VILLAGE OF COTTAGE GROVE *NOTICE OF PUBLIC MEETING*

PUBLIC WORKS & PROPERTIES COMMITTEE

Tuesday, January 7, 2020
6:00 PM

Municipal Services Building
210 Progress Drive

AGENDA

1) **Call Meeting to Order**

2) **Quorum and roll call**

3) **Public Appearances** – Public's opportunity to speak about any subject that is not a specific agenda item.

4) **Old Business**
   a. Discuss potential crosswalk options on Cottage Grove Rd.
   b. Discuss Village road salt use and potential pilot program.

5) **New Business**
   a. Discuss and consider recommendation on proposed MOU from MG School District regarding designation of Village Hall as a short-term evacuation site.
   b. Discuss and consider potential intern for summer of 2020.
   c. Discuss potential Village leaf collection program.
   d. Discuss potential changes to compost drop off.

6) **Engineer's report**

7) **Director's report**

8) **Approve the minutes of the November 5, 2019 Public Works & Properties Committee meeting.**

9) **Recognition of Village Engineer, Mike Maloney's, years of service to the community.**

10) **Set tentative date for next meeting**

11) **Future Agenda Items**

12) **Adjournment**

Notice:

1. Persons needing special accommodations should call 839-4704 at least 24 hours prior to the meeting.
2. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
3. Any item on the agenda is subject to final action

ITEM 5a

MEMORANDUM OF UNDERSTANDING REGARDING USE OF A FACILITY AS A SHORT-TERM EMERGENCY EVACUATION SITE

This memorandum of understanding ("Agreement") is entered into this 13 day of November, 2019, ("Effective Date") by and between:

PARTIES: Village Hall
221 E Cottage Grove
Cottage Grove, WI 53527

("Owner")

And

Monona Grove School District
5301 Monona Drive
Monona, WI 53716

("District")

(Collectively, "the Parties")

RECITALS:

WHEREAS, The District has a need for a facility to serve as a short-term evacuation site for Cottage Grove School ("School") in the event that the School experiences an emergency or crisis requiring the evacuation of students and staff; and

WHEREAS, The Owner has a facility which includes space(s) or area(s) that are appropriate or adequate to serve as a school evacuation site for the School; and

WHEREAS, The Parties desire to reach an understanding that will result in the Owner providing a facility owned by the Owner to the District to serve as an emergency evacuation site for the School.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

TERMS AND CONDITIONS:

This Agreement is made for the temporary use of the facility designated below ("Facility") for use by the District as a short-term evacuation site for the School's students and staff in the event of a School evacuation. If the students and staff cannot return to the School following the evacuation, the students and staff will be bused from the Facility to their designated family reunification site to be unified with their families.

1. **Facility Name and Address**

Village Hall
221 E Cottage Grove
Cottage Grove, WI 53527
608-839-4704

2. **Owner's Responsibilities**

a) The Owner has identified the Facility, and the District has determined that the Facility is suitable for use as a short-term evacuation site. The Owner will make the Facility available to the District as an evacuation site. Availability of the Facility will include use by the District, with advance notice, for no more than two evacuation drills conducted by the District on an annual basis (July 1 through June 30).
b) The Owner will designate a person and one or more alternates to serve as the Owner's contact/representative for the Facility in the event of a School evacuation by the District. The Owner will provide the District with the necessary phone numbers to reach the Owner's contact/representative.
c) The Owner will provide the District with access to the Facility during the school term in the event of a School evacuation. The Owner will provide the District with keys and/or access codes to exterior and interior doors needed to access the area(s) designated for use by the Owner in the event of an evacuation.
d) The Owner will provide an orientation of the Facility to designated District staff. The orientation will include how to access the area(s) designated for use by the District in the event of an evacuation, location of lights, restrooms, drinking water, and available tables/chairs.

