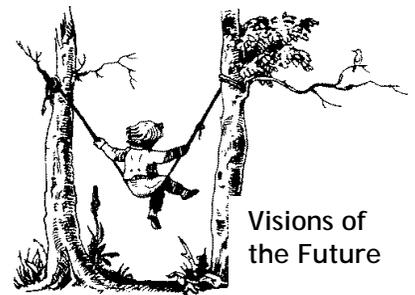


Village of Rochester

300 W. Spring Street
P.O. Box 65
Rochester, WI 53167

(262) 534-2431 Phone
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Reflections of
the Past...



AGENDA

VILLAGE BOARD MEETING

MONDAY, APRIL 27, 2015

*To convene immediately following the Public Works
Committee meeting which begins at 7:00 p.m. at*

ROCHESTER VILLAGE HALL, 300 W. SPRING ST., ROCHESTER, WI

1. **Roll Call by Village President: Ed Chart**
Village Trustees: Nick Ahlers, Gary Beck, Chris Bennett, Russ Kumbier, Chris Johnson, Mike Weinkauf
2. **Correction or approval of April 13, 2015 minutes**
3. **Period of Public Comment for Pre-Registered Citizens.**
Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that citizens be pre-registered to present comments or suggestions to the Village Board. Registration forms will be available at the meeting and must be turned in to the Village Clerk prior to the start of the meeting. Pre-registered Citizens will be called by name by the Village President and are subject to a three minute time period, per person, with time extensions granted at the Village Board's discretion. Be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments.
4. **Department Reports:**
 - A. **Public Works Department**
 1. **Activity Report**
 2. **Communication or directives for upcoming month**
 - B. **Engineering Department**
 1. **Activity Report**
 2. **Communication or directives for upcoming month**
6. **Public Works Committee Report:**
 - A. **Report on discussion and action taken at previous meeting**
7. **Consent Agenda:**
The following matters will be acted on in one motion unless a request is made by one of the members of the body that an item be removed from the consent agenda and acted on individually.
 - A. **Adopt Public Works Committee Recommendation to request a budget amendment to allocate excess snowplowing budget monies to perform contracted road work**
 - B. **Adopt Public Works Committee Recommendation to award the library roof replacement work**
 - C. **Adopt Public Works Committee Recommendation to award Oak Knoll asphalt patching work**
 - D. **Adopt Public Works Committee Recommendation to award Oak Knoll ditching work**
 - E. **Adopt Public Works Committee Recommendation to award sewer line repair work on FF and State Street**
 - F. **Adopt Public Works Committee Recommendation to perform crack-filling work on Fire Station parking lot**
8. **Summary Presentation of Memorandum in Opposition to Conditional Approval of Racine County Drainage District Request for Annual Drawdown of the Fox River Impoundment**
Group Spokesperson: Jim Schneider
9. **Request that Village of Rochester Board of Trustees formally oppose the Racine County Drainage District proposal to draw down the Fox River from October 1 to March 1 on a perpetual basis:**
Spokesperson: Charlotte Winters
10. **2015-2017 Audit Proposal: James Frechette CPA**
11. **Summer Event Request for Street Closings during Memorial Day Parade and Ceremony**
12. **Adjourn.**

Betty Novy, Clerk/Treasurer

Posted: April 24, 2015

It is possible that members and possibly a quorum of members of other governmental bodies of the municipality 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.

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Hall at 262-534-2431.

Next Meeting: Monday, May 11, 2015

Paul Beere called the meeting to order at 7:00 p.m. with Gary Beck, Ed Chart, Russ Kumbier, and Mike Weinkauff present. Chris Johnson and Chris Bennett were absent.

Betty Novy, Clerk-Treasurer; and John Tierney, Village Engineer, were also present.

Pledge of Allegiance.

Minutes. Weinkauff moved, 2nd by Chart to approve minutes from the March 23, 2015 meeting as printed. Motion carried.

Period for Public Comment for Pre-Registered Citizens.

Tom Greil, 4901 Big Bend Road, Waterford, Wisconsin, addressed the Board regarding new neighbors to his farmland on Washington Avenue. The neighbor's kids have been trespassing on his land- hunting and snowboarding. More recently, they are riding dirt bikes on his property. The noise is very disruptive to neighbors. He questioned what needs to be done to prove that someone is trespassing- and to stop this behavior.

