



VILLAGE OF COTTAGE GROVE NOTICE OF PUBLIC MEETING

Public Works, Properties & Sustainability Committee

Wednesday, January 4, 2022

6:00 p.m.

(Please note date change)

This meeting will take place as a hybrid meeting, both virtually via ZOOM and in person at Village Hall located at 221. E. Cottage Grove Road. If you are using ZOOM, please join the meeting from your computer, tablet or smartphone by visiting <https://zoom.us/j/92615180685>. You can also participate via phone by dialing 1-312-626-6799 and use Meeting ID: **926 1518 0685** # When asked for your Participant ID, just press #. Passcode: 221

You may also choose to participate by providing public comment prior to the meeting via email to the Director of Public Works & Utilities, JJ Larson at jl Larson@village.cottage-grove.wi.us.

If this is a teleconference, virtual or hybrid meeting, please review the Village of Cottage Grove's [policy](#).

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. Update on Bike and Pedestrian Comprehensive Plan.
 - b. Update on solar panels for the Municipal Services Building.
5. New Business
 - a. Discuss and consider parking on Melissa Lane.
 - b. Discuss and consider entering into an agreement with Dane County Land and Water Resources for erosion control plan approval and

monitoring.

- c. Discuss and consider 2023 vehicle purchases.

Documents:

[PARKING ON MELISSA LN.PDF](#)
[CONTRACT WITH DANE COUNTY LWRD .PDF](#)
[3VR7607-EROSION CONTROL AGREEMENT.PDF](#)
[2023 VEHICLE PURCHASE.PDF](#)

6. Engineer's Report

Documents:

[ENGINEER REPORT JANUARY 2023.PDF](#)

7. Deputy Director's Report

Documents:

[DEPUTY DIRECTOR REPORT JANUARY 2023.PDF](#)

8. Approve The Minutes Of The November 1, 2022 Public Works, Properties & Sustainability Committee Meeting.

Documents:

[11.1.22 PW MINUTES.PDF](#)

9. Set Tentative Date For The Next Meeting

10. Future Agenda Items

11. Adjournment

Notice:

This agenda has been prepared by Staff and approved by the Chair of the Public Works, Properties & Sustainability Committee for use at the meeting as listed above. Any item on the agenda is subject to final action. Notice: Persons needing special accommodations should call 608-839-4704 at least 24 hours prior to the meeting. 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

STAFF REPORT

MTG. DATE:	January 4th, 2023
TO:	Public Works, Sustainability & Properties Committee
FROM:	JJ Larson – Deputy Administrator/Director of Public Works & Utilities Brian Peterson – Deputy Director of Public Works & Utilities
RE:	Parking on Melissa Ln.

BACKGROUND

Years ago it was determined (by previous staff or committee/Board is unclear) that Melissa Ln. in the Quarry Ridge subdivision would not allow parking overnight in the winter months. It is believed this was due to the street being narrower than typical Village streets at the time.

OVERVIEW

The street is 28 feet wide, more than enough to adequately allow parking (and alternate side parking in the winter months) moving forward. As the Village grows, we will likely be building narrower new streets and continue to shrink old ones as they come due for reconstruction; as we've discussed at length narrower streets offer many benefits like slower vehicle speeds and less maintenance cost.

RECOMMENDATION

Recommends that once the weather allows, this committee direct staff to remove no parking signs, mail notices to homeowners of the change, and treat Melissa Ln. as every other typical street in the Village.

STAFF REPORT

MTG. DATE:	January 4th, 2023
TO:	Public Works, Sustainability & Properties Committee
FROM:	JJ Larson – Deputy Administrator/Director of Public Works & Utilities Brian Peterson – Deputy Director of Public Works & Utilities
RE:	Partner with Dane County for Stormwater Plan Review & Erosion Control Control Inspections

BACKGROUND

Dane County handles stormwater management plan review & approval and erosion control inspections for a number of municipalities through their Land and Water Resources Department (LWRD). Village staff met with their team to discuss a potential partnership a few months ago. Staff then reached out to a number of the communities served by Dane County LWRD for feedback and heard nothing but positives.

