



VILLAGE OF THIENSVILLE
Committee of the Whole
AGENDA

DATE: Monday, February 6, 2023

LOCATION: 250 Elm Street, Thiensville, WI

TIME: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

PRESIDENT: VAN MOBLEY
TRUSTEES: JENNIFER ABRAHAM
ANGELINA APOSTOLOS
KRISTINA ECKERT
ROB HOLYOKE
KENNETH KUCHARSKI
DAVID LANGE
ADMINISTRATOR: COLLEEN LANDISCH-HANSEN
STAFF: DIRECTOR OF COMMUNITY SERVICES/PUBLIC WORKS ANDY LAFOND
POLICE CHIEF CURT KLEPPIN
VILLAGE CLERK AMY LANGLOIS

III. CITIZENS TO BE HEARD

A. Open to any resident or taxpayer on items not subject to a public hearing: Please be advised per §19.84(2), information will be received from the public. Village policy limits a three (3) minute time period per person, with time extension by the presiding official's discretion or a vote of 2/3 of the Board or Committee; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. Written comments on agenda items are encouraged to be sent and addressed to the intended body by noon on the day of the meeting. Comments received timely will be forwarded to all members of the body. If you wish to speak, you must pre-register by emailing the Village Clerk at alanglois@village.thiensville.wi.us by 4:00 PM on the day of the meeting or by signing in immediately prior to the meeting.

IV. BUSINESS

A. Review and Recommendation Regarding Ordinance No. 2023-01 An Ordinance Eliminating Certain Restrictions Related to Liquor Licenses (att)

B. Review and recommendation regarding Garbage Service Change, Communications and Policies (att)

C. Review and recommendation regarding Private Property Infiltration and Inflow Reduction Agreement with the Milwaukee Metropolitan Sewerage District (att)

D. Discussion regarding Sidewalk Policy

E. Discussion regarding Pickleball (Trustee Eckert)

F. Review and recommendation regarding:

1. Operators Licenses - New:

a. Cheel/Daily Taco/baaree, 105 South Main Street, 105 West Freistadt Road

Dustin Dwayne Ford

b. Village BP, 246 South Main Street

Maggie Louise Boggs

Shuran Byers

James P. Harder

V. MISCELLANEOUS BUSINESS BY TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD

A. Acceptance/Report of Gifts Received:

1. \$3.00 to Thiensville Fire Department, Car Seat Installation, Anonymous

2. \$75.00 to Village Park Reimagined, In Memory of Ellen Leslie from the following: Diana Hetzel, Al Lustig, Jan Watson, Jerry and Brigitte Phillips, Tom and Jackie Mitchell, Kathy Knight, Jane Moberg and Barbara Saliek-Shaffer

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk

February 3, 2023

Please advise the Thiensville Municipal Hall, 250 Elm Street (262-242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

**VILLAGE OF THIENSVILLE
OZAUKEE COUNTY, WISCONSIN
ORDINANCE NO. 2023-01
AN ORDINANCE ELIMINATING CERTAIN RESTRICTIONS RELATED TO
LIQUOR LICENSES**

WHEREAS, the Village Board of the Village of Thiensville desires to amend the restrictions related to “Class A” licenses and limitations in Section 6-43(c) of the Village of Thiensville Municipal Code.

NOW, THEREFORE, the Village Board of the Village of Thiensville, Wisconsin, hereby ordains as follows:

SECTION 1. Section 6-43 of the Village of Thiensville Municipal Code is amended as follows (strikethrough text indicates deletion):

(c) License quota. ~~The number of persons and places that may be granted a "class A" liquor license under this section is limited to three. The three licenses are not to be issued to establishments selling gasoline products.~~ The number of persons and places that may be granted a "class B" intoxicating liquor license under this section is limited as provided in Wis. Stats. § 125.52(4).

SECTION 2. Severability. If any provision of this ordinance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this ordinance.

SECTION 3. Effective Date. This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this _____ day of _____, 2023.

Van A. Mobley, Village President

Attested To:

Amy L. Langlois, Village Clerk



250 Elm Street

Thiensville, WI 53092

262-242-3720

www.village.thiensville.wi.us

Dear Resident,

The Village of Thiensville provides Garbage and Recycling curbside collection to over 950 single and two-family residences in the Village. Garbage and Recycling Collection is funded by the general fund through the tax levy. In 2022 the Public Works Department spent 2,350 hours or 18.4% of department time on collection services. This does not include contracted recycling. The Village in 2022 budgeted to replace the current garbage collection fleet that is over 23 years old. The updated collection equipment and methods required the Village to update our collection procedures and policies. The Village recognizes that residential garbage and recycling collection is a valuable service to its residents and intends to continue to provide this great service moving forward.