Tom Terek, 33914 Washington Avenue, also complained about the noise generated by the dirt bikes being driven by these kids. He noted speaking with the mother, but did not feel confident the behavior would stop.

Wayne Raisleger, 33832 Washington Avenue, also stated concern about dirt bike sounds and construction equipment that is parked on the neighbor's property. He was worried about the potential of commercial use of the property.

Deputy Milam, present in the audience, reported on contact with the new residents noting she had made them aware of the complaints and that they were taking steps to mark the boundaries of their property. Jon Schattner notified those present of zoning regulations applicable to the use of dirt bikes and storage of construction equipment on the property. He will address these concerns with the property owner.

Joni Beck, 2441 Beck Drive, asked for permission to use the village hall free of charge on August 30th for a Rochester Graded School reunion. Board members indicated no objections and scheduled the issue for action at the May meeting.

Cindy Schweitzer of Integrity Funeral Services addressed the Board regarding the upcoming "Fun Run" and "I-Care" event scheduled for May 2nd. She indicated 158 people are signed up for the run and that proceeds will help purchase drug education materials for area schools. She noted Board members were welcome to participate.

Department Reports:

Sheriff. Sergeant Mattke was present. Mattke presented a written report showing the following statistics for March: one accident; three speeding citations; eleven traffic citations; six parking citations; and eight warnings were issued. There was one operating while intoxicated arrest. Complaint statistics were as follows: sixteen complaints originated through calls directly to the Sheriff's Department; Deputy Milam originated five on her own and performed follow up on thirty. Milam reported thirteen working days, 120.5 hours and 603 miles driven. Twenty-four foot patrols were also conducted. A call detail report was also reviewed.

Mattke reported on a recent event handled by the Sheriff's Department involving a kidnapping from the Lakeview Neurological Center in Dover. The event involved mutual aid of numerous departments and use of the 9-1-1 system for reverse calling notifying residents of the offender on the run in the area. Mattke also commented on the motor bike issue noting DNR regulations apply to mufflers on ATVs and snowmobiles, but do not address dirt bikes. Traffic laws also do not apply. Village noise ordinances could be reviewed to help address the matter.

Engineer. Tierney's read his written report as follows:

Coyote Territory Subdivision- Construction Services. No time charged to this project. Tasks Pending: Work with Village staff and developer regarding acceptance of improvements.

N. River Road Final Design: Evaluating road center line alignment and cutting cross-sections. Tasks Pending: Continue detailed design.

2015 Supplemental Municipal Engineering Services: Provided information regarding recently installed public improvements for the upcoming audit and performed a site visit with DPW to review ditch and shoulder conditions in Coyote Territory. Tasks Pending: Provide assistance as needed.

Agenda Items:

Legislative Update: Assembly Representative Robin Vos

Representative Vos provided an overview of the Governor's 2015 – 2017 state budget proposal summarizing its background, timeline, proposed property assessment legislation, transportation funding, shared revenue, levy limits, new information being proposed to include on property tax bills, economic development initiatives and numerous other budget issues. He also noted 50% of the state budget goes towards local government and schools; and 25% goes towards aids for individuals. Vos then fielded several questions regarding use of the transportation fund; a freeze on the buying of land by the Department of Natural Resources; and funding for the county arena. He noted that an increase to vehicle registration fees is being proposed in order to address deficits in the transportation fund.

Service Acknowledgements:

Outgoing Village President Paul Beere: 12 years of service

Re-elected Village Trustee Gary Beck: 40 years of service

Representative Vos presented plaques to both Paul Beere and Gary Beck noting their accomplishments and years of service. Newly elected village president Ed Chart also presented both Beere and Beck with trophies thanking them for their service.

Plan Commission Recommendation: Extraterritorial Plat Review: Dover Ridge Preliminary Plat Proposed Land division to create sixteen (16) lot residential development on the south side of Washington Avenue, approximately 1,320 feet west of Sharp Road
Owners: Dover Farms, LLC

Schattner reported on Plan Commission consideration of this item. The Plan Commission recommended stating no objections to the plat, but expressed concerns over storm water drainage noting that a recommendation should be added that a stormwater management plan be required that demonstrates no additional run-off will be directed towards Rochester after the development occurs. Schattner noted his discovery that this development will require a DNR permit that requires a demonstration that run off from the property would not exceed pre-development amounts, the regulation noted as DNR 151. As such, the issue is already addressed.