OVERVIEW

The plan is to have the County team handle stormwater management plan review as well as conduct all erosion control inspections on behalf of the Village. One concern was matching the responsive nature of our team; Village staff and consultants pride ourselves on responding to potential developers, contractors and engineers in an extremely efficient manner and I don't want a partnership with the County to impact that level of responsiveness. I brought this concern to them and had a frank discussion where I was convinced their team appropriately prioritizes plan review to meet their partners' needs. Additionally, there's nothing in the draft contract language that would tie us to the partnership if the County wasn't meeting our expectations; we could pivot back to Strand relatively quickly.

This partnership will also benefit developers and contractors in the Village as they will see a drop in cost for review and erosion control inspections by shifting to the County staff. While we've gotten great service from our Strand team, the County has economies of scale to dispatch field engineers/inspectors to do these checks. Additionally, the County handles erosion control inspection work for most towns in Dane County (including the Town of Cottage Grove), meaning a more efficient process for handling concerns between the Village and Town through one agency working on behalf of both our interests.

RECOMMENDATION

Staff recommends entering into an agreement with Dane County to handle stormwater plan review and erosion control inspections for the Village.

COUNTY OF DANE
INTERGOVERNMENTAL AGREEMENT

AGREEMENT NO. _____

EXPIRATION DATE: ANYTIME UPON 90 DAYS NOTICE

APPROVALS: _____
CORP. COUNSEL RISK MGR. C. C. OFFICER

AUTHORITY: Res. 41, 1999-2000

DEPARTMENT: Land and Water Resources

THIS AGREEMENT, made and entered into by and between the COUNTY OF DANE (hereafter referred to as "COUNTY") and the Village of Cottage Grove (hereinafter referred to as "MUNICIPALITY");

W I T N E S S E T H :

WHEREAS COUNTY, whose address is c/o County Clerk, 112 City-County Building, 210 Martin Luther King, Jr., Blvd., Madison, WI 53709, has enacted an erosion control and stormwater management ordinance ("the county ordinance") which regulates any soil disturbing activity involving more than 4,000 square feet or the cumulative addition of 20,000 square feet of impervious surface in Dane County; and

WHEREAS the county ordinance allows cities and villages to adopt an equivalent ordinance directly, MUNICIPALITY having done so, such ordinance hereinafter referred to as "the municipal ordinance"; and

WHEREAS the county ordinance provides for cityvillage-county cooperative administration of the municipal ordinance, pursuant to a Wis. Stats. section 66.0301 agreement; and

WHEREAS MUNICIPALITY, whose address is: 221 East Cottage Grove Road, Cottage Grove, Wisconsin 53527, desires to have COUNTY perform certain functions required of MUNICIPALITY under the municipal ordinance, COUNTY being willing to do so under conditions set forth herein;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and MUNICIPALITY do agree as follows:

1 The term of this Agreement shall commence as of the date by which all parties hereto have executed this Agreement and shall have no fixed expiration date. Either party may terminate this Agreement without cause on 90 days advance written notice, provided that the requirements of this paragraph do not apply to a termination under either paragraph 5.2 or paragraph 5.4.

48 2.1 With respect to sites covered by the municipal ordinance, COUNTY agrees to perform
49 on behalf of MUNICIPALITY a technical analysis similar to that set forth in s. 14.51 and 14.54,
50 D. C. Ords.
51

52 2.2 With respect to sites covered by the municipal ordinance, COUNTY agrees to perform,
53 upon request of the MUNICIPALITY, the following services on behalf of MUNICIPALITY:
54