3. **District's Responsibilities**

a) The School principal or designee will serve as the designated representative for the District in the event of an evacuation.
b) The School principal or designee will be responsible for keys and/or access codes for the Facility issued to the District by the Owner.
c) The School principal or designee will appoint an evacuation advance team that will be dispatched to the Facility ahead of students and staff. The advance team is responsible for readying the Facility for the arrival of students and staff being evacuated.
d) The District will make reasonable efforts to give advance notice to the Owner prior to arriving at the Facility in the event of an evacuation.
e) The District will only utilize area(s) in the Facility that the Owner has designated for use by the District.
f) The District is responsible for providing appropriate supervision of its students at the Facility during an evacuation.
g) To the extent permitted by law, the District agrees to indemnify, save and hold free and harmless, the Owner of the Facility, its officers, agents, representatives and employees from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the Owner, its officers, agents, representatives or employees or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to the property arising out of, connected with, or attributable to use of the Facility by the District as an evacuation site. Notwithstanding the foregoing, this hold harmless and indemnification provision does not include claims, demands, loss, liability, cost, or expense of any kind or nature whatsoever arising from the negligent, intentional, or reckless acts of the Owner, its employees, officers, agents, or representatives. Nothing herein is intended or shall

be construed as a waiver of defenses or immunities (including the limitation of Wis. Stat. § 893.80) available under the law which the District is entitled to raise.

h) The District will add the Owner as an "additional insured" on the District's General Liability Insurance Policy. The District shall provide the Owner with a Certificate of Insurance on an annual basis to verify coverage. The policy shall include personal injury and property damage coverage. Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitation of Wis. Stat. § 893.80) available under the law which the District is entitled to raise.

i) The District will not pay any operational or administrative fees to the Owner for use of the Facility as an evacuation site.

j) The District agrees to reimburse the Owner, if requested, for all reasonable direct costs incurred by the Owner when the Facility is utilized by the District as an evacuation site.

k) In the event of an evacuation, the District shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to the Owner or the Facility shall be directed to the District Administrator of the District. The District will make a reasonable effort to recognize the hospitality of the Owner and the Facility in any press or media releases pertaining to the re-location and sheltering of students and staff.

4. Term

This Agreement shall be in force and effect from the Effective Date through June 30, 2020 ("Initial Period"). The Agreement shall be renewed automatically following the Initial Period for subsequent one-year (July 1 through June 30) terms unless either party provides notice of termination to the other party in writing at least ninety (90) days prior to June 30.

Notice of termination shall be in writing and shall be deemed to have been duly given if delivered or mailed, by courier, by facsimile confirmed by U.S. first class mail, by registered mail, first class postage paid, return receipt requested, or any other delivery service with proof of delivery:

If to the Owner:
Matt Giese
Village Hall
221 E Cottage Grove Road
Cottage Grove, WI 53527

If to the District:
District Administrator
Monona Grove School District
5301 Monona Drive
Monona, WI 53716

5. Entire Agreement, Interpretation, Severability.

This Agreement contains the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, negotiations and undertakings, whether oral or written, between the Parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. Invalidity of any provision of this Agreement shall not affect the validity of any other provisions. Nothing in this Agreement is intended to conflict with current laws or regulations of the United States of America, the State of Wisconsin, or local government. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

6. Changes and Modifications; Binding Effect.

No waiver, amendment, release, or modification of this Agreement shall be binding unless evidenced in writing signed by both Parties or an authorized representative of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and permitted assigns, but shall not be assignable, by operation of law or otherwise, by either of the Parties without the prior written consent of the other party.

7. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

8. Section Headings.

The headings to the sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby acknowledge the foregoing as the terms and conditions of their understanding and have executed this Agreement or caused this Agreement to be duly executed by their authorized representative as of the day and year written below, but the Agreement shall take effect on the Effective Date.

Village Hall	Monona Grove School District
By: _____	By: _____
Matt Giese	Daniel W. Olson, Ed.D, Superintendent
Date: _____	Date: _____

ITEM 5b

Village of Cottage Grove

Public Works & Utilities Engineering Intern - Stormwater

GENERAL STATEMENT OF DUTIES

Position will be responsible for illicit discharge and stormwater outfall inspections, recording and reporting utilizing Village GIS applications. Position will also develop, and present public education and information materials and workshops related to stormwater quality. Work at the direction of the Director of Public Works.