The Village is converting to an automated collection method for garbage collection, similar to the recycling program that has been in place for a long time. The small Cushman vehicles previously used for collection are no longer available. Transitioning from manual collection to automated will reduce the Village's risk for workers compensation claims and allow the Village to reduce the amount of vehicles in the fleet for garbage collection, reducing fuel and maintenance costs.

Garbage will be collected from rolling carts. Each residence will receive one Village provided 96-gallon garbage cart at no cost. The carts will be distributed the week of _____ for the Monday garbage route and the week of _____ for the Tuesday garbage route. The cart should be used the following week for collection. If you desire to dispose of your old garbage cans the Village will collect them on your garbage day up until ____Month____. Place the empty cans by the curb on your collection day and mark them with a piece of tape with the word "take" written on them. The new cart is the property of the Village of Thiensville and must remain with the residence when you move.

The new 96-gallon carts hold up to seven, 13-gallon kitchen sized garbage bags. With the new collection method, all garbage must fit into the cart (and the lid should be closed) to be collected by the automated truck. Only garbage in the cart will be collected. With a similar design to the current green recycling carts, these black carts have a wide-grip handle, two large wheels and a cart lid to keep water out and odors in. The cart also keeps garbage secure from animals and weather, decreases street litter and makes garbage collection safer and more efficient.

A 65-gallon cart is available on request. The 65-gallon cart only has a slightly smaller footprint than the standard can (see diagram). Before requesting the smaller cart, residents should consider that during regular garbage collection, only materials inside the cart will be collected. Anything outside the cart will not be picked up. Please consider extra space you will need for parties, holidays, spring cleanup, small home projects, etc. A form to request the 65-gallon cart is available on the Village website. Residents also may submit a request by calling 262-242-3720. The Village is asking residents to make their smaller cart requests before _____, 2023. Sample cart sizes are available for viewing outside the front entrance of Village Hall. No action is required for the standard sized cart.

If your cart needs repair due to normal use complete this ____form____. Carts damaged due to negligent use or missing carts will be replaced for a fee of \$75.

You may purchase service for a second garbage cart. One additional cart is available for a fee of \$75 for the cart and delivery and an annual collection fee of \$200 due by Jan 31st. [Link: Additional cart form](#)

In the spirit of the past service level of the Village crew taking additional bulky items (as long as they are not prohibited), the Village will be implementing special pickup days where a limited number of items outside of the cart will be collected. On your first garbage day of the month the Village will collect a limited amount of household items placed next to the cart. Please see attached information about special pickup days. Dumpsters are available for rental for cleanup/cleanout projects that exceed special pickup day requirements and home improvement projects. The frequency and rules for special pickup days will be on a trial basis for 1 year as the Village evaluates the fiscal impact and special pickup frequency.

Garbage and Recycling route days will remain the same. However, the time of day may change as truck routing is adjusted. Be sure to have your carts curbside by 7 AM. For schedules, routes and holidays visit the Village website for the latest information.

Dimension	95 Gallon	65 Gallon
Length (Depth)	33.5"	27.75"
Width	28.00"	25.00"
Height w/ Lid	44.25"	41.75"



QR Code Here

GARBAGE



When

- Garbage is collected weekly
- Carts must be out at the edge of the road by 7 AM on collection day.
- Carts cannot be placed at the edge of the road earlier than 7 PM the day before scheduled pickup.
- Carts shall be returned to the point of storage by 8pm the day of collection.
- Village ordinance requires carts not be stored in a location where such storage is visible from the street on the front yard side.