- 55 a. Review any Erosion Control and / or Stormwater Management Plan (herein collectively and
56 severally known as "Plan") required by municipal ordinance as part of a land grading or
57 development proposal. Review will include determining through engineering calculation
58 whether the Plan meets the requirements of the Municipal Erosion Control and Stormwater
59 Management Ordinances ("Ordinance").
- 60 b. Correspond or meet with the Municipality's representative responsible for approving the Plan,
61 as may be needed for any Plan review.
- 62 c. Provide to Municipality written technical comments on the Plan to suggest any changes
63 needed for compliance with the local ordinance.
- 64 d. Meet with builders and developers at the request of the Municipality to review and explain
65 any deficiencies or needed changes in the Plan or its implementation.
- 66 e. Provide to the builders, developers and Municipality written documentation on any
67 recommended changes to the Plan and expectations of implementation.
- 68 f. Inspect during the development and construction phase any commercial and plat
69 development sites, and other construction sites governed by the Ordinance to ensure
70 compliance with Plan implementation and maintenance requirements. This inspection will
71 include as applicable a field verification that implemented practices meet the standards for
72 Stormwater quality and quantity control.
- 73 g. Cooperate with the responsible party of the Municipality to determine and implement
74 appropriate remedies on sites found to be non-compliant with the requirements of the Plan or
75 Ordinance.
- 76 h. Assist the Municipality in any enforcement action by providing technical assistance and
77 testimony upon request.
- 78 i. Provide written documentation of the inspection and report to the Municipality's
79 representative responsible for enforcement any discovered deficiencies or violations in the
80 requirements of the Plan, and describe actions taken to remedy the deficiencies. Provide
81 recommendations for enforcement action in cases where deficiencies are not corrected.
- 82 j. Perform follow-up inspections of Stormwater management practices at the completion of the
83 project construction and again just prior to expiration of any warranty period to ensure proper
84 implementation of the practices.
- 85 k. Provide to the Municipality upon request, an annual summary of inspection reports,
86 enforcement recommendations and actions taken in sufficient detail to satisfy the reporting
87 requirements of a WPDES permit.
- 88 l. Assist the Municipality with interpretation of technical standards for erosion control or
89 Stormwater management required by applicable ordinances.
90

91
92 2.3 With respect to sites covered by the municipal ordinance, COUNTY agrees to perform
93 on behalf of MUNICIPALITY on-site inspections by qualified COUNTY personnel.
94

95 3.1 MUNICIPALITY shall be and remain responsible for enforcement of the municipal
96 ordinance.
97

98 3.2 MUNICIPALITY shall designate an employee or official to serve as its authorized
99 enforcement agent for purposes of enforcing the municipal ordinance. MUNICIPALITY shall
100 notify COUNTY of any change in its authorized enforcement agent.
101

102 4.1 MUNICIPALITY agrees to reimburse COUNTY for its labor costs under this agreement
103 at the rate of \$85.15 per hour, pro-rated for fractions of an hour to the nearest 1/10th hour.
104 Travel time is billable as a labor cost.
105

106 4.2 As of April 1st of each year of the term of this Agreement the wage rate set forth in
107 paragraph 4.1 shall be adjusted in accordance with changes in the CPI - All Urban Consumers
108 - Midwest - All Items - Annual. Such adjustments shall be computed by the formula $A/B \times C =$
109 D where A is the Annual CPI Index the most recent year; B is the Annual CPI Index for the
110 next most recent year; C is the wage rate immediately prior to the adjustment; and D is the
111 adjusted wage rate. Alternatively, the formula may be expressed as
112

$$\frac{\text{Annual Average CPI Index of most recent year}}{\text{Annual Average CPI Index of next most recent year}} \times \text{Current wage rate before adjustment} =$$

113
114
115
116 Adjusted wage rate
117

118 4.3 MUNICIPALITY agrees to reimburse COUNTY for those miscellaneous direct expenses
119 related to COUNTY's obligations under this Agreement^{RAM1}, other than costs of labor, which
120 COUNTY has informed or will inform MUNICIPALITY from time to time are not included in the
121 labor rate set forth in paragraph 4.1 and which MUNICIPALITY has approved in advance.
122

123 4.4 COUNTY shall invoice MUNICIPALITY monthly by the 15th of the month. Billable
124 hours will be documented with time and date per each request or inspection. Invoices shall be
125 due and payable by MUNICIPALITY to COUNTY within 60 days thereafter. Unpaid balances,
126 which remain outstanding after the due date shall be, assessed a penalty at the rate of one
127 percent (1%) per month on the outstanding balance as of the last day of the month. All
128 payments shall be remitted to the Dane County Land and Water Resources Department 5201
129 Fen Oak Drive Room 208 Madison, WI 53718.
130

131 5.1 Neither MUNICIPALITY nor COUNTY shall assign or transfer any interest or obligation in
132 this Agreement, whether by assignment or novation, without the prior written consent of the
133 other party.
134

135 5.2 If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations
136 under this Agreement, or if a party shall violate any of the covenants or stipulations of this
137 Agreement, the other party shall thereupon have the right to terminate this Agreement by giving
138 a thirty (30) day written notice to the defaulting or breaching party of such termination and
139 specifying the effective date thereof.
140