Beck moved, 2nd by Kumbier to authorize Schattner to direct a letter of no objection which notes concerns about surface drainage and also asks that the location and disturbance of sub-surface drain tiles be taken into consideration. Motion carried.

First Reading: Ordinance #2015-1 “Amending Chapter 35 of the Municipal Code of the Village of Rochester to Allow Certain Setback Modifications to Accommodate Disabled Persons and to Allow Animal Training as a Conditional Use in Agricultural Districts; and Amending Chapter 30 to Require Zoning Review of Land Divisions Not Subject to CSM or Plat Requirements

Schattner reported that this ordinance had been reviewed at Plan Commission and that it involved three parts- the commercial training of animals, handicap accessible ramps, and plat review requirements. He noted that the Village Attorney had recommended removing the previously proposed language that required the removal of non-conforming handicap ramps when it was no longer needed. Discussion by the Board was such that they would like to retain the language that requires the removal. Consensus of the Board was to schedule the ordinance for a public hearing after this change is made.

Resolution #2015-7 “A Proclamation of the Village of Rochester, Wisconsin, Acknowledging the Racine County Sheriff’s Department”

Novy reported Bennett drafted this proclamation as directed by the Board after receiving the request of Village resident Roman Uhen. Weinkauff moved, 2nd by Beck to approve the proclamation with added verbage noting the role the Sheriff’s Department plays in educating the public. Motion carried.

Resolution #2015-8 “Resolution by the Village of Rochester Board to amend the 2015 Budget”

Novy reported the Finance Committee reviewed this resolution in advance of the meeting and recommended approval. It allocates proceeds from the sale of the former municipal building to the expenditure category “General Building Outlay” to accommodate capital improvements to village buildings. Chart noted that previous discussions were such that these funds would go towards debt reduction, but replacement of the library roof and windows in the two story portion of the building have become a priority. Chart moved, 2nd by Kumbier to adopt Resolution #2015-8 noting that any funds remaining after these repairs should be allocated to debt reduction. Motion carried.

Application for Operator’s License: Aileen Madden

Novy reported that Madden meets the requirements of an operator’s license and has a clean background check. She recommended approval. Kumbier moved, 2nd by Weinkauff to approve the operator’s license for Aileen Madden. Motion carried.

Correspondence was read from Racine County, the transmittal of Resolution 2014-127, and Racine County Emergency Management, a publication regarding severe weather reminders.

Committee Reports:

Ordinance Committee: Beck reported a meeting has been scheduled for Monday, April 20th to discuss the house number ordinance.

Rochester Fire Company Executive Board: Kumbier reported on attendance of the meeting of the executive board on April 6th. They provided Kumbier with a certificate of insurance and copies of the bills they were paying. They discussed creating a support group for families of the volunteers to bring wives and significant others into the group, ordering reflective safety vests, water training in Honey Lake, fundraising efforts to replace their rescue boat which was reported as 25 years old; and working with the Sheriff’s Department to train tactical EMS personnel that can affect the rescue of injured parties in a hostile environment. They were also concerned about the end of life care facility on Stephanie Street noting five rescue calls there recently. They do not feel they are getting adequate information from the owner in terms of the residents there.

Central Racine County Health Department: Bennett was absent.

Honey Lake Protection and Rehabilitation District Board: Weinkauff reported on the district's last meeting on March 17th. They discussed raising the lake levels, spring cleanup of the beaches, the repair of a shelter, a few problems with snowplowing, and fixing the boards on the foot bridge.

Finance Committee: Beck reported on the recommendation of the committee to approve all disbursements listed on the check detail dated March 10, 2015 – April 13, 2015. It was noted the purchase of truck tires was incorrectly coded as a public works truck expense. This was a fire truck expense. Chart moved, 2nd by Kumbier to approve the March 10, 2015 – April 13, 2015 check detail with the one correction. Motion carried.

Beck stated formal appreciation for Paul Beere's service to the Board.

Kumbier moved, 2nd by Chart to adjourn at 8:55 p.m. Motion carried.

