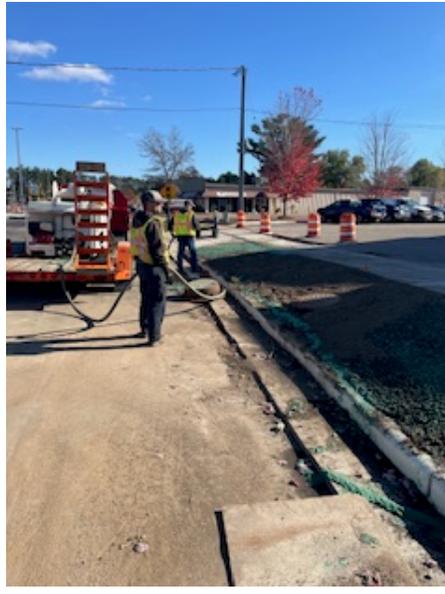
- Street sweeping is a continuing operation.
- Street sweeper is also following behind Curbside pickup routes for the clean-up.
- Sweeper also was on Schofield Ave cleaning.

## STAFF REPORT



- DPW crew finished up all shouldering throughout the Village.
- This included all the blacktop overlay roads and rebuilt roads.

## STAFF REPORT



- DPW along with the Village Park staff did the restoration work on the Schofield Ave project.
- Crews raked and leveled out the topsoil along the south side of the project From Normandy St. to Birch St. and as well as the medians.
- Along with the top soiling they also did the hydro seeding and the placement of bollards and planters on this project.

## STAFF REPORT



- DPW crews are on the curbside pickup operations for fall.
- Leaf and brush pick up are running pretty much on schedule to date.
- Crews are utilizing Village properties such as Kennedy Park for a dump site to make return trips back to picking piles

up in a faster manner.

- Brush is still hauled over to the Villages Ryan St. dump site.

## STAFF REPORT



### **DPW Shop work :**

- Unit #24 (Grader) prepping for winter. Includes wing install, service, and exhaust manifold gasket repairs.
- Pics 2 and 3: continue washing underside of equipment and spraying rust preventer to undersides and frames.
- Unit #9 repairs: transmission service, replace coolant hoses, hydraulic hose repairs, replace salt auger bearings.
- Completed repairs and prep work to the 1-ton pick-up plow.
- Install reflective chevrons to the rear of the patrol trucks. “STAY BACK” decals are needed to be installed.

### **Daily maintenance report:**

**Leaf vacs:** This season has been exceptionally dusty which requires increased maintenance efforts. To keep the vacs operating efficiently

## **STAFF REPORT**

mechanics and operators must wash radiators on both truck and vac units.

To date there has been only 2 minor breakdowns:

- Issue 1: Faulty battery cable.
- Issue 2: An electrical relay malfunctions.

### **Perform seasonal changeover task:**

- Stow mowing equipment on shelves.
- Switch from summer tires to winter tires.
- Setup salt brine maker.
- Prep V=box spreaders for operation.

### **Additional work performed:**

- Fabricated mobile diesel transfer tank for refueling operations.
- Shouldering machine maintenance.
- Unit 526 (grader) battery replacement.
- Unit 201 (1-ton) battery replacement.

### **Work completed by Youth Apprentice:**

- Performed much of the chassis washing and Fluid Film rust preventor.
- Diagnosed and repaired unit 21 (1-ton) check engine light issues.
- Completed Western snowplow repairs.
- Unit 85 (pick-up truck) replace tires.
- Service and replace carbide teeth on Asphalt cold planer.
- Serviced parts washer and replaced solvent.
- Replaced loader broom bristles.
- Helped with the reflective chevrons.

# UTILITY REPORT FOR OCTOBER 2025

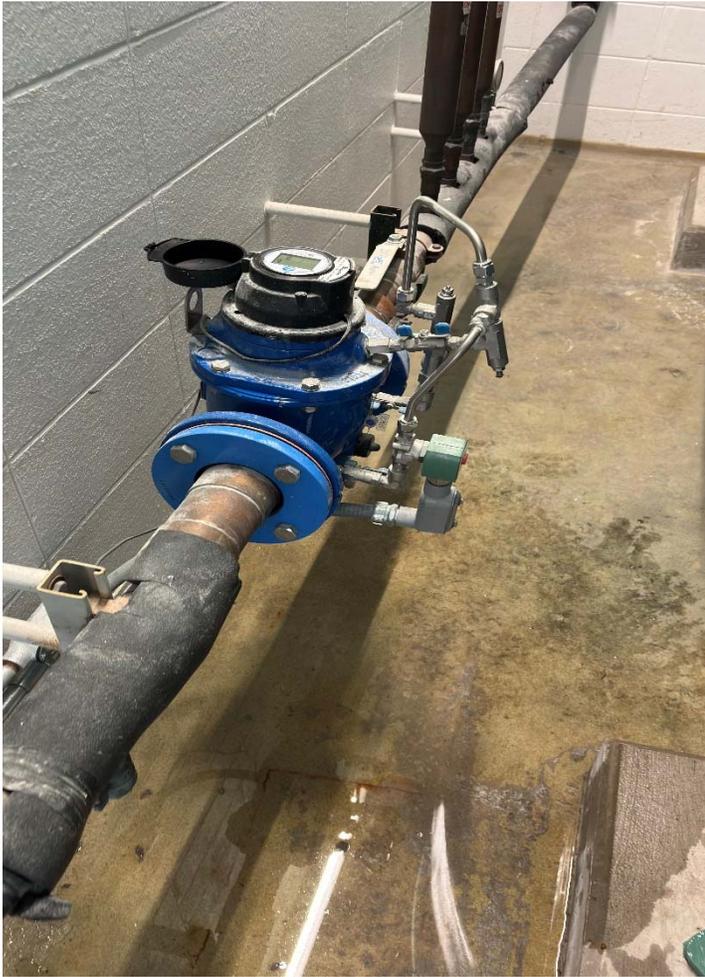
## 1. Superintendent Comments

### a. Water

- Well #1 (Alta Verde) chlorine feed line repair
- Well #4 (Sternberg) transducer troubleshooting
- Well #5 (Bloedel) transducer troubleshooting
- Well #7/8 replace fluoride pump check valve
- Treatment Plant chlorine pump repair
- Weston Ave./Volkman St. watermain leak repair (Photos in report)
- Leak investigation at two spots along E. Jelinek
- Private Well sampling collected
- Well #4 portion of Treatment Plant permanent PFAS removal project completed
- Treatment Plant overhead fill work continued (Photos in report)
- Lateral inspections for water and sewer (Photos in report)
- Watermain Flushing continued (Photos in report)
- Ongoing projects (Weston Ave., Fuller St., Schofield Ave., Green Tree, Hinner Springs)



**WESTON AVE./VOLKMAN ST. WATERMAIN LEAK REPAIR**



**TREATMENT PLANT OVERHEAD FILL**



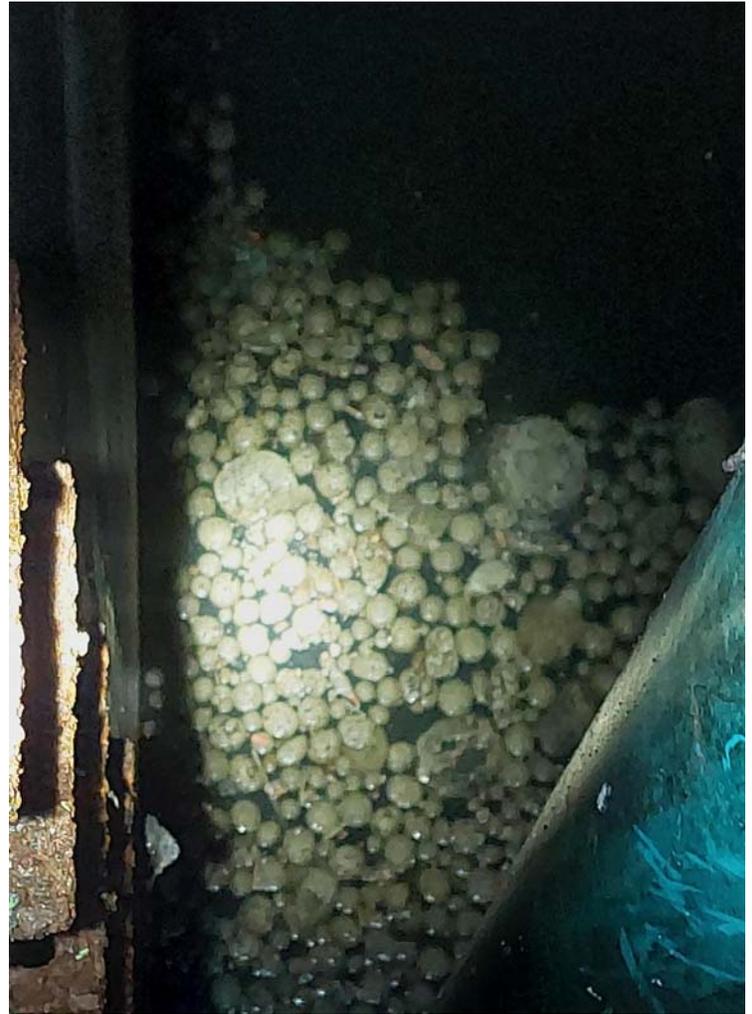
**LATERAL INSPECTION**



**WATERMAIN FLUSHING RESTORATION**

## b. Sewer

- Mesker/Colleen Lift Station install pump #1
- Progress Way Lift Station floats pulled for cleaning
- Eau Claire River Lift Station replace pump flange
- Lift Station Cleaning underway (Photo in report)
- Fuller Street sewer backup investigation (Photo in report)
- Sewer Jetting continued and wrapped early November
- Clean, collect pH Probe data also re-calibrated probes
- Clean bad spots
- Lift Station(s) standby generator general maintenance
- Lift Station(s) pump filters cleaned/replaced



**LIFT STATION CLEANING**



**FULLER STREET SEWER BACKUP INVESTIGATION**

**c. SCADA**

- SCADA is completed and we are working on final adjustments. Reviewing AECOM Draft Site Report.