141 5.3 In the event a party exercises its right to terminate this Agreement under paragraph 5.2,
142 the defaulting or breaching party shall not be relieved of liability to the terminating party for
143 damages sustained by the terminating party by virtue of any default or breach.
144

145 5.4 If during the term of this Agreement, failure of the Dane County Board of Supervisors
146 or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's
147 obligations hereunder shall result in automatic termination of this Agreement as of the date
148 funds are no longer available, provided, however that COUNTY has given MUNICIPALITY not
149 less than sixty (60) days' notice prior to the effective date of any termination under this
150 paragraph.
151

152 5.5 In addition to terminations available under paragraphs 5.2 and 5.4 above, either party
153 may terminate this Agreement, effective upon 90 days notice.
154

155 6.1 MUNICIPALITY agrees to secure at MUNICIPALITY's own expense all personnel
156 necessary to carry out MUNICIPALITY's obligations under this Agreement. Such personnel
157 shall not be deemed to be employees of COUNTY nor shall they or any of them have or be
158 deemed to have any direct contractual relationship with COUNTY.
159

160 6.2 Notices, bills, invoices and reports required by this Agreement shall be deemed
161 delivered as of the date of postmark if deposited in a United States mailbox, first class postage
162 attached, addressed to a party's address as set forth above. It shall be the duty of a party
163 changing its address to notify the other party in writing within a reasonable time.
164

165 7.1 The MUNICIPALITY and the COUNTY, each for itself, shall be responsible for any
166 injuries, claims or losses arising from or caused by the acts or omissions of its agents or
167 employees acting within the scope of their employment, in accordance with secs. 893.80 and
168 895.46(1), Wis. Stats. The obligations of the parties under this paragraph shall survive the
169 expiration or termination of this contract.
170

171 7.2 In order to protect itself and COUNTY, its officers, boards, commissions, agencies,
172 employees and representatives under the indemnity provisions of paragraph 7.1 above,
173 MUNICIPALITY will at all times during the term of this Agreement keep in full force and effect
174 comprehensive general liability and auto liability insurance policies issued by a company or
175 companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin
176 Insurance Department, with liability coverage provided for therein in the amounts of at least
177 \$1,000,000.00 CSL (Combined Single Limits^[RAM2]). Coverage afforded shall apply as primary.
178 COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon
179 execution of this Agreement, MUNICIPALITY shall furnish COUNTY with a certificate of
180 insurance listing COUNTY as an additional insured and, upon request, certified copies of the
181 required insurance policies. If MUNICIPALITY's insurance is underwritten on a Claims-Made
182 basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the
183 Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive
184 Date, MUNICIPALITY shall maintain coverage for the duration of this agreement and for two
185 years following the completion of this agreement. MUNICIPALITY shall furnish COUNTY,
186 annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is
187 further agreed that MUNICIPALITY shall furnish the COUNTY with a 30-day notice of
188 aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also
189 agreed that on Claims-Made policies, either MUNICIPALITY or COUNTY may invoke the tail
190 option on behalf of the other party and that the Extended Reporting Period premium shall be
191 paid by MUNICIPALITY. In the event any action, suit or other proceeding is brought against
192 COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice
193 thereof to MUNICIPALITY and shall cooperate with MUNICIPALITY's attorneys in the defense
194 of the action, suit or other proceeding. MUNICIPALITY shall furnish evidence of adequate
195 Worker's Compensation Insurance.
196

197 7.3 The parties do hereby expressly agree that COUNTY, acting at its sole option and through
198 its Risk Manager, may waive any and all requirements contained in paragraphs 7.1 and 7.2
199 above, such waiver to be in writing only. Such waiver may include or be limited to a reduction
200 in the amount of coverage required above. The extent of waiver shall be determined solely by
201 COUNTY's Risk Manager taking into account the nature of the work and other factors relevant
202 to COUNTY's exposure, if any, under this Agreement.

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8.1 During the term of this Agreement, each party agrees to abide by its respective affirmative action plan.