Respectfully submitted:

Betty J. Novy, MMC CMTW WCPC
Clerk-Treasurer

VILLAGE OF ROCHESTER COMMITTEE MEETINGS

300 W. SPRING STREET, P.O. BOX 65, ROCHESTER, WI 53167, PHONE (262)534-2431, FAX (262)534-4084

AGENDA

Public Works Committee

Monday April 27, 2015

7:00 PM

ROCHESTER VILLAGE HALL

300 W. Spring Street, Rochester WI

1. Call meeting to order.
2. Member Roll Call: Chris Johnson (Chairperson), Chris Bennett, Gary Beck Jr., Paul Beere, Ed Chart, Vince Klemko, Mike Weinkauff and Christopher Birkett, Public Works Manager

THE FOLLOWING ITEMS WILL BE DISCUSSED WITH POSSIBLE ACTION BY THE PUBLIC WORKS COMMITTEE:

3. Period for public comment.
4. Approve minutes from the March 23rd Public Works Comm. meeting.

Information Items:

5. Report on damaged sewer line on Beck Dr.
6. Discuss permitting process for Ag equipment.
7. Update on pump #1 cost estimate and time frame for repair.
8. Review future options for pump repair and replacement.

Action Items:

9. Review and possible amend snow plow budget.
10. Review bids and possible award of library roof replacement.
11. Review bids and possible award of asphalt patching on Oak Knoll.
12. Review bids and possible award of ditch project on Oak Knoll.
13. Review bids and possible award of sewer line repair on FF and State St.
14. Discuss and possibly add the Fire Dept. parking lot to crack filling job.
15. Adjourn.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any other governmental body except the Public Works Committee.

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Hall at 262-534-2431.

Posted; 4-24-2015
Christopher J Birkett
Manager DPW.

Chris Johnson called the meeting to order at 7:00 p.m. with Chris Bennett, Gary Beck Jr., Paul Beere, Ed Chart, Vince Klemko, and Mike Weinkauf present.

Also present: Village Trustees Gary Beck and Russ Kumbier; Christopher Birkett, Public Works Manager; John Tierney, Village Engineer; and Betty Novy, Clerk-Treasurer.

Pledge of Allegiance.

Period for Public Comment: No citizens appeared for public comment.

Weinkauf moved, 2nd by Klemko to approve minutes of the March 3, 2015 Public Works Committee meeting as printed. Motion carried.

Information items:

Discuss leaks in library roof and repair estimate.

Birkett reported numerous issues with leaks in the library roof. The current roof is about 20 years old. He met with two contractors and both concur that it needs replacement with priority put on the sloped portion of the roof first as there are numerous cracks in the roof membrane. The flat portion of the roof is back pitched from the drains and water ponds in several areas. Standing water has caused those areas to deteriorate more rapidly. One of the contractors mentioned a metal roof as an option to replacing the rubber roofs. Replacement of the flat portion of the roof with rubber was estimated at about \$38,000. Replacement of the sloped portion of the roof with rubber was estimated at about \$41,000. Consensus of the committee was to direct Birkett to solicit bids for replacement of the library roof with three options- one replacing only the sloped portion of the roof with rubber, one replacing both the sloped and flat portions of the roof with rubber; and one replacing the sloped portion of the roof with a metal roof similar to that of the village hall.

Update on public works support positions.

Birkett reported that Tom Pincolic resigned his position after his six month review. Birkett noted plans to utilize Forrest George when he needs assistance and that he will need to rely more heavily on Board members to address lift station alarms when he is not available. Weinkauf, Chart, and Johnson indicated willingness to step in as needed.

Review budget of contracted road work.

Birkett reported the budget for this year's contracted roadwork is \$45,000. The chip sealing of Rowntree Road has been approved for \$26,000 and this year's crack-filling work will be about \$20,000. He noted the asphalt on Oak Knoll Road is deteriorating in several areas and patching is needed. The recommended approach is to mill, remove, and redo a lane for 20 feet or so in several sections. Costs will likely be about \$20,000 for this as well.

Birkett noted a possible source of funding for the Oak Knoll project. The village is likely to have a surplus of \$25,000 in the snowplowing budget which could be transferred to perform roadwork. Birkett was directed to come back with quotes for asphalt patching on Oak Knoll at the April meeting. Total snowplowing costs will be more reliable at that time. Ditching on Oak Knoll was also briefly discussed. Birkett noted this work is scheduled as part of this year's storm water utility projects. He is soliciting bids for that work as well.