**d. Diggers Hotline Locates**

- Village Utility Operators marked approximately 221 locates. Many communication installations, project planning as well as upgrades to WPS gas lines.

**e. Work Orders**

- Village Utility Operators completed 41 Work Orders. The majority of work orders were for various water meter installations, meter communication issues, lateral inspections and water quality responses.

**f. Contract Work/Activities Completed/Upcoming**

- Permanent PFAS project complete at Treatment Plant for Well #4 portion. Well #3 project should be getting underway soon.
- Entered Monthly well data to DNR.
- AECOM SCADA project final adjustments October/November.
- Street/Subdivision Projects: Schofield Ave., Weston Ave, Fuller St., Hinner Springs, Green Tree Acres.
- Conducted numerous Water/Sewer Lateral Inspections.
- Water main flushing to continue. Should complete very soon.
- Lift Station cleaning underway. Should complete very soon. One station left.
- Sanitary Sewer jetting completed for the year.

**2. Customers Added**

New customers added during the month.

Type	No. of Customers
Residential Single Family/Condo's	60
Multi Family	4
Commercial/Industrial	9
<b>Total</b>	<b>73</b>

\*A new customer includes new connections and change in residencies

### 3. Water Pumped in 1,000s of gallons (Last 4 Months)

Well 3 (5/27/22) is shutdown for PFAS concerns. The Well #4 portion of Treatment Plant project completed.

	Alta Verde (#1)	Kerry (#2)	Mesker (#3)	Sternberg (#4)	Bloedel (#5)
<b>July</b>					
Total	9,255	23,633	-	-	14,682
Peak	436	888	-	-	729
<b>August</b>					
Total	11,741	23,760	-	-	18,388
Peak	523	907	-	-	784
<b>September</b>					
Total	7,970	21,913	-	-	12,511
Peak	496	843	-	-	783
<b>October</b>					
Total	3,694	21,872	-	4,496	5,839
Peak	281	851	-	575	450
	<b>32,660</b>	<b>91,178</b>	<b>-</b>	<b>4,496</b>	<b>51,420</b>

	Rippling Creek (#6)	Well #7	Well #8	TOTALS
<b>July</b>				
Total	6,775	10,899	11,368	<b>76,612</b>
Peak	351	593	627	<b>453</b>
<b>August</b>				
Total	5,554	9,741	9,880	<b>79,064</b>
Peak	284	460	470	<b>429</b>
<b>September</b>				
Total	6,796	10,410	10,650	<b>70,250</b>
Peak	356	616	629	<b>465</b>
<b>October</b>				
Total	7,123	10,853	11,061	<b>64,938</b>
Peak	436	672	687	<b>494</b>
	<b>26,248</b>	<b>41,903</b>	<b>42,959</b>	
		<b>Total gal X 1000</b>		<b>290,864</b>
		<b>Total gal X 1000 (Less Foremost)</b>		<b>199,686</b>

## 4. Wastewater Flows (Last 4 Months)

Rib Mountain Metropolitan Sewerage District Flow Charge Totals.

	Bus. 51 Flow (X1000)	Cedar Creek Flow (X1000)	Total Flow Charge (X1000)
<b>July</b>			
Total	19,922	16,244	36,166
<b>August</b>			
Total	20,595	16,106	36,701
<b>September</b>			
Total	18,202	15,015	33,217
<b>October</b>			
Total	17,398	14,464	31,862
	<b>76,117</b>	<b>61,829</b>	<b>137,946</b>

## 5. Lift Station Hours

Lift Station Hours											
2025	Harlyn		Fox St.		Mesker/Jelinek			Kathleen		E.C. River	
Month	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 3	Pump 1	Pump 2	Pump 1	Pump 2
<b>Sep</b>	113.2	72.2	79	62.2	89.1	56.7	106.6	7.9	0	48.4	45.2
<b>Oct</b>	74.3	74.8	74.5	70.1	53.7	56	55	7.5	0	47.4	46

2025	Tanya/Tricia		Progress Way		Pointe		Park Terrace		Ryan St.		
Month	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 3
<b>Sep</b>	43.4	33.9	0	18	20.5	31.7	9.9	19	25.6	35.6	36.7
<b>Oct</b>	42.2	37.3	0	18.3	25.6	35.2	10.3	20.5	26.6	38	38.5

2025	Heritage Hills		Ross Ave.		Mesker/Colleen		Trotzer	
Month	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2
<b>Sep</b>	20.6	46.1	35.6	35.5	50.7	187.5	0.4	0.5
<b>Oct</b>	21	21.7	40.1	40.2	59	178.5	0.8	0.5

Summary of Lift Station Hours for last two months.

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works Committee – 11/10/2025</b>
<b>Description:</b>	<b>Construction Services Agreement for Well 3 PFAS Pre-Treatment Project</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works</b>
<b>Question:</b>	<b>Should the Public Works Committee Recommend the Village Board Approve the Engineering Services Agreement with AECOM for Construction Related Services for the Well 3 PFAS Pre-Treatment Project for a not to exceed amount of \$393,502?</b>

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## Background

The Village retained AECOM to design the Wells 3 and 4 PFAS, Iron and Manganese Treatment System.

The attached proposal from AECOM goes over the scope of work and covers 27 weeks of Construction Activity.

The construction bid for this project was a total of \$3,748,603.40 and with the AECOM proposed amount of \$393,502.00 the AECOM contract is approximately 10.5% of the construction contract. This is within the general cost estimate of 10-12% generally used. Additionally, the CIP had an estimated amount of \$4,640,000 for this project in 2026 and between the bid results for construction and this construction services proposal, actual costs appear to be estimated at \$4,142,105 which is nearly \$500,000 less than originally budgeted.

This project also has applied for a Safe Drinking Water Loan (SDWL) where 50% of costs associated with the project are reimbursed by the Wisconsin Department of Natural Resources (DNR). There would be extra paperwork / documentation required due to the loan. AECOM has and will continue to assist us with the SDWL process to ensure we receive our funding. This project also has more detailed work in it as there are structural, electrical, mechanical and plumbing components on this phase of the project as opposed to the mainly plumbing portion of the Well 4 part of the project.

This is an estimated fee based on an estimated timeline and the hours seem reasonable given the contractual timeframe of the project. Actual costs will be based on hours actually worked along with who is performing those tasks. AECOM has Becher Hoppe as a subconsultant on this project to assist with the Construction Inspection Services. Becher Hoppe has more local representatives available during construction that have familiarity with drinking water treatment facilities as they've worked on Wausau's, Rothschild's and Kronenwetter's locally here in the past few years.

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**Attached Docs: - Contract Amendment from AECOM**

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## REQUEST FOR CONSIDERATION

**Committee Action:** - AECOM has provided the design for the project as well as assisted with the Safe Drinking Water Loan Submittal.

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**Fiscal Impact:** - The estimated contract amount is \$393,502. Overall project budget for this phase was \$4,640,000 which between construction bid results and this contract, total costs are approximately \$4,140,000 or \$500,000 less.