9.1 It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9.2 In no event shall the acceptance of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of MUNICIPALITY and the acceptance of any such payment by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

9.3 This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

9.4 The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

9.5 The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and MUNICIPALITY, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COUNTY:

Date Signed: _____
JOSEPH T PARISI, County Executive

* * * *

FOR MUNICIPALITY:

Date Signed: _____

Date Signed: _____

* Type or print names below signature lines

STAFF REPORT

MTG. DATE:	January 4th, 2023
TO:	Public Works & Properties Committee
FROM:	Brian Peterson – Deputy Director of Public Works & Utilities
RE:	2023 Equipment Purchase

BACKGROUND

Purchasing and receiving vehicles especial plow trucks has changed over the last several years due to supply chain issues. It currently takes 18 months from the time you tell them you want a truck to the point you take ownership. There will be surcharges that will be added that are out of ours or the dealership's control and could be roughly estimated at \$10,000.

OVERVIEW

OPTION 1

2023 budgeted equipment - Plow Truck \$211,000 budgeted, actual cost \$240,000 (roughly)

¾ ton pickup \$55,000 budgeted actual cost \$56,500

Hybrid vehicle \$80,000 budgeted actual cost N/A

OPTION 2

2023 equipment purchase - Plow Truck \$211,000 budgeted actual cost \$240,000 (roughly)

2 ¾ ton pickup \$55,000 budgeted actual cost \$56,500 = \$113,000

Total Budgeted for 2023 equipment purchases \$346,000. Purposed spending \$363,000. Most of the funds will not be paid until 2024 with the intention of selling the plow truck that is being relaced to cover the short fall in the budget. My intention would be to sell the plow truck we are replacing at the end of the 2023-2024 plow season to have the funds available.

RECOMMENDATION

Approve option 2. We will not take ownership until mid-2024



Engineer's Report
Public Works Committee
Village of Cottage Grove
January 2023 Report

Shady Grove Subdivision

Strand Associates, Inc.[®] (Strand) is currently working with the developer and RG Huston Company, Inc. (RG Huston) regarding site runoff to private properties west and south of this development. The developer's engineer, JSD Professional Services, Inc., has provided an exhibit showing the property line and the original design can be completed according to plan. The Village Board recently agreed to assist the developer with the property to the south for land acquisition and the grading activities occurred in late December 2022.

At this time, the developer and RG Huston have not requested Substantial Completion for the development. There are a handful of restoration items including completion of the infiltration basins and surface course of asphalt that will occur in 2023. A few potholes have opened up in the development and Strand is working with RG Huston on a temporary solution for the winter.

In the upcoming months, Strand will review the lift station pumping and electrical components now that it is online and communicating with the Village's SCADA system.

Authentix Cottage Grove

In early November 2022, the developer and construction team requested substantial completion for the Authentix development. A Substantial Completion letter and List of Items to be Completed or Corrected were provided to the development team to be completed and the Letter of Credit was reduced. In reviewing the sanitary sewer televising video, two of the mainlines appeared to be flagged for a dip. The developer will be retelevising the system as it believes these do not exist.

Remaining public works improvements at this development include paving of the parking lot for the Village dog park and restoration within the right-of-way and along the large east retaining wall. Dormant seeding occurred for parts of the restoration in November. The asphalt work will be completed in 2023. The sidewalk along the CTH N entrance will continue to remain closed because it is the primary entrance for the development construction traffic. The school pedestrian traffic will be directed to use the midblock crossing along Main Street in front of the school to avoid use of the sidewalk near the development.

Fifth Addition to Westlawn Estates

Strand and Village staff have continued to monitor the stormwater basins for the Fifth Addition to Westlawn because of the overflow being toward Town properties. Homburg Contractors, Inc. (Homburg) dredged the wet stormwater basin in late September 2022 and undercut it an additional 1 foot to allow for additional runoff sediment from the undeveloped areas. This wet basin is rather small in design and, in the future, most of the development area will not be draining to this basin. In its current existing condition, some of the site that is not developed does drain to this basin and that is likely adding water, sediment, and overflow to this basin. Homburg also installed a berm just west of the pond to direct some of the current existing condition stormwater to larger detention basins on-site.

In late November 2022, Homburg requested Substantial Completion for Phase 3–Paris Lane. A Substantial Completion letter and List of Items to be Completed or Corrected were provided to the development team to be completed.