DUTIES AND RESPONSIBILITIES

The following duties are normal for the position. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned.

- Working with the Director, develop education and informational materials (hard copies, electronic, social media, website, in-person presentations and more) for public distribution.
- Utilize Village GIS system to conduct illicit discharge inspections of stormwater outfalls.
- Fill out and prioritize work orders for any deficiencies found during inspections.
- Develop reports of stormwater system inspections for submission to regulating bodies.

KNOWLEDGE, SKILLS AND ABILITIES

- General knowledge of tools and equipment used in Public Works inspections.
- Ability to learn to use industry-specific tools.
- Ability to communicate effectively, follow verbal and written instructions, and maintain cooperative relationships with the public and co-workers.
- Ability to work safely in the roadway and in unpaved, natural areas.
- Ability to use tablets and navigate GIS for data collection.

QUALIFICATIONS

- Minimum of 18 years of age
- High school diploma or equivalent
- Valid Wisconsin driver's license

PHYSICAL REQUIREMENTS

- Tasks involve the regular and, at times, sustained moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling moderately heavy objects and materials.

WORK ENVIRONMENT

- Work is primarily outdoors and in Village facilities. Regularly work in dirt, dust, noise, odors, fumes, darkness, and all manners of weather. Occasionally work at height and in the roadway with moving traffic.

HOURS OF WORK

Work hours for this position can be flexible, but typically will occur inside normal Department operating hours (ex. M – F, 7am – 3pm or 8am – 4pm). Up to 40 hours per week.

ITEM 6

Engineer's Report | A Review of Projects in the Community

Village of Cottage Grove, WI

PREPARED BY: Kevin Lord PE/RLS and Mike Maloney PE
klord@msa-ps.com

DATE: January 2020 Report

QUARRY RIDGE SUBDIVISION - Surety is reduced from $850,000 to $350,000 with asphalt surface course, sidewalk and restoration remaining for spring. A new annual Land Disturbance Permit was released for the quarry area. The permit provides limited operational hours and requires an added gate to prevent random access and dumping from occurring.

BUSS ROAD / COTTAGE GROVE ROAD INTERSECTION PLAN - We prepared a plan to align Buss Road through the Cottage Grove Road intersection. Kevin Lord will be communicating with land owner's to prepare the improved geometry plans for the intersection.

5TH ADDITION TO WESTLAWN ESTATES – The land disturbance permit was received by the Village for construction grading to commence this fall/winter. The Homburg's plan to construct utilities this winter as weather permits.

COTTAGE GROVE COMMONS – Foundation construction is underway for the apartment building. We authorized fencing as long as it remains adequately (10 feet or more) away from the street for safety and snow plowing.

VILAS ROAD SEWER AND WATER – MSA commenced design activities including ordering geotechnical engineering and topographic survey. The soils report will identify suitable backfilling requirements based on existing soils. It will also identify the ground water elevation for bidding the de-watering needed for construction.

PHEOBE BAKKEN PARK – MSA is preparing the bidding documents to solicit bids for the shelter and slash pad.

GLOBAL INFORMATION SYSTEM – MSA staff is completing the structure measurements of the sanitary and storm system for mapping and capacity calculations. We ordered flow meters to install in key sanitary sewer locations to determine the existing flows in Village interceptor sewers. These work items will help determine the level of development whether in the west or north that trigger the need for the farm interceptor.

ITEM 7

Village of Cottage Grove

Department of Public Works

Director's Monthly Report to the Public Works & Properties Committee

January 7th, 2020

Transitions in 2020

- A lot of change in long-time Village consultants.

Snow

- December was historically quiet.
- Transition to Parks/PW position handling paths/sidewalks has gone well.

Roads & Street work

- Contacted Wolf about area of small failures on Southing Grange; will require repair in summer.
- Plan to start working on SMA lined up in order to bid W. Parkview for 2020.