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**Recommendation:** Staff recommends approving the contract

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### Recommended Language for Official Action

**I Move to recommend the Village Board approve the engineering services Agreement with AECOM for Construction Related Services for the Well 3 PFAS Pre-Treatment Project for a price not to exceed \$393,502.00**

**Or, Something else**

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Additional action:

## EXHIBIT A

### SERVICES

#### Services:

The Village of Weston (“Client”) desires support for construction related services regarding Well 3 and 4 PFAS treatment system. The Client’s Public Works and Utilities Department (“Utility”) will conduct full-time inspection and support construction related services for the Well 3 and 4 PFAS Treatment project. The AECOM scope of work includes project administration, shop drawing review, and part-time construction observation. Details are described below:

1. Project Administration Estimated Hours 710
  - a. Bidding Support Services
    - i. Assist the Client with advertising for and receiving bids
    - ii. Utilize an online plan room and upload documents as electronic files.
    - iii. Coordinate and attend a pre-bid conference
    - iv. Respond to bidder questions and issue addenda, if necessary.
    - v. Attend the bid opening, analyze bids, and provide AECOM’s opinion regarding award of construction contract.
  - b. Perform general project administration
  - c. Conduct pre-construction meeting
  - d. Attend 24 construction progress meetings
  - e. Manage submittals
  - f. Prepare recommendations for approval of up to 16 pay requests
  - g. Prepare change orders and field orders as required.
  - h. Provide project closeout review and recommendations to Utility.
  - i. Coordinate with DNR for notifications of construction schedule, testing, and startup.
  - j. Assist with funding agency submittals and information requests.
2. Review shop drawings and technical submittals required of the contractor(s) by the contract documents. Includes designer site visits. – Estimated Hours 750
3. Construction Inspection – Estimated Hours 490
  - a. Attend preconstruction meeting
  - b. Provide 20 hours of observation for equipment start-up and testing.
  - c. Furnish a project representative who will visit the construction site at intervals appropriate to the state of construction to become generally familiar with the progress and quality of work in conformance with contract documents. Inspection will be performed up to 12 hours per week for 27 weeks (348 hours)
  - d. Reject work that does not comply with the specifications. Final determination of acceptance or modifications is by Engineer and / or Client.

#### **Assumptions:**

- A. A marked up drawing set from the general contractor will be accepted as record drawings and revised drawings will not be generated by AECOM.
- B. O&M manuals will be provided by the general contractor.
- C. Active construction period will be limited to 27 weeks of activity with other weeks of inactivity Site inspection will be limited to 27 weeks of activity.
- D. Subcontract is expected for construction inspection services.

Schedule:

For 600 days from the date of contract completion.
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Deliverables:

Bidder Recommendation Letter Conformed Document Set Field Reports Shop drawings review comments Site visit reports
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AECOM Project Manager

Name	Angel Gebeau, PE BCEE
Title	Project Manager / Senior Drinking Water Engineer
Address	200 Indiana Ave Stevens Point WI 54481
Phone Number	715-498-1254 715-342-3023
Email Address	Angel.gebeau@aecom.com

Client Project Manager

Name	Michael Wodalski, PE
Title	Director of Public Works
Address	4747 Camp Phillips Road Weston WI 54476
Phone Number	715-359-6114
Email Address	mwodalski@westonwi.gov

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**EXHIBIT B**  
**COMPENSATION AND PAYMENT**

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$ ] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$ 393,502). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$ ]

Other:

The breakdown of the estimated NTE is as follows. The budgets shown for individual tasks are estimates only. They are not intended to serve as caps/limits for individual tasks.

TASK	COST
Project Administration	\$141,932
Shop Drawing Review	\$153,289
Observation	\$98,280

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

**2.1 HOURLY LABOR RATE SCHEDULE**

Submitted separately. Updated annually.

**2.2 OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus eight percent (8%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

**6 PAYMENT**

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593

SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

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# REQUEST FOR CONSIDERATION

<b>Public Mtg/Date:</b>	<b>Public Works Committee – 11/10/2025</b>
<b>Description:</b>	<b>Alderson St and Jelinek Ave Roundabout Right of Way Services Agreement</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Isaac Dolan, Staff Engineer</b>
<b>Question:</b>	<b>Should the Public Works Committee Recommend the Village Board approve a Right of Way Services Agreement with MSA for the Jelinek Ave and Alderson St Intersection in the amount of \$28,425.00?</b>

## Background

In 2024, the Village Board approved a contract with MSA to assist with the design of a compact roundabout at the Alderson St and Jelinek Ave intersection. We are now far enough along in the design process where we can confidently know what the property impacts are likely to be.

To assist the Village with the ROW Services, staff has worked with MSA on a ROW Services Proposal which is attached. Staff has worked with the MSA staff recently on the various Weston Ave projects and has had a good experience working with them. This project has a fairly quick turnaround time to be able to build in 2026.

The Attached Proposal has several assumptions, with the biggest one being appraisals will be needed for all properties. I believe we could at least eliminate one of the appraisals which would reduce the cost by approximately \$4,000, but likely want to leave it in the contract in case an appraisal is needed. There should be just 4 properties impacted, with one of those being Kennedy Park in the NW corner and another being the DC Everest Admin Building in the SW corner of the intersection.

<b>Attached Docs:</b>	<b>Right of Way Services proposal from MSA</b>
<b>Committee Action:</b>	<b>Design was previously authorized and project is included in the CIP</b>
<b>Fiscal Impact:</b>	<b>Cost is \$28,425 which is included in the design budget.</b>
<b>Recommendation:</b>	<b>Staff recommends the contract with MSA for Right of Way services</b>

## Recommended Language for Official Action

**I Move to recommend the Village Board approve the Right of Way Services contract with MSA for the Alderson St and Jelinek Ave intersection in an amount of \$28,425.**

# REQUEST FOR CONSIDERATION

**Or, Something else**

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Additional action:



# Professional Services Agreement

MSA Project Number: 09363044

This AGREEMENT (Agreement) is made effective November 4, 2025 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Peter Miesbauer

Email: [pmiesbauer@msa-ps.com](mailto:pmiesbauer@msa-ps.com)

**VILLAGE OF WESTON (OWNER)**

Address: 4747 Camp Phillips Rd, Weston, WI 54476

Phone: (715) 359-6114

Representative: Michael Wodalski, P.E.

Email: [mwodalski@westonwi.gov](mailto:mwodalski@westonwi.gov)

**Project Name:** ROW Services for Alderson St and Jelinek Ave RAB

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: 11/04/2025  
Approximate Completion Date: 08/31/2026

**The lump sum fee for the work is: \$28,425.00**

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**VILLAGE OF WESTON**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_

Peter Miesbauer

Team Leader

Date: 11/04/2025

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

**12. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

**14. Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**15. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**16. Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

## ATTACHMENT A: SCOPE OF SERVICES

Services under this AGREEMENT shall consist of assisting the Village of Weston (OWNER) with real estate acquisition services for the Alderson St and Jelinek Ave RAB project. The project will include the construction of a roundabout at the intersection of Alderson St and Jelinek Ave.

**Project understanding:** From the information supplied to MSA, it is our understanding:

- The project is not funded with State funding and will not be advertised and let by WisDOT. WisDOT oversight is not anticipated.
- Construction is planned for the summer of 2026.
- New right of way interests will be required from 3 parcels.
- Any Utility parcel releases of rights is unknown. If needed, they will be completed at an additional cost.
- New right of way acquisitions are assumed to be non-complex. There will be no impacts to privately owned fences, signs, or other improvements.
- Negotiations for all parcels will be completed using the standard appraisal process. The Nominal Payment Process or appraisal waiver process will not be attempted.

### **Project Schedule**

Project construction is planned to begin in summer 2026 when school is not in session. Right of way clear is estimated for May 1, 2026.

### **Real Estate Acquisition Scope of Services:**

The Real Estate Acquisition Services will follow the Federal Uniform Relocation Act and Wisconsin State Statutes. All work will be performed in accordance with generally accepted standards of the profession and requirements contained in the current WisDOT Real Estate Program Manual, Wisconsin Statute Chapter 32, and the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

### **Project Preparation**

1. MSA will review the title and update(s) to determine correct ownership information.
2. MSA will create individual parcel folder(s) to function as the official record of documents and correspondence for each impacted property owner.
3. The OWNER will approve and appropriately file a Relocation Order and right of way plat.
4. MSA will prepare and mail an introduction letter along with the Property Owner's Rights brochure and information on the project, including:
  - a. Staking schedule (staking completed by others)
  - b. Contact information for the MSA project negotiator and subconsultant appraiser.
5. Create parcel file and the property owner's packet of documents, commonly referred to as the offering price packet.

### **Evaluation and Subconsultants**

1. Determine values. The parcels are to receive an appraisal offer.
  - a. Cheryl Schroeder or Steve Kimble with Becher Hoppe will prepare the required appraisal reports as a subconsultant to MSA.
  - b. The procedures for approving the appraisal and offering price report will be coordinated with the OWNER.

## **Negotiations**

1. MSA will:
  - a. Issue offering price packet to the property owner after the estimate of just compensation is approved. Issuance may be completed with an in-person meeting or via certified mail based on the property's owner's response, cooperation, and project schedule.
  - b. Provide follow-up and continued negotiation with property owners to answer questions regarding the information provided and obtain an agreement. One meeting is anticipated with each property owner as requested to address concerns. Meetings are expected to be held at or near the property area.
  - c. When a negotiated agreement has been reached, a payment request will be provided to the OWNER. This request will include all pertinent documents including an IRS form W-9.
  - d. Regular updates will be provided to keep the OWNER informed of the progress and any negotiation issues.
  - e. Complete Administrative Revisions when applicable and will provide recommendations for any proposed increases to the initial offering price.