Quarry Ridge Estates

Snyder Excavating (Snyder) requested Final Completion of Phase B in late September 2022 and an updated List of Items to be Completed or Corrected was provided to the developer and contractor for completion prior to

final acceptance. Snyder requested Substantial Completion of Phase C in mid-October 2022 and the Substantial Completion letter and initial List of Items to be Completed or Corrected were provided.

Other Development Projects

Strand noticed large amounts of sediment in the Cottage Grove Commons storm basins and has asked the developer to survey the bottom of the basin to see if it needs to be dredged due to construction site sediment runoff.

Zilber Property Group submitted its Precise Implementation Plan in mid-December. Strand has had multiple meetings with the development team and Village staff over the last month. Strand is currently reviewing the submittal package to provide comments to the Plan Commission in mid-January 2023.

Johnson Health Tech and Supreme Structures resubmitted their civil plan set and associated stormwater management documents for review. Strand reviewed the second submittal package to provide comments to the development team and anticipates responses to the comments in the upcoming weeks.

One Community Bank submitted its site drawings for Plan Commission approval in late December. Strand is reviewing the drawings and submittal package for January Plan Commission.

Erosion Control Checks

Strand continues to provide weekly erosion control checks on development sites in the Village including Cottage Grove Commons Phase 2, Dolphin Swim, Movin Out Glen Grove Apartments, Grand Appliance, Hydrite's Water Treatment Facility, JEK Multi-Tenant Building, Quarry Ridge Development, Shady Grove Subdivision, Authentix, and Fifth Addition to Westlawn Estates. Correspondence was sent to development owners if the erosion control measures on-site were not satisfactory or compliant.

Village Public Works Projects

For the 2022 Streets Improvements project, all items on the List of Items to be Completed or Corrected were completed by Homburg in early December 2022. The final pay request is anticipated to be received in the upcoming week. The project will be closed out approximately \$40,000 under the original Contract price, with the additional water main construction and other minor changes.

For the CTH N Urbanization construction project, Raymond P. Cattell Inc. (Cattell) requested Substantial Completion near the end of October 2022 and a List of Items to be Completed or Corrected was developed to be completed in mid-December 2022. At this point, almost all items have been completed, except for the installation of the rectangular rapid flashing beacons (RRFB) due to supply chain delays. The project is within budget and may even be under budget by the end of the project.

For the Clark and Grove Streets project, RG Huston has been working to complete the List of Items to be Completed or Corrected items and anticipated to be completed in December 2022. Some of the Items to be Completed or Corrected were restoration items that will be confirmed completed in spring 2023. At this point, the project is near the bid amount, but the project is still within the budget.

Prepared and respectfully submitted by Kyela R. Specht, P.E., Strand Associates, Inc.®



THE VILLAGE OF
COTTAGE GROVE

Department of Public Works

Monthly Report to the Public Works, Properties & Sustainability
Committee

January 4, 2023

Deputy Director's Report

1. Personnel and recruitment update.
2. On-Call pay.

**VILLAGE OF COTTAGE GROVE PUBLIC WORKS & PROPERTIES COMMITTEE
MEETING MINUTES OF NOVEMBER 1, 2022**

1. **Call to Order.** The hybrid meeting was called to order at 6:07 p.m. by Murphy.
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 Chairperson Heidi Murphy, Andy Eberhardt, Nicholas Hess, and Mike Hackel (left the meeting at 6:30 p.m.). Jim Elmore, Larry Kieck and Ryan Minor were absent and excused. Staff present were Deputy Administrator/ Director of Public Works JJ Larson, Deputy Director Public Works Brian Peterson, and Village Engineer Josh Straka. Six members of public were also in attendance.
3. **Public Appearances – Public’s opportunity to speak to Committee Members about any item that is not a specific agenda item.**
4. **Presentation On Water Conservation And Water Quality By Claudia Guy Of Dane County Land And Water Resources.** Claudia presented information water conservation and water quality, specifically on how we can partner with Ripple Effects to share information and work with residents to improve water quality.
5. **Old Business**
 - a. **Bike and Pedestrian Comprehensive Plan update.**