Unacceptable Items

Appliances
Tires
Household Hazardous waste
Gasoline
Liquid Latex Paint
Cooking Oils
Yard Waste
Recyclables
Contractor generated debris
Electronics
Prescription medications
Needles and sharps
Un-bagged pet or human waste
Un-bagged ashes

Instructions

- Use only Village provided black cart(s).
- Carts out for pick up should be three (3) feet away from other carts, structures, vehicles, and mailboxes
- Carts should be set on a level surface but not in the roadway. Residents are required to clear snow to provide flat area.
- Carts out for pick up should have handle facing the home.
- All garbage should be bagged.
- Any materials on top of or next to your cart will not be collected.
- Recyclables and yard waste are not permitted in garbage carts.
- One extra cart may be purchased per residence for extra garbage materials.
 - The purchase and delivery fee is \$75. Collection will be an annual fee of \$200
- Crews will pass by each home once. If you miss your scheduled garbage day callbacks will be performed on a limited basis.
- Up-the-drive garbage/recycling pick-up can be requested for residents physically unable to bring the carts to the road. Proof must be provided that there is not another family member or household party available to perform this task.

RECYCLING



When

- Recycling is collected bi-weekly
- Carts must be out at the edge of the road by 7 AM on collection day.
- Carts cannot be placed at the edge of the road earlier than 7 PM the day before scheduled pickup.
- Carts shall be returned to the point of storage by 8 PM the day of collection.
- Village ordinance requires carts not be stored in a location where such storage is not visible from the street on the front yard side.

Always Recycle

Plastic Bottles and Containers

Paper

Glass Bottles and Containers

Flattened Cardboard and paperboard

Food and Beverage Cans

Unacceptable Items

Food or Liquids

Foam Cups and Containers

Batteries

Plastic Bags

Clothing or furniture

Household Hazardous waste

Yard Waste/food waste

Electronics

Prescription medications

Instructions

- Use only Waste Management provided green cart(s).
- Carts out for pick up should be three (3) feet away from other carts, structures, vehicles, and mailboxes
- Carts should be set on a level surface but not in the roadway. Residents are required to clear snow to provide flat area.
- Carts out for pick up should have handle facing the home.
- Do not place recyclables in plastic bags
- Any materials on top of or next to your cart will not be collected.
- Garbage and yard waste are not permitted in garbage carts.
- One extra cart may be purchased per residence for extra garbage materials.
 - The purchase and delivery fee is \$75. Collection will be an annual fee of \$100
- Waste Management will pass by each home once. If you miss your scheduled recycled day the cart will not be collected until the next scheduled recycle day
- Up-the-drive garbage/recycling pick-up can be requested for residents physically unable to bring the carts to the road. Proof must be provided that there is not another family member or household party available to perform this task
- Boxes should be broken down and containers rinsed out. A cardboard dumpster is available for cardboard that does not fit in your recycling cart at the Public Works Yard waste facility for an annual fee.

TREE/BRUSH PICKUP



Brush/Tree pickup

- Brush is collected weekly on Monday Mornings for all routes
- Brush collection is provided for Single and two-family residences
- Brush must be out at the edge of the road by 7 a.m. on Monday
- Brush cannot be placed at the edge of the road more than 24 hours prior to pick up.

Roadside Brush/tree pickup Unacceptable Items

Grass Clippings
Leaves
Compost
Garden Waste

Instructions

- Place your piles by the road, three (3) feet away from mailboxes and other structures.
- Branches must be less than 8' long.
- Trees and branches with a diameter over 3 inches shall be cut in lengths of 2 feet and stacked at the roadside
- Small branches, limbs and brush must be cut to a length not exceeding eight 8 feet and must be stacked in small piles with the cut end roadside.
- Do not put sticks in plastic bags, garbage carts, or recycling carts.
- Do not place Brush on a property other than your own.
- Contractor generated yard waste is not collected by the Village. Please make sure your contractor takes yard waste with them when done.
- Crews will pass by each home once.
- Yard waste can be dropped off on Recycling and Clean Up Days.

YARD WASTE DROP OFF



The yard waste drop-off site at the Public Works Facility for Thiensville residents only. The site is **open seven days a week from sunup to sundown**.

Items accepted: yard waste, brush, clippings, leaves, garden compost, used drain oil and clean, broken-down and flattened cardboard.

Free wood chips and compost are available for pickup on a first-come, first-served basis. Do not leave yard waste in bags. A Dumpster is provided for bags and boxes used to transport yard debris. NO other waste, garbage or construction debris is accepted. Illegal dumping will result in a fine and revocation of your card. The yard is continuously monitored by security cameras. Do not share your card with people outside your home or contractors.

Annual Renewals

Yard waste cards may be renewed online. Your current card will be reactivated for use during 2023.

How Do I Get a Yard Waste Card?