## **Condemnation**

1. If parcel negotiations do not result in an acceptable agreement with the property owner, MSA will prepare condemnation documents for the Village's review. They include:
  - a. Jurisdictional Offer. Issuance of this offer is the 1<sup>st</sup> step in this process. It is issued to the owner and all other parties of interest via certified mail and has a 20-day life.
  - b. Notice of Lis Pendens. This document provides notice of a pending title action and must be recorded with the register of deeds within 14 days.
  - c. Award of Damages. This functions as the conveyance document and is used to conclude the transaction if the owner rejects or ignores the Jurisdictional Offer. It is recorded with the register of deeds once payment is issued.

## **Closing Transaction**

1. Prepare closing documents including real estate tax proration and closing statement, if needed.
2. Work to obtain releases of any encumbrances that apply to the area of acquisition for any fee acquisitions. This is generally for any mortgage on the property, but can be needed for easements, leases, judgments, etc.. Releases are generally not required for easement acquisitions.
3. When a negotiated settlement has been reached, a payment request will be provided to the OWNER. MSA will distribute the check to the property owner.
4. Close the transaction with the property owner and provide payment along with copies of approved document(s).
5. Record conveyance and other transaction documents with the County Register of Deeds via Simplifile.com.

## **Project Close-out**

1. Parcel folder and file organization and clean-up.
2. Complete the parcel negotiation diary.

## **Project Management and Administration**

1. Perform quality assurance reviews.
2. Coordinate necessary real estate project tasks with the OWNER.

3. Discuss with the OWNER any issues that arise that could jeopardize on-time delivery or create increased acquisition costs.
4. Provide regular updates to the OWNER. Inform all parties of the progress and any negotiation issues.
5. Attend up to 3 in-person meetings with the Village.
6. Provide recommendations to the OWNER to resolve problematic or complex real estate issues.
7. General project and contract management duties.

**Extra Services not included in scope of the base estimated costs:**

1. Difficult negotiations with any property owner requiring more than one additional meeting.
2. Efforts to obtain mortgage releases or releases of any other title encumbrance.
3. Efforts to identify encroachments, issue revocable occupancy permits or removal letters.

**Services and Other Information Provided by Client**

1. Property owner contact information, if available.
2. Timely approvals of appraisal, offering price report, payment request, etc. OWNER approval of these items is critical to keeping the project on schedule and obtaining the parcels by the desired acquisition date.
3. Prepare Federal 1099-S Form for fee parcel if payment is greater than \$600, as required.

**Compensation for the work is as follows:**

Payment for Real Estate Acquisition services will be lump sum for the total estimate fee based below: on the following basis.

<b>Base Cost Service Provided</b>	<b>Method of Payment</b>	<b>Estimated Number</b>	<b>Unit Cost</b>	<b>Cost</b>
Appraisal Report	Lump Sum	3	\$4,000	\$12,000
Parcel Acquisition				\$14,025
<i>Project / Parcel Preparation</i>	<i>Lump Sum</i>	3	<i>\$550</i>	<i>\$1,650</i>
<i>Parcel Negotiation</i>	<i>Lump Sum</i>	3	<i>\$2,800</i>	<i>\$8,400</i>
<i>Parcel Closing and Condemnation</i>	<i>Lump Sum</i>	3	<i>\$1,050</i>	<i>\$3,150</i>
<i>Close-out</i>	<i>Lump Sum</i>	3	<i>\$275</i>	<i>\$825</i>
Right of Way Management	Lump Sum	1		\$2,400
Utility Parcel Release	Time and expense			As needed

The number of affected parcels is approximate and may change upon the final plat. The invoicing and final costs will reflect the final number of parcels of each type.

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works Committee – 11/10/2025</b>
<b>Description:</b>	<b>Shorey Ave to Lexington Ct Utility Looping Project</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Isaac Dolan, Staff Engineer Josh Swenson, Utility Superintendent</b>
<b>Question:</b>	<b>Should the Public Works Committee Recommend Village Staff continue working with Lewis Construction on a utility looping project between Shorey Ave and Lexington Ct?</b>

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## Background

In 2019/2020, Lewis Construction was looking at adding additional buildings onto their site at the southeast corner of County Road X and Shorey Ave. Along with the buildings they were exploring the idea of connecting to public water and sewer as the site is currently on private well and septic.

Preliminary discussions were had with Lewis Construction at that time as there is an opportunity to eliminate the need for the Heritage Hills Lift Station at the end of Lexington Ct as gravity sewer would be able to flow north from the cul-de-sac, through the Lewis property and then connect to the sanitary sewer system on Shorey Ave. Additionally, the water system is essentially one long dead end starting at County Road X and Howland Ave and looping that system back to Shorey Ave would also be advantageous to the water utility.

In mid-October, Village staff was once again contacted by Lewis Construction about the possibility of running public water and sewer to serve their facilities. This project appears to be a good opportunity for a public / private partnership that would benefit both parties.

At this time, Lewis Construction is working with REI Engineering to conduct some preliminary design as wetlands and other factors need to be looked at more closely before continuing. Staff is bringing this project to the Committee's attention as it was not included in the latest iteration of the Capital Improvement Plan.

This project was identified though in the Water Master Plan (Project 2) from 2019, but likely was only going to be undertaken once an opportunity to work with the adjacent property owners presented itself (which is the case currently). Additionally, the ability to eliminate a lift station helps reduce the annual maintenance cost of the sanitary sewer system from power usage and staff time to maintain the pumps. Lift stations also do not have infinite lives and eventually will need to be replaced. The last station of a similar size that was replaced had a construction cost just over \$400,000.

# REQUEST FOR CONSIDERATION

This appears to be a good opportunity to enhance the reliability of the water system by eliminating a long dead end line and also reduce current operations costs for the sanitary sewer utility while also eliminating costly future capital costs.

The Village had a somewhat similar agreement with SC Swiderski several years ago to loop a watermain where the developer paid for the costs they would have had no matter what to serve their development and then the Village paid for the costs outside of what was needed just for the development.

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**Attached Docs:**            - Schematic of Utility Route from Shorey Ave to Lexington Ct through the Lewis Property  
                                     - Water Utility Masterplan showing this project (Project 2)

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**Committee Action:**    N/A

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**Fiscal Impact:**        Cost impact is yet to be determined as the scope of the project is still being worked out with Lewis Construction.

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**Recommendation:**    Staff recommends continuing to work with Lewis Construction on this potential utility looping project

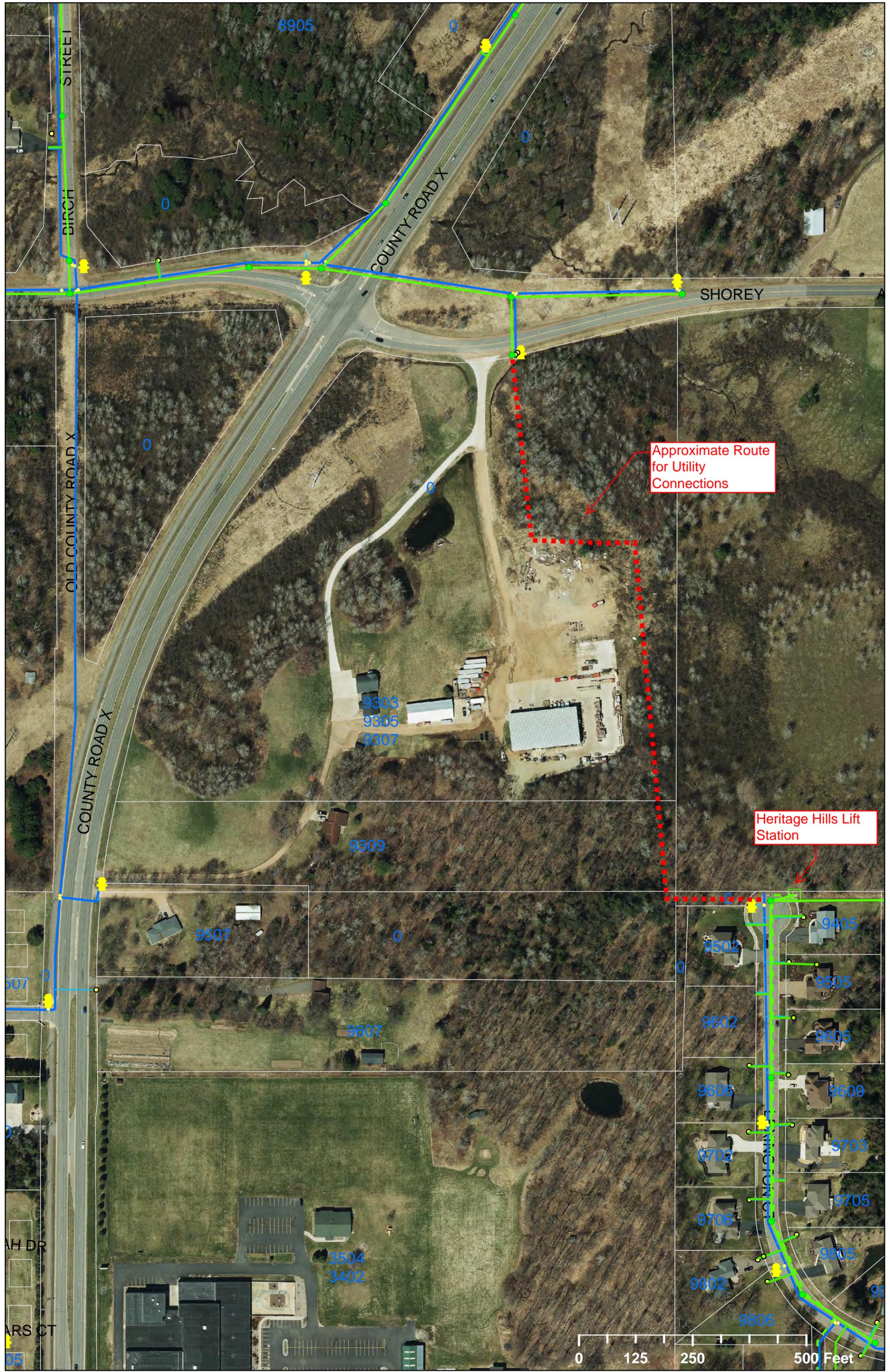
<b>Recommended Language for Official Action</b>
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**I Move to recommend the Village Board authorize staff to continue working with Lewis Construction on the potential utility looping project.**