Action Items:

Review bids and possible award of crack filling contract

Birkett reported soliciting bids on crack filling for N Honey Lake Road, Waymar Lane, Rock Ridge Road, Hoyer Haven, Blue Crane Court, Nesting Way, and Beck Drive. Crack Filling Service came in at \$19,900; and Fahrner Asphalt came in at \$20,862. Birkett recommended awarding the work to Crack Filling Service. Bennett moved, 2nd by Beere to recommend awarding the crack filling work to Crack Filling Service for \$19,900. Motion carried.

Request budget amendment to complete outstanding 2014 asphalt patching

Birkett reported that last year's asphalt patches to E. Fox Street and Oak Knoll Road did not get completed before the construction season ended. The contractor is willing to honor last year's price of \$5,464. He asked that the committee recommend a budget amendment to move the moneys from last year to this year's budget so that the work can be completed. Weinkauff moved, 2nd by Chart to recommend amending the budget to move \$5,464 from the remaining monies in the public works bond fund to the 2015 contracted roadwork budget. Motion carried.

Authorize repairs to pump 1 in E. Main Street lift station

Birkett reported that the seal failed in one of the pumps in the E. Main Street station. Maas & Sons estimated repair costs between \$1,500 and \$2,000, but also noted that an upgrade to the pumps may be available that would extend their life. However, they had not heard back from the manufacturer in time for the meeting. Bennett moved, 2nd by Chart to authorize repair to the pump seal in an amount not to exceed \$2,500. Motion carried.

Discuss generator service schedule and possibly approve service contract

Birkett reported maintenance service for the generators had been left out of this year's sewer utility budget as an oversight. Sewerage treatment costs came in less than anticipated in 2014. He asked that the budget be amended to carry surplus funds forward to allocate towards this purpose. Bennett moved, 2nd by Weinkauff to recommend moving surplus funds forward to 2015 and to approve the contract for scheduled maintenance of the Fox River Prairie lift station generator for \$584. Motion carried.

Review and possibly approve lift station service support.

Birkett reported on communication with Jeff Bratz, plant operator for the Western Racine County Sewerage District, after Pincolic submitted his resignation. Bratz is willing to serve as a back up to Board members if the lift station alarm goes off when Birkett is out of town. His fee would be \$25.00 per hour with a minimum of two hours. Chart moved, 2nd by Beere to recommend authorizing payment of \$25.00 per hour, with a minimum 2 hour charge, to Jeff Bratz to provide back up service for lift station failures when Birkett is not available. Motion carried.

Weinkauff moved, 2nd by Bennett to adjourn at 8:02 p.m. Motion carried.

Respectfully submitted:

Betty J. Novy, MMC CMTW WCPC
Clerk-Treasurer

Staff Report DPW Committee.

4-24-2015

Approve minutes. Minutes are in packets.

Information Items:

Sewer line. The sewer main located at Evergreen and Beck Dr. has some serious damage from Hydrogen Sulfide gas. This is a must fix due to the compromised condition of the pipe. I will have the footage and the map for your review. I have contacted both lining companies and excavation contractors. There is a good argument to be made for spending more on total replacement than just lining it. We will be discussing both options.

Ag Equip Permit. There is a new rule from the state that requires operators of large Ag equipment to get a no fee permit to operate on our roads. There are two ways to handle this 1) permit each one and maintain some control of what and when things are happening; or 2) pass an ordinance covering the entire village that allows such equipment to operate without getting an individual permit from the Village.

Pump # 1 Update. Maas and Bruesewitz has provided a quote that came in under the cap that the board laid out at the last meeting. I gave them the go ahead to fix the pump.

Pump Replacement Options. With the age of our pumps and the growing difficulty of getting parts I have started looking into some of our options. Buying a supply of seals to have on hand won't work due to a limited shelf life for the seals. We have a few prices for replacement one from LW Allen and hopefully one from Xylemm. This is not an urgent item but I did want to bring it to the boards attention.

Action Items:

Snow plow Budget. Our budgeted amount for snow plowing was \$97,500.00, due to the low snowfall winter we spent \$43,500.00. We will need to keep back approx \$25,000.00 for December. This leaves us with a balance of approx \$29,000.00 which could be moved into the contracted road work fund.