ITEM 8

VILLAGE OF COTTAGE GROVE PUBLIC WORKS & PROPERTIES COMMITTEE
MEETING MINUTES OF NOVEMBER 5, 2019

1. **Call to Order at the Former Public Works Building.** The meeting was called to order at 6:01 p.m. by John Williams.

2. **Determine that a quorum is present and that the agenda was properly posted.**
It was determined that a quorum was present and that the agenda had been properly posted. Committee members present were Mike Hackel, Larry Kieck, Scott Schuerman and John Williams (chair). Andy Eberhardt was absent and excused. Also present were Public Works Director JJ Larson, Utility Clerk Kristen Krause, Mike Maloney of MSA and one member of the public.

3. **Public Appearances – Public's opportunity to speak to Committee Members about any item that is not a specific agenda item.**
Susan O'Kroley of Crawford Drive was present to ask the committee about the possibility of dredging the area behind her and her neighbors' homes on Crawford Drive to improve water drainage. She understands that the recent heavy rainfall has played a part in the ground saturation, but also believes that the way the water is not flowing properly is also to blame and is looking to the committee to come investigate the area of concern to see what could be done. She requested that be notified of any findings by Village staff and engineers.

4. **Old Business**
   a. **Discuss potential crosswalk options on Cottage Grove Road.**
   A crosswalk at Sandpiper Trail is still being considered and is currently an add-on with the Vilas Road Creek Crossing Project that is in the budget for 2020. Larson will continue to update as more information becomes available.

   b. **Update street sweeping plan.**
   After some research, Larson was not able to find a community larger than Albany, Wisconsin that currently contracts out for street sweeping. Larson also mentioned that street sweeping would need to be done in conjunction with leaf collection in the future, if the Village decides to begin that service. Budgets would also need to be adjusted if the Village were still looking to contract out street sweeping, since it would shift the service to an operating budget item from a capital budget item (for our own sweeper). Larson said he would continue to look into contracting out street sweeping if the committee directed him to, otherwise he will continue to search for a new Village street sweeper. The committee did not direct him to pursue contracting out the service.

5. **New Business**
   a. **Discuss and consider winter maintenance policy for mid-block paths in Westlawn.**
   Larson stated that the Village has taken over maintenance of the off-street multi-use path in the Westlawn 4th Addition from Damascus north, and west on the south side of Mourning Dove. He then explained that there are mid-block paths that run north-south between homes in the subdivision. Since the paths do not lead anywhere, he doesn't want to encourage travel along these paths into snow-covered fields. Larson is recommending a policy that would state that the mid-block paths remain unplowed by Village staff until the paths connect to other facilities or sites. He would also like to post signage along the paths indicating that they will not be cleared of snow during the winter months. **Motion** by Kieck, seconded by Hackel, to approve the policy that Larson presented. Motion carried with a unanimous voice vote of 4-0-0.

   b. **Discuss and consider repaving plan for 2020.**
   After discussing road conditions and ratings with the Public Works Foreman, Marty Groskreutz, Larson and he agreed that West Parkview Street is a good candidate for full-depth repaving in 2020. This is the second year of the Village's capital road repaving plan, which was developed to

continue to proactively repair/maintain the Village's streets. West Parkview is a heavily traveled street and in great need of repair. Larson also explained that LRIP funds were applied for and received for the repair of this street. Larson is recommending that the street have a full-depth repave from Westlawn Street to Main Street. **Motion** by Hackel, seconded by Kieck, to approve the 2020 repaving plan as presented. Motion carried with a unanimous voice vote of 4-0-0.

c. **Discuss potential reconstruction of Grove Street.**
Village Board members brought up the potential reconstruction of Grove Street and suggested that it be included with the bike path and Clark Street project in 2021. Larson explained that this is not a high traffic street and that it has no base. Committee members discussed possible options for the street and felt that it would be best addressed as an alternate bid with the Clark Street and bike path project in 2021. After bids for the repairs for Grove Street are received, the committee will decide the best option. No formal action was taken.

d. **Discuss Village road salt use, policy and practice.**
Larson explained that there is no specific salt quantity identified in the Snow and Ice Control Program Policy. Right now, the Village is following a reactive approach that was brought forth in the past by a former Village Board. Larson believes that formalizing a reduction in salt usage plan will be the challenge. Committee members brought up the idea of trying a pilot program and discussed possible alternatives to the heavy salt usage. Salting at/near intersections only, utilizing salt/sand mixtures, sand in place of salt on some roads and only salting main roads were just a few ideas that were discussed as possibilities. No formal action was taken at this time.