**Or, Something else**

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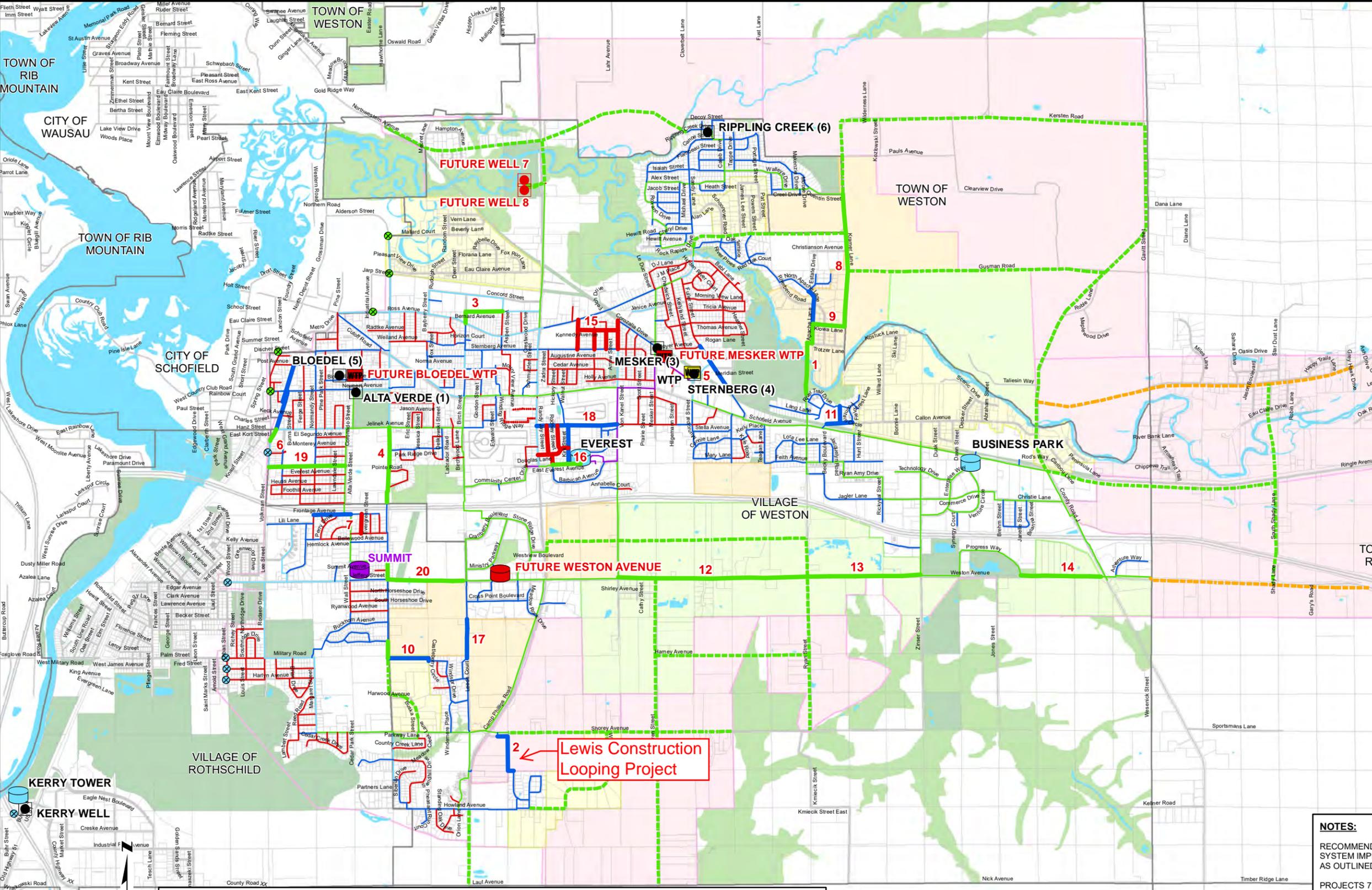
Additional action:



Approximate Route for Utility Connections

Heritage Hills Lift Station





**LEGEND**

**RECOMMENDED FACILITIES**

- FUTURE TOWER
- FUTURE WTP
- FUTURE WELL

**RECOMMENDED WATER DISTRIBUTION SYSTEM IMPROVEMENTS**

- 6-INCH
- 8-INCH
- 12-INCH

**RECOMMENDED WATER MAIN EXPANSION**

- 12-INCH
- 16-INCH

**EXISTING WATER MAIN DIAMETER**

- 6-INCH
- 8-INCH
- 10-INCH
- 12-INCH
- 14-INCH

**PRIVATE WATER MAINS**

- 6-INCH

**WATER SYSTEM FACILITIES**

- WELL
- TREATMENT PLANT/CLEARWELL
- ELEVATED TOWER
- DEMOLISHED TOWER

**EMERGENCY CONNECTIONS**

- VILLAGE OF ROTHSCHILD
- CITY OF SCHOFIELD

**PROJECTED AREAS FOR WATER SERVICE BY UTILITY**

- CURRENTLY NOT SEWERED
- 2025 DEVELOPMENT
- 2030 DEVELOPMENT
- 2040 DEVELOPMENT
- 2040 SERVICE BOUNDARY

**BASE MAPPING**

- MUNICIPAL BOUNDARY
- PARCELS
- ROADS
- ENVIRONMENTAL CORRIDOR
- PARK
- WATER

**NOTES:**

RECOMMENDED WATER DISTRIBUTION SYSTEM IMPROVEMENTS ARE PROJECTS AS OUTLINED IN CHAPTER 9 SECTION 9.9.

PROJECTS 7, 11, AND 15 WERE COMPLETED IN 2020.

**KERRY SYSTEM RECOMMENDED FACILITY IMPROVEMENTS INCLUDE:**

- NEW PERMANENT STANDBY GENERATOR
- AUTOMATIC SYSTEM FOR OPENING CONNECTION TO ROTHSCHILD WITH FLUSHING SYSTEM
- STORAGE IMPROVEMENT (KERRY TOWER REPAIRS OR DEMOLISH KERRY TOWER AND INSTALL NEW SURGE TANK, FURTHER EVALUATION RECOMMENDED)