No update.
 - b. **Update on solar panels for the Municipal Services Building.**

No update.
6. **New Business**
 - a. **Discuss parking concerns on Taylor St.**

Rick Wollin of 207 Talon St. in Sun Prairie and David Wollin expressed concern with the loss of on-street parking in front of their mother’s home on Taylor St. due to the project striping bike lanes and modifying the street to have No Parking along the south side. Steve Maier of 240 Taylor St. also expressed concerns about the project and the loss of on-street parking.
 - b. **Discuss Cottage Grove Commons dog park.**

Dasan Kingenberg of 1501 N. Windsor Ave. Unit 105 and Tom Hack of 1501 N. Windsor Ave. Unit 108 shared their concerns with the potential installation of a private dog park to serve the Cottage Grove Commons Apartment residents.
 - c. **Discuss and consider No Parking signs on Limestone Pass.**

(Item was taken early in the meeting) Larson explained with most of the Commerce Park filling in, there are more vehicles parked on the streets and some semis were having difficulty making the turn in and out of driveways so there’s a proposal to add No Parking signs on Limestone Pass. Larson reported that the Police Department had no concerns with the plan. **Motion** By Hackel, second by Eberhardt to approve installation of No Parking signs on Limestone Pass as presented. Motion carried with a unanimous voice vote of 4-0-0.
 - d. **Discuss utilizing Dane County LWRD for stormwater related services.**

Larson shared that he met with staff from Dane County Land and Water Resources about potentially utilizing their team for stormwater related work. They can offer everything from plan review to erosion control checks. Straka stated that many communities they work with utilize the County for land disturbance permitting, erosion control checks and that they have a lot of staff dedicated to this work. It’s a more cost effective and efficient way to manage erosion control oversight. Murphy and Straka shared that it may also

provide the appearance of more clout to have the County overseeing projects. Murphy asked about process, Larson stated they would bring it back to Committee and ultimately the Village Board.

e. Discuss potential material handling site.

Peterson presented the possibility of utilizing the space west of the Municipal Services Building as a material handling location. As the Village has grown, it is becoming increasingly difficult to manage the compost site on Bonnie Rd. Additionally, Peterson would like to see an area where residents could drop brush as well. Peterson would like to see a driveway, pad poured and fence to secure the area. Hess commented on siting it appropriately given it would be temporary and also noted the difficulty in enforcement. Murphy noted that this would likely fit into a phasing approach once the Village Board determines a path forward for the site.

7. Engineers Report

Shady Grove Subdivision

Strand is currently working with the developer and RG Huston Company, Inc. (RG Huston) regarding site runoff to private properties west and south of this development. The developer's engineer, JSD Professional Services, Inc., has provided an exhibit showing the property line and the original design can be completed according to plan.

RG Huston completed the paving the asphalt bike path on Buss Road in mid-October 2022. Restoration around the bike path and Village right-of-way (ROW) was partially completed in October 2022 and will continue in November 2022. RG Huston plans to complete the infiltration basins and surface course of asphalt in 2023. Over the next month, Strand will review the lift station pumping and electrical components now that it is online and communicating with the Village's SCADA system.

Authentix Cottage Grove

In early October 2022, Integrity Grading and Excavating (IGE) installed additional storm sewer infrastructure to direct runoff along the large eastern retaining wall to the stormwater basin instead of the stormwater running parallel to the wall and eroding the far south end of the wall. The wall was also repaired where it was damaged due to larger past rain events.

Remaining public works improvements at this development include paving of the parking lot for the Village dog park, asphaltic path in the park, and restoration within the ROW and along the large east retaining wall. It is anticipated restoration will occur in early November 2022 and the asphalt work will be completed in 2023. The sidewalk along the CTH N entrance will continue to remain closed this fall because it is the primary entrance for the development construction traffic. The school pedestrian traffic will be directed to use the midblock crossing along Main Street in front of the school to avoid use of the sidewalk near the development.

Fifth Addition to Westlawn Estates

Strand and Village staff have continued to monitor the stormwater basins for the Fifth Addition to Westlawn because of the overflow being toward Town properties. Homburg Contractors, Inc. (Homburg) dredged the wet stormwater basin in late September 2022 and undercut it an additional 1 foot to allow for additional runoff sediment from the undeveloped areas. This wet basin is rather small in design and, in the future, most of the development area will not be draining to this basin. In its current existing condition, some of the site that is not developed does drain to this basin and that is likely adding water, sediment, and overflow to this basin. Homburg also plans to install a berm just west of the pond to direct some of the current existing condition stormwater to larger detention basins on-site.