6. **Engineers Report**

Quarry Ridge Subdivision
All public utilities are completed. The curb and gutter are installed for Phase A (the first phase). The street has been proof rolled and Payne & Dolan placed the binder course of pavement today. Deed restrictions have been lifted for lot sales.

Main Street Bike Path
Restoration was completed except for where private utilities are raising their pedestals and cabinets.

Cottage Grove Road Rehab
Restoration has been completed.

Buss Road / Cottage Grove Road Intersection Plan
MSA prepared a plan to align Buss Road through the Cottage Grove intersection.

Shady Grove Subdivision
Sewer permits have been moved from MMSD to the WDNR for approval.

5th Addition to Westlawn Estates
MSA is issuing a land disturbance permit with surety for the developer to proceed with earthwork during the completion of the developer's agreement.

Oakstone Recreational Facility
The project is substantially complete with minor finishes remaining such as the fence and gate at the lift station. The surety is being held until this completed.

Madison Window Cleaning
MSA provided fire flow of the water system to the building plumber designer and located the water service.

Cottage Grove Commons
MSA completed the plan review and will issue a land disturbance permit and surety for the earthwork

while the developer's agreement is completed. The project constructs N. Windsor Avenue at Gaston Road. The roadway follows a 12-inch diameter sanitary sewer installed in 2003 and adds watermain that connects to the 16-inch main in Gaston Road.

Monona Grove Elementary School
The developer's agreement was approved last night.

Other
In order to receive funds from the MLS Fund all roads must be rated in 2019 and submitted for consideration by December. Maloney explained that the Village will not qualify for this funding since the intersection at Buss Road and Cottage Grove Road (CTH BB) will be partly in Dane County's jurisdiction and Buss Road was not rated by the Village in 2019. Dane County is keeping jurisdiction of Cottage Grove Road (CTH BB).

7. **Directors Report**
The two new Public Works Technicians started on September 9. One passed his GDL last Friday and the other is still studying/training for the CDL. Staff did a remarkable job as always with the recent snowfall, despite having two staff members on previously planned vacations and the two newest staff members unable to operate full-size plow trucks.

Sidewalk repairs have been completed for the year and invoices were sent out. Street work planning for 2020 is in progress. Rating of all Village streets was completed and submitted to the DOT recently. Based on the information collected, it was recommended to repave West Parkview Street in 2020. This information will be updated and used to update repaving and maintenance treatment plans.

Larson attended the League of Wisconsin Municipalities Annual Conference for the first time on October 24-25. There were a number of good sessions related to public works that will be valuable to us in the near future. Of note, traffic calming and roundabouts, flood mitigation and code/approval requirements to deal with stronger and more frequent rain events.

8. **Approve the minutes of the September 4, 2019 Public Works & Properties Committee meeting.**
Motion by Kieck, seconded by Hackel, to approve the September 4, 2019 Public Works and Properties Committee meeting minutes as presented. Motion carried with a voice vote of 3-0-1 with Schuerman abstaining.

9. **Set tentative date for next meeting.**
The next meeting is tentatively scheduled for Tuesday, December 3, 2019 at 6:00 pm.

10. **Future Agenda Items**
    - Discuss road salt pilot program
    - Discuss leaf collection

11. **Adjournment**
Motion by Hackel, seconded by Kieck, to adjourn at 7:23 pm. Motion carried with a voice vote of 4-0-0.

Respectfully submitted by Kristen Krause, Utility Clerk.
Approved on: __/__/19__

These minutes represent the general subject matter discussed in this meeting but do not reflect a verbatim discussion of the subjects and conversations that took place.