**FIGURE 10-2**  
**RECOMMENDED WATER SYSTEM**  
**MASTER PLAN**  
**WESTON, WISCONSIN**

DECEMBER 2020 60580895

TABLE 10-1: CAPITAL IMPROVEMENTS PLAN

Short-Term Improvements (5 Years)	Estimated Cost <sup>1</sup>	Mid-Term Improvements (6-10 Years)	Estimated Cost <sup>1</sup>
New Well 7 Including Well, Pump, VFD Controls, Building, Chemical Feed Equipment, SCADA, Generator and Site Work	\$2,646,000	New Weston Ave 0.75 MG Composite Tower with Altitude Valve, Site Work, Telemetry, and Piping	\$3,066,000
New Well 8 (Pitless Well, Pump, VFD Controls and Piping)	\$448,000	Demolish Summit Tower	\$56,000
New Bloedel WTP (includes pressure filters with backwash tank and chemical feed in new building at Well 5, new building and pump at Well 1, piping from Well 1 to WTP, Well 5 pump modifications with VFD controls, and standby generator)	\$5,089,000	New Mesker WTP (includes new treatment building, pressure filters with backwash tank and chemical feed systems, Well 3 pump modifications with VFD controls, electrical improvements at Well 3, and standby generator)	\$4,200,000
SCADA Upgrades Including New Control Panels at the WTP (Air Stripper), Existing Towers and Wells	\$728,000	Well 4 (Sternberg) Pump Replacement and VFD Addition	\$70,000
Altitude Valve at Summit Tower	\$60,200	WTP (Air Stripper) Booster Pumps Replacement and New VFD	\$126,000
Distribution System Project 1 - Ryan Street River Crossing <sup>3,4,5,8</sup>	\$726,000		
Distribution System Project 5 - Fuller St <sup>2,5,8</sup>	\$276,000	Distribution System Project 2 - Lexington Ct <sup>3,5,8</sup>	\$218,000
Distribution System Project 8 -Kraemer Ln <sup>3,5,8</sup>	\$707,000	Distribution System Project 3 - Birch St <sup>2,5,8</sup>	\$304,000
Distribution System Project 12 - Development, Weston Ave <sup>3,5,8</sup>	\$1,013,000	Distribution System Project 4 - Alderson St <sup>2,5,8</sup>	\$473,000
Distribution System Project 13 - Development, Weston Ave <sup>3,5,8</sup>	\$604,000	Distribution System Project 6 - Business 51 <sup>2,3,5,8</sup>	\$511,000
Distribution System Project 14 - Development, Weston Ave <sup>3,5,8</sup>	\$428,000	Distribution System Project 9 - Kiowa Ln <sup>3,5,8</sup>	\$171,000
Distribution System Project 16 - Everest Ave <sup>2,5,8</sup>	\$858,000	Distribution System Project 10 - Alderson St <sup>3,5,8</sup>	\$278,000
Distribution System Project 17 - Birch St <sup>3,5,8</sup>	\$170,000	Water Main Renewal - Year 6-10: (~550 feet and \$84,700 per year) <sup>2,5,7</sup>	\$424,000
Distribution System Project 18 - Jelinek Ave <sup>2,3,5,8</sup>	\$383,000		
Distribution System Project 19 - Everest Ave <sup>2,5,8</sup>	\$482,000	Transmission Mains for Expansion (approximately 3.0 miles of 12-inch main) <sup>3</sup>	\$2,418,000
Distribution System Project 20 – Summit Tower Reliability <sup>2,3,5,8</sup>	\$522,000		
Well 2 Standby Generator	\$200,000	Total	\$12,315,000
Automatic System for Opening Rothschild Connection and Hydrant Flushing System (Kerry System)	\$136,000	<b>Long-Term Improvements (11-20 Years)</b>	
		Water Main Renewal - Years 11-20 (~ 500 feet and \$84,700 per year) <sup>2,5,7</sup>	\$847,000
Kerry System Storage Improvements <sup>6</sup>	\$175,000	Transmission Mains for Expansion (~ 3.6 miles of 16-inch main, ~ 15.3 miles of 12-inch main, and 4 additional river crossings) <sup>3,4</sup>	\$16,545,000
Expansion Transmission Mains for Expansion (~ 4.2 miles of 12-inch main) <sup>3</sup>	\$3,419,000		
<b>Total</b>	<b>\$19,070,200</b>	<b>Total</b>	<b>\$17,392,000</b>

Footnotes:

- 1 Assumed 15 percent for engineering design and construction administration/inspection and 25 percent for contingencies.
- 2 Water main replacement costs before engineering and contingency were estimated using \$100/foot for 6-inch pipe, \$110/foot for 8-inch pipe, and \$130/foot for 12-inch pipe.
- 3 Water main expansion costs before engineering and contingency were estimated using \$90/foot for 8-inch pipe, \$110/foot for 12-inch pipe, \$140/ft for 16-inch pipe main.
- 4 Water mains crossing rivers were estimated at \$180/foot for 12-inch pipe.
- 5 Water main estimates are general planning numbers and do not include roadway replacement.
- 6 It is recommended that the Utility evaluate alternatives such as hydropneumatic tank for surge protection and removing the Kerry Tower from service or plan to complete the repairs needed for the Kerry Tower.
- 7 Water main replacement cost for water main renewal is based on 8-inch water main.
- 8 As illustrated in Figure 9-4.

Notes:

- Distribution System Project 7, Project 11, and Project 15 were completed in 2020; therefore, are not included in the CIP.
- Estimates do not include land purchase, if necessary.
- The engineer's cost estimates are only an estimate of possible construction costs for budgeting purposes. The estimates are limited to the conditions existing at issuance of the report and is not a guarantee of actual price or cost. Uncertain market conditions such as, but not limited to local labor or contractor availability, wages, other work, material market fluctuations, price escalations, force majeure events, and developing bidding conditions, etc. may affect the accuracy of this estimate. AECOM is not responsible for any variance from this estimate or actual prices and conditions obtained.
- This estimate is an ACE Class 4 Order of Magnitude cost estimate and is based on 2020 dollars.

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works Committee – 11/10/2025</b>
<b>Description:</b>	<b>Shorey Ave Utility Connection and Sewer Extension Agreement</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Josh Swenson, Utility Superintendent</b>
<b>Question:</b>	<b>Should the Public Works Committee Recommend the Village Board approve staff to work on a sanitary sewer extension to the lot owned by Chad Gumz along Shorey Ave. though an access fee/developer agreement?</b>

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## Background

Chad Gumz contacted to Village of Weston in 2021 to inquire about the current utilities at a property along Shorey Ave. in Rothschild. The property is located directly east of 2112 Shorey Ave. Currently, watermain fronts the property but not sanitary sewer. Sanitary sewer currently runs up Cedar Park St. and crosses to the north side of Shorey Ave. approximately 230 feet west of the property in question.

Mr. Gumz is interested in having sanitary service run to the property along Shorey Ave. with the understanding there would be expenses on his end to achieve this. This proposed extension would now front 2112 Shorey Ave. as well and would make the homeowners obligated to connect based on an agreement from October 2009.

2112 Shorey Ave. (former Buelow property as of 2020) currently has water service along with a private sewer lateral connected to a manhole on the north side of Shorey Ave. The 2009 agreement states that upon completion of a sewer extension by the Village or by a private developer, the owners shall be obligated to hook into the public sewer line and the existing lateral be discontinued.

Village staff has adopted the policy of evaluating cost of furnishing/extending municipal services, compared to the cost of installing a private system, as a primary consideration in determining whether service is “available” for areas just outside the existing service limits of the utility. Staff recognizes the costs associated with each of the options. However, staff also takes into consideration the opportunity for other properties to be connected to future extensions. In this case staff determines that the property does have sanitary service available and would look to work on a sanitary service extension agreement via either an access fee/special assessment or as a development agreement. Attached is an example of an agreement made previously with Mr. Gumz when he had a different house built in a similar manner.

# REQUEST FOR CONSIDERATION

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**Attached Docs:**

- Aerial photo of location
- Asbuilt drawing at Shorey Ave./Cedar Park St. Intersection
- Example Recorded Utility Service Agreement (2013)

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**Committee Action:**

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**Fiscal Impact:** To be determined once project scope and costs are established

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**Recommendation:** Staff recommends working with Mr. Gumz to extend the sanitary sewer to the property through an access fee/developer agreement.