Complete this form or apply online and provide proof of residence (driver's license, utility bill, mortgage statement or tax bill). Online and credit card payments will be charged a \$1.50 service fee by the credit card processor.

ONLINE

Visit www.village.thiensville.wi.us and fill out the form to submit payment and proof of residence online.

MAIL

Print this form and mail it to Village Hall, 250 Elm St., Thiensville, WI 53092 with a copy of your proof of residence. Make check payable to Village of Thiensville.

VISIT

Village Hall is open 8:00 AM to 4:30 PM, Monday through Friday. Please bring the application, proof of residence and payment. Applications for new cards or renewals also may be placed in the drop box next to the front door.

PLEASE DETACH THIS FORM AND RETURN WITH YOUR PAYMENT

Card Type: New \$20 ☐ Annual Renewal \$15 ☐ Lost Card Replacement \$10 ☐

Name: _____ Address: _____

Email: _____ Phone: _____

Proof of Residence: ☐ Driver's License ☐ Utility bill ☐ Mortgage Statement ☐ Tax bill

Please Enter Card Number: _____ Date: _____



Revised: 1/4/2023

SPECIAL PICKUP



When

- Your first regular garbage collection day of the month
- Items must be out at the edge of the road by 7 AM on collection day.
- Items cannot be placed at the edge of the road earlier than 7 PM the day before scheduled pickup.

On your first collection day of the month the Village will collect a limited number of bulky items outside of your garbage cart. The quantity of items is regulated. For larger disposal needs dumpsters are available for rent from the village for a fee of \$125 for household cleanup. [Dumpster link](#)

Acceptable quantities

The Equivalent to 1 cubic yard of bulky items – or:

One mattress and box spring
One sofa
One Recliner
One end table and Coffee Table
4 large black plastic Garbage bags
Nightstand and dresser
Washer/dryer
Water Heater
Exercise equipment
Snowblower, Lawnmower
Outdoor Furniture set
Two shelving units
Carpeting (One room) cut in 4 ft lengths, rolled, and bundled
Gas or Charcoal Grill

Instructions

- Place items along road
- Special Pickup items should be three (3) feet away from other carts, structures, vehicles, and mailboxes
- Special pickup items should be set on a level surface but not in the roadway. Residents are required to clear snow to provide flat area.
- Items for pickup should be clearly distinguishable from other yard items or landscape supplies not intended for disposal
- All loose items must be bagged.
- Crews will pass by each home once. If you miss your scheduled special pickup day callbacks will not be provided

Residents are encouraged to donate or repurpose as many items as possible to reduce landfill waste and cost.

Unacceptable Items

Appliances with Freon (Refrigerators, Air conditioners and dehumidifiers)
Tires
Household Hazardous waste
Gasoline
Liquid Latex Paint
Cooking Oils
Engine Oil
Yard Waste
Recyclables
Contractor generated debris
Construction debris
Electronics
Prescription medications
Needles and sharps
Pet Waste

VILLAGE DUMPSTER RENTAL



Who Can Rent a Dumpster?

- Only residents in single or two-family buildings serviced by Village garbage collection are authorized to rent a Dumpster.
- Apartment buildings with three or more family units, Commercial or industrial establishments, and Contractors – including all general construction, plumbers, electricians, landscapers, tree trimmers or any other paid contractors – will not be allowed the use of a Village Dumpster.

Waste allowed in Dumpster

- Do-it-yourself home-improvement rubbish, such as wallboard, plaster, lumber, carpeting, tile, ceramic and pane glass
- Household clean-up items not in the prohibited list below
- Other nonperishable materials

Waste not allowed in Dumpster

- Recyclables, including aluminum cans, tin cans, newspapers, magazines, cardboard, glass bottles, jars, recyclable plastics, ovens, refrigerators, freezers, air conditioners, hot water heaters, microwaves, washers, dryers, dishwashers, dehumidifiers, auto batteries and oil.
- Brush, grass clippings, leaves and other yard waste.
- Metal and concrete, including steel, aluminum, iron, metal fencing, concrete blocks or slabs and any other metallic or concrete materials.
- Roofing Materials
- Other waste, including daily household garbage, auto tires, gas cylinders, ammunition or explosives, paints, solvents, thinners, aerosols, antifreeze or any other hazardous waste.