Quarry Ridge Estates

Snyder Excavating (Snyder) completed the sidewalk for Phase C in early October 2022. Snyder requested Final Completion of Phase B in late September 2022 and an updated List of Items to be Completed or Corrected was provided to the developer and contractor for completion prior to final acceptance. Snyder requested Substantial Completion of Phase C in mid-October 2022 and the Substantial Completion letter and initial List of Items to be Completed or Corrected were provided. In late October 2022, asphalt surface pavement was placed on Phase C.

Other Development Projects

Cottage Grove Commons constructed the turn lanes on CTH N and Gaston Road in October 2022. It is anticipated surface paving of Phase 2 of Cottage Grove Commons and the turn lanes will be completed by the week of November 1, 2022. Strand noticed large amounts of sediments in the Cottage Grove Commons storm basins and has asked the developer to survey the bottom of the basin to see if it needs to be dredged due to construction site sediment runoff.

Strand and Village staff met with representatives from Hydrite's Water Treatment Facility project to discuss restoration within Huston Park. Hydrite's team has been responsive and acknowledges to restore the park to preconstruction condition.

Erosion Control Checks

Strand continues to provide weekly erosion control checks on development sites in the Village including Cottage Grove Commons Phase 2, Dolphin Swim, Movin Out Glen Grove Apartments, Grand Appliance, Hydrite's Water Treatment Facility, JEK Multi-Tenant Building, Quarry Ridge Development, Shady Grove Subdivision, Authentix, and Fifth Addition to Westlawn Estates. Correspondence was sent to development owners if the erosion control measures on-site were not satisfactory or compliant.

Village Public Works Projects

For the 2022 Streets Improvements project, a final walkthrough occurred in early October 2022 to develop a List of Items to be Completed or Corrected and Substantial Completion was requested by Homburg. Homburg has been working to complete the List of Items to be Completed or Corrected and anticipates to be completed by early November 2022. At this point, the project is within budget and may even be under budget by the end of the project, even with some of the additional water main construction items during construction.

The CTH N Urbanization construction project completed all asphalt paving in October 2022 and pavement markings were also installed. With Village staff approval, additional asphalt patching in the existing asphalt roadway north of Limestone Pass was completed as some of the existing asphalt was in poor condition and the binder pavement also needed to be removed instead of just surface asphalt repair. Raymond P. Cattell Inc. (Cattell) requested Substantial Completion near the end of October 2022 and a List of Items to be Completed or Corrected was developed to be completed in early November 2022. At this point, the project is within budget and may even be under budget by the end of the project.

The Clark and Grove Streets project completed the sidewalk on Clark Street in late-October 2022 after the private utility relocations were completed. A final walkthrough occurred in early October 2022 to provide a List of Items to be Completed or Corrected and RG Huston requested Substantial Completion. RG Huston has been working to complete the List of Items to be Completed or Corrected items and anticipates to be completed by mid-November 2022. At this point, the project is near the bid amount, but the project is still within the budgeted amount.

8. Deputy Directors Report

Peterson presented the updated plan for plowing operations this winter. The Village has made a brine sprayer and will utilize that method for the first time this season. Peterson also reported that the Village has added a significant amount of bike path over the past few years, and he’s working with staff to coordinate how that work will fit into snow operations.

9. Approve the minutes of the October 4, 2022, Public Works & Properties Committee meeting.

(Item was taken early in the meeting) **Motion** by Hess, seconded by Hackel, to approve the August 2, 2022 Public Works and Properties Committee meeting minutes as presented. Motion carried with a unanimous voice vote of 4-0-0.

10. Set tentative date for next meeting.

The next meeting will be in-person/hybrid and scheduled for **Tuesday, December 6, 2022**, at 6:00 pm at Village Hall.

11. Future Agenda Items

- Update on erosion control from Westlawn
- Discuss green space at Forest Ridge
- Discuss budget

12. Adjournment

Motion by Hess, seconded by Murphy, to adjourn at 8:19 pm. Motion carried with a unanimous voice vote of 3-0-0.

Respectfully submitted by JJ Larson, Deputy Administrator/Director of Public Works & Utilities. Approved on:

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.