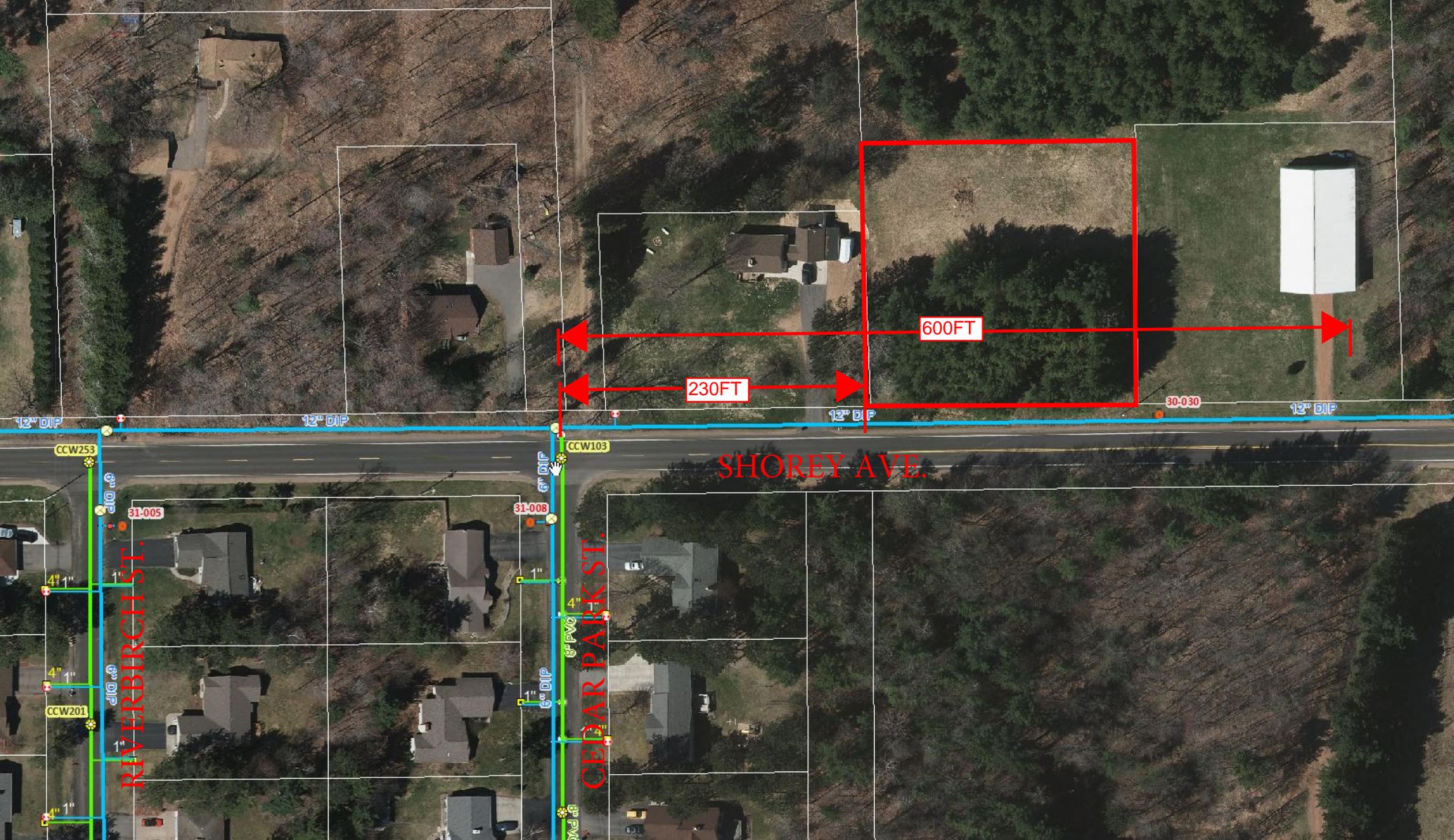
## Recommended Language for Official Action

**I move to recommend the Village Board approve staff to work on a sanitary sewer extension to the lot owned by Chad Gumz through an access fee/developer agreement**

**Or, Something else**

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Additional action:



SHOREY AVE.

RIVERBIRCH ST.

CEDAR PARK ST.

230FT

600FT

CCW253

31-005

CCW201

31-008

CCW103

30-030

12" DIP

12" DIP

6" DIP

12" DIP

12" DIP

4" 1"

4" 1"

4" 1"

6" DIP

6" PVO

4"

6" DIP

4"



UTILITY SERVICE AGREEMENT



DOC# 1654148

Document Number

Document Title

1376879

THIS AGREEMENT dated this 26<sup>th</sup> day of July 2013, is by and between the VILLAGE OF WESTON, a Municipal Corporation of Marathon County, Wisconsin, (hereinafter "VILLAGE") and Chad Gumz, an adult resident of Marathon County, Wisconsin (hereinafter "OWNER").

WHEREAS, OWNER represents all of the ownership interests in the following described property located in Marathon County, Wisconsin:

SEC 29-28-08  
PT OF SW ¼ SW ¼ - LOT 1  
CSM VOL 58 PG 134 (#13387)

(hereinafter "OWNER'S PROPERTY");

WHEREAS, OWNER has requested the VILLAGE to allow him to connect to the VILLAGE sanitary sewer line which presently terminates at or near the east end of Parkway Lane;

WHEREAS, OWNER has also requested the VILLAGE to allow him to connect to the VILLAGE water main which presently fronts the OWNER'S PROPERTY along Shorey Avenue;

WHEREAS, the South line of OWNER'S PROPERTY is located approximately 230 feet north of Parkway Lane and the aforesaid termination of the VILLAGE sanitary sewer line. A sanitary sewer main extension to only serve the OWNER'S PROPERTY would be cost prohibitive due to the requirement for an extension either on Alderson Street or on easements within the Village park and Shorey Avenue;

WHEREAS, no assessments for sanitary sewer or water main improvements have been previously levied against OWNER'S PROPERTY; and

WHEREAS, Section 78.123 of the Weston Municipal Code provides for the collection of an access fee for water or sanitary sewer mains previously installed, but not special assessed and describes conditions for collecting the Access Fee, including the number of installment payments.

NOW, THEREFORE, upon the foregoing premises and the mutual covenants of the parties, it is agreed as follows:

1. OWNER shall be permitted to connect OWNER'S PROPERTY to the existing water main on Shorey Avenue;
2. VILLAGE shall extend a sanitary sewer main from Parkway Lane to the centerline of Shorey Avenue, at which point OWNER shall be permitted to connect OWNER'S PROPERTY to the sewer main;
3. OWNER, at his sole cost, shall install water and sewer service laterals on OWNER'S PROPERTY, in accordance with all applicable laws and ordinances, including any permit fees;
4. OWNER shall pay VILLAGE an Access Fee pursuant to Section 78.123 of the Weston Municipal Code for water and sanitary sewer connections as identified on Exhibit 1;
5. If the OWNER PAYS THE FULL Access Fee, VILLAGE shall not levy future special assessments for water or sanitary sewer service to OWNER'S PROPERTY for at least fifty (50) years, unless OWNERS' PROPERTY is divided or a different water delivery or waste disposal system is implemented by the VILLAGE; and
6. The Access Fee shall be paid in a lump sum to VILLAGE on or before August 1, 2013 or in ten (10) equal annual installments of principal plus 3.5% interest to the Village Clerk. Annual Payments shall be due within thirty (30) days of billing. Installment payments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate of 3.5% per annum on the unpaid balance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be signed on the date and year first above written.

[SIGNATURES ON PAGE 2]

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

*Michael J. Sydow*

Recording Area

Name and Return Address  
Attorney Matthew E. Yde  
Strasser & Yde, S.C.  
PO Box 1323  
Wausau, WI 54402-1323

*RO, D*  
*Chg 30.00*  
*Village of Weston*  
*(Send Invoice)*

Parcel Identification Number (PIN)  
192-2808-293-0966 ✓



Attorneys-At-Law

305 South 18th Avenue • Suite 210 • P.O. Box 1323 • Wausau, Wisconsin 54402-1323  
Phone 715-845-7800 • Fax 715-845-7805

November 4, 2013

Keith Donner  
Village of Weston  
5500 Schofield Ave.  
Weston, WI 54476

Re: Gumz Utility Service Agreement

Dear Keith:

Enclosed for your file please find the original recorded Utility Service Agreement relative to the Chad Gumz property. We will keep a copy in our file.

Please contact me with any questions. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jaclyn Wissmueller', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the beginning.

Jaclyn Wissmueller  
Legal Assistant  
Strasser & Yde, S.C.

Enclosure



**EXHIBIT 1 - ACCESS FEE AGREEMENT**

Gumz Property, Northeast corner of Alderson Street and Shorey Avenue

Equivalent Costs For Sanitary Sewer and Water Main Extensions, based on full lot frontage on Shorey Avenue  
 Lot has 272 feet of frontage on Shorey, 480 feet of frontage on Alderson

Description	Quantity	Unit Cost	Total Cost	Assessable Cost	
Sewer Main Extension	272	\$ 54.57	\$ 14,843.04	\$ 7,421.52	
Sanitary Sewer MH	1	\$ 4,038.00	\$ 4,038.00	\$ 2,019.00	
Water Main Extension	272	\$ 61.10	\$ 16,619.20	\$ 8,309.60	
Fire hydrant	0	\$ 3,272.00	\$ -	\$ -	
<b>Total Equivalent Main Extension Costs</b>			<b>\$ 35,500.24</b>	<b>\$ 17,750.12</b>	Village access fees
Sewer Lateral Installation in R.O.W. (included in main extension estimate)			\$ -	\$ -	
Water Lateral Installation in R.O.W.			\$ 4,895.00	\$ 4,895.00	Additional Charge through contractor
Sewer Hook-up Fee				\$ 545.00	Separate Charge from Village
<b>Total Estimated (off-site) Costs for Customer</b>				<b>\$ 23,190.12</b>	
Sewer/Water Main access fees				\$ 22,645.12	Eligible for repayment agreement
Hook-up fee				\$ 545.00	



DOC # 1654148

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works – 11/10/2025</b>
<b>Description:</b>	<b>Trench Box Purchase</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Brian Schmidt, Fleet Foreman</b>
<b>Question:</b>	<b>Should the Public Works Committee Recommend the Village Board Approve the purchase of a Trench Box from United Rentals for a total amount of \$10,600.00?</b>

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## Background

In the Village's Capital Improvement Plan that was approved for 2025, there was \$400,000 allocated for Public Works Equipment for 2025 as well as an additional \$150,000 allocated for a plow truck chassis creating a total budgeted amount of \$550,000.