Rental procedure

- Dumpsters are rented based on availability. Contact Village Hall staff at 250 Elm St. or by calling (262) 242-3720.
- The rental fee for a six-yard Dumpster is \$125. The fee for remodeling and roofing materials is \$250. Dumpsters may be kept for a maximum of 30 days.
- Department of Public Works employees will deliver and pick up the Dumpster to a mutually accessible site.
- Dumpsters placed on the road require the permission of the Director of Public works, must have lighted barricades, and are limited to seven days.



HOW DO I DISPOSE OF?

Village of
THIENSVILLE



Item

Refrigerators, Freezers, Washers, Dryers,
Dishwashers, Air Conditioners, Dehumidifiers,
Stoves, etc.

Prescription Drugs and Medications

Needles and Sharps

Computers, Printers, Fax Machines,
Televisions, Keyboards, DVD Players, etc.

Household Hazardous Waste such as Fertilizer,
Rat Poison, Paint, Lighter Fluid, Aerosols,
Furniture Polish, Stains, Household Cleaners,
Pesticides, etc.

Contractor generated waste

Where to Dispose

Refrigerant Depot, LLC
5311 S. 9th St.
Milwaukee, WI 53221
(414) 627-1152

Ozaukee Iron & Metal LLC.
728 Schmitz Dr.
Port Washington, WI 53074
(262) 284-4060

Thiensville Police Department
250 Elm Street
Thiensville WI, 53092
(262) 242-2100

Visit www.safeneedledisposal.org for specific locations.

Ozaukee Iron & Metal LLC.
728 Schmitz Dr.
Port Washington, WI 53074
(262) 284-4060

Various E-Cycle Wisconsin locations. Visit
www.dnr.wi.gov/topic/ecycle/ for a list of locations.

Veolia ES Technical Solutions, LLC
1275 Mineral Springs Drive
Port Washington WI 53074)
HOUSEHOLD HAZARDOUS WASTE INFO HOTLINE
PHONE: 262-243-8998

Contact your contractor if they have left waste behind. They are responsible for hauling away waste.

Funding Agreement M10005TH02

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth St., Milwaukee, Wisconsin 53204-1446, and the Village of Thiensville (Municipality) with its municipal offices at 250 Elm Street, Thiensville, Wisconsin 53092.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services, and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system, and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) December 22, 2023, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$62,589 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). The total project cost of \$80,000 is offset by Municipality funds. Through an amendment to this Agreement, the Municipality may request additional reimbursement for

eligible project expenses as funds become available through future Program allocations as provided by subsequent annual District budgets as approved by Commission. Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No reimbursement will be made for costs incurred prior to the effective date of this Agreement, or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right

to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review via email to its assigned PPII Project Manager. All contractor's pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of two (2) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices, approved contractor pay applications, and other expense invoices;
- c. All deliverables listed in Attachment B, are proportionate and applicable to the Work completed as related to the request.
- d. Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the completed tasks.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 50 % of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality. The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

Milwaukee Metropolitan Sewerage
District

Village of Thiensville

By:

Kevin L. Shafer, P.E., Executive
Director

By:

Van Mobley, Village President

Date:

Approved as to form:

Attorney for the District

ATTACHMENT A
Municipality Work Plan

ATTACHMENT B
Agreement Deliverables

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via the District Municipal Portal in PDF or Word format a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures via the District Municipal Portal in PDF or Word format. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal via the District Municipal Portal in PDF format.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District SPM via the District Municipal Portal in PDF format on a monthly basis or with reimbursement request, whichever occurs more frequently. All

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QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via the District Municipal Portal in PDF format, prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM as one document via the District Municipal Portal in PDF format.
16. Documentation of the limits of the lateral replacement expressed in text and graphics (map overlay) shall be provided to each participating property owner and copied to the District. The document shall include disclosure of all known deficiencies in the lateral that were not remedied and the responsibilities of the property owner. Documents shall be provided to the District as one document via the District Municipal Portal in PDF format.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
20. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
21. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District via the District Municipal Portal. The survey form shall be submitted in PDF format and the survey results should be summarized in a spreadsheet format.
22. Provide all post-construction CCTV inspection videos to the District via t4 Vault with associated metadata.

ATTACHMENT C

Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b) and shall not be released until the Work is complete, inclusive of the warranty inspection.
4. **Warranty Inspection:** Contractor shall complete a warranty inspection via third party of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding shall be provided to the Municipality and the District within fifteen (15) days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
5. **Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
6. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.