To date there have been 4 purchases/commitments totaling \$501,749. Thus, there is \$48,251 left in the equipment budget for 2025.

Staff is requesting the purchase of a replacement trench box for use in excavations. Throughout the year staff repairs the water, sanitary and storm water facilities throughout the Village. Our existing trench box is fairly large and is not adjustable so no matter the size of the repair needed, we have to dig a hole big enough to fit the trench box. The proposed new box has spreaders that are adjustable so we can fit it into the size we need. This is also helpful when working around other underground utilities such as gas lines, fiber optic lines, etc. The smaller we can keep the excavation, the less restoration needs to be completed as well which can become costly when sidewalk, curb and gutter and pavement needs to be replaced. Below are other highlights of the trench box:

### 1. Safety

Trench cave-ins are one of the leading causes of fatalities in construction and utility work. OSHA reports that a single cubic yard of soil can weigh as much as a car—posing a deadly risk to workers. OSHA Requirements: Federal regulations mandate protective systems for trenches deeper than 5 feet. Non-compliance can result in significant fines and legal liability.

As a public entity, the Village has a responsibility to prioritize the safety of its employees and contractors.

Investing in trench protection reflects a proactive approach to workplace safety and sets a positive example for the community. It demonstrates our commitment to safeguarding those who serve the public and reinforces our role as a responsible steward of public resources.

### 2. Purchase vs. Rental

Trench protection is a small investment compared to the potential cost of injury or loss of life. Much of the trench work performed by the Village occurs outside of regular operating hours, including evenings and weekends. In these situations, securing rental trench protection equipment on short notice is often difficult. Relying on rentals also means we can't guarantee availability when it's urgently needed.

# REQUEST FOR CONSIDERATION

### 3. Reason for Updating

The Village's current trench box is often too wide for many job site conditions, limiting its usability. Additionally, the manufacturer, Safe-T-Shore, appears to be out of business, which prevents us from sourcing alternative cross bars to better suit our needs.

The existing trench box is constructed of steel, making it extremely heavy and difficult to transport and position. Due to its weight, it can only be used with our large excavators, further restricting its flexibility in the field.

### 4. Operational Efficiency

With proper trench protection, crews can work more confidently and efficiently, reducing delays and downtime. Our current trench protection width is not adjustable.

Versatility: Equipment like trench boxes or hydraulic shoring can be reused across multiple projects, making it a long-term investment.

### Quotes for 8x8 Shield, adjustable 24" to 36"

#### Trench Protection Equipment Quotes

Vendor	Equipment Details	Cost (Excl. Shipping)	Shipping	Total Cost
United Rentals	Box with spreaders (no shipping)	\$10,600	—	\$10,600
Kelb Brothers	Box: \$10,860 Spreaders, pins, keepers: \$1,560	\$12,420	—	\$12,420
E.C.S.	Box with spreaders: \$9,900	\$9,900	\$4,000	\$13,900

### Recommendation

Staff recommends the purchase of trench cave-in protection equipment from United Rentals for a total cost of \$10,600.

United Rentals was the cheapest bid. Also, they are a local company located in Kronenwetter.

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**Attached Docs:** - CIP for Equipment Purchases

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**Committee Action:** CIP was previously discussed

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**Fiscal Impact:** - \$48,251 is remaining in the 2025 equipment budget, this purchase of \$10,600 would bring the balance down to \$37,651

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**Recommendation:** Staff recommends purchasing the trench box from United Rentals

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# REQUEST FOR CONSIDERATION

## Recommended Language for Official Action

**I move to recommend the Village Board approve the purchase of 8 x 8 Trench Box with Spreaders from United Rentals for \$10,600**

**Or, Something else**

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Additional action:

Village of Weston: CIP (2024-2025)

2024 and 2025 Projects	Revised Scenario "C" CIP Est						
Project Name	Water	Sanitary	Storm	TIF	General	Grants/Other Rev	Total
<b>Street Projects</b>							
E Jelinek and Von Kanel	\$ 580,000	\$ 365,000	\$ 625,000	\$ 945,000	\$ 325,000		\$ 2,840,000
Asphalt Overlays (Crane Meadows Subdivision)						GTAs	\$ -
Schofield Ave and Mesker Signalized Intersection					\$ 510,000		\$ 510,000
Jelinek Ave (Machmueller to Alta Verde)	\$ 140,000		\$ 250,000		\$ 575,000		\$ 965,000
Weston Ave (Alderson to Birch) Including Summit/Alderson Utilities	\$ 175,000	\$ 130,000		\$ 1,060,921	LRIP Grant	\$ 366,732	\$ 1,732,653
Weston Ave Reconstruction (X to Ryan) 24-25				\$ 8,500,000			\$ 8,500,000
Fuller St	\$ 250,000	\$ 115,000	\$ 1,200,000		\$ 2,075,000		\$ 3,640,000
Ross Ave Design (Metro to Alderson)					\$ 125,000		\$ 259,050
Ross Ave Design (River Bend to Pauls)	\$ 50,000	\$ 50,000			\$ 100,000		\$ 345,750
Ross Ave Design (CR-X)					\$ 75,000		\$ 75,000
Asphalt Overlays (2025)						\$ 150,000	\$ 150,000
Shorey Ave Repaving (X to Heeren)					\$ 300,000	\$ 25,000	\$ 325,000
Alderson and Jelinek Intersection (Design only in 2025)					\$ 50,000		\$ 50,000
Future PW Project Design (Concord, Radtke, Howland, Everest Area)	\$ 75,000	\$ 50,000	\$ 50,000		\$ 75,000		\$ 250,000
Bike and Ped Masterplan						\$ 60,000	\$ 60,000
Bloedel Ave and Well 1/5 Treatment (Design)	\$ 25,000	\$ 25,000	\$ 25,000		\$ 50,000		\$ 125,000
Business Park Repaving (East of Zinser)				\$ 1,000,000			\$ 1,000,000
Business Park Repaving (W of Zinser)				\$ 1,000,000			\$ 1,000,000
Schofield Ave Repaving	\$ 225,000	\$ 595,000		\$ 3,500,000	LRIP Grant	\$ 2,652,390	\$ 6,972,390
<b>Utility Projects</b>							
Well 4 and Treatment Plant PFAS Treatment (Const)						\$ 2,821,651	\$ 2,821,651
Well 3 Fe/Mn and PFAS Treatment (Design)	\$ 100,000						\$ 100,000
Sanitary Sewer Lining & MH Rehabilitation - 2024		\$ 275,000					\$ 275,000
Sanitary Sewer Lining and MH Rehabilitations - 2025		\$ 225,000					\$ 225,000
STH 29/BUS 51 Storm Pond Design						\$ 100,000	\$ 100,000
Utility Van #3						\$ 65,000	\$ 65,000
Sewer Televising Equipment							\$ 120,000
Vac Truck Chassis						\$ 181,000	\$ 181,000
Vac Truck Combination Unit						\$ 470,000	\$ 470,000
Aquatic Center (Major Maintenance Items)					450,000		\$ 450,000
<b>Parks Projects</b>							
Yellowbanks Kayak Launch						\$ 40,000	\$ 40,000
Machmueller Park Pickleball Courts					\$ 100,000		\$ 100,000
Kennedy Park Design						\$ 85,000	\$ 85,000
Kennedy Park Phase 1 (E Restrooms and NW Building Area)	\$ 50,000				\$ 381,550	\$ 665,000	\$ 1,096,550
Replacement Hockey Boards						\$ 75,000	\$ 75,000
<b>Equipment</b>							
Replacement Truck #99 - Chassis only in 2024					\$ 170,000		\$ 170,000
Replacement Mower/Snowblower #115 - Toolcat					\$ -		\$ -
1-Ton Truck - Body Upfit					\$ -		\$ -
Plow Truck #10 - Chassis					\$ 150,000		\$ 150,000
Tri-Axle Truck #99 (Plow Outfitting)					\$ 175,000		\$ 175,000
Public Works Equipment - 2025					\$ 400,000		\$ 400,000
Street Sweeper Lease (PMT 5 of 6)					\$ -	\$ -	\$ -
Street Sweeper Purchase			\$ 136,320		\$ -		\$ 136,320
Fire/EMS and Police Equipment - 2025					\$ 100,000		\$ 100,000
IT Upgrades					\$ 40,000	\$ 40,000	\$ 80,000
EMPD Equipment - 2024					\$ -		\$ -
<b>2024 Project Totals</b>	<b>\$ 1,670,000</b>	<b>\$ 1,950,000</b>	<b>\$ 2,286,320</b>	<b>\$ 16,005,921</b>	<b>\$ 6,226,550</b>	<b>\$ 7,796,773</b>	<b>\$ 36,215,364</b>
	<b>Water</b>	<b>Sanitary</b>	<b>Storm</b>	<b>TIF</b>	<b>General</b>	<b>Grants/Other Rev</b>	<b>Total</b>

Trench Box to be funded by:  
Public Works Equipment - 2025 and  
Plow Truck #10 Chassis line items