Library Roof Replacement. I called four roofing contractors for bids and will pass them out at the meeting since I received only one as I am putting your packets together.

Asphalt patching. I have a quote from last year to repair Blue Crane Crt. Asphalt contractors ran out of time in 2014 but they will honor that bid. The price to do that work was \$4038.00.

For the 2015 patching we have two bids: Asphalt Contractors	\$17,988.00
Poblocki Paving Corp	\$27,343.00

Both contractors do good work I would recommend Asphalt contractors. When you add the work from 2014 and 2015 together our total will be \$22,026.00.

Oak Knoll Ditch. I have four quotes for review, the low being **\$17,190.00** from RLP Diversified (Andy's Excavating) to a high of **\$44,053.80** from Reesmans. RLP Diversified is the low quote, they have done work for us in the past and do a good job.

Hwy FF and State St. Sewer Repair. We have a slipped pipe on the sewer main at this location, pipe has slipped in such a way as to create a partial dam across the flow line. I have three quotes to review Wanasek is the low at **\$6,650.00**. RLP Diversified is the High at **\$19,385.00**. Wanasek is my recommendation.

When we awarded the Crack filling we did not discuss the Fire dept parking lot. We should make it official as that money comes from a different fund. With Fahrner not getting the job I doubt they would come down for the parking lot for the bid price without a mobilization fee. Do we want to just do crack filling and hold on the spot seal patches? That would get us closer to our budget # of \$900.00. I need direction on what the committee wants.

348.27 (19) NO-FEE PERMITS FOR IMPLEMENTS OF HUSBANDRY AND AGRICULTURAL COMMERCIAL MOTOR VEHICLES THAT EXCEED LENGTH OR WEIGHT LIMITATIONS. (a) In this subsection, "maintaining authority" means the following:

1. The department or its designee, with respect to state trunk highways.
2. The municipality or county responsible for maintenance of the highway or its designee, with respect to any highway that is not a state trunk highway, including any connecting highway.

(b) 1. Subject to subds. 3. and 5. b. and par. (c), a person may apply to the maintaining authority of a highway for an annual or consecutive month, no-fee permit to operate an implement of husbandry or agricultural commercial motor vehicle that exceeds limitations on length or weight, or both, imposed by this chapter. Upon receiving an application for a no-fee permit under this subsection, the maintaining authority shall provide the applicant with a final decision on the application within 3 weeks of its receipt. If the maintaining authority fails to approve or deny the application within this 3-week period, the application is considered approved until the applicant receives a denial meeting the requirements under subd. 4. or until 6 weeks from receipt of the application. If the maintaining authority fails to approve or deny the application within 6 weeks of its receipt, the application is approved.

2. Subject to subd. 3. and par. (c), any person to whom a no-fee permit has been issued under this subsection may, at any time, apply for an amendment to the permit to reflect a change in the applicant's circumstances or information, including a change in the listing or map of highways to be traveled. Upon receiving an application for amendment under this subdivision, the maintaining authority shall provide the applicant with a decision on the application within 5 business days of its receipt. If the maintaining authority fails to approve or deny the application within this period of 5 business days, the application is considered approved until the applicant receives a denial meeting the requirements under subd. 4. or until 10 business days from receipt of the application. If the maintaining authority fails to approve or deny the application within 10 business days of its receipt, the application is approved. This subdivision does not apply if the permit is a resolution or ordinance adopted under subd. 5.

3. Except as provided in subd. 5. b., an application under subd. 1. or 2. shall be made on the form prescribed by the department under par. (d) 1.

4. If a maintaining authority denies a permit application under subd. 1. or 2., it shall notify the applicant in writing of the denial and the notice shall include a reasonable and structurally based explanation of the denial that relates to the preservation of the roadway.

4m. a. If a maintaining authority receives a permit application with respect to an implement of husbandry described in s. 340.01 (24) (a) 1. b. and the only basis to deny the application is the listing or map of highways under par. (c) 3. accompanying the application, the maintaining authority shall modify the application to include an approved alternate route or map of highways for operation of the implement of husbandry and approve the application.

b. The approved alternate route or map of highways under subd. 4m. a. may include highways that are not under the jurisdiction of the maintaining authority issuing the permit only upon prior approval of the maintaining authority having jurisdiction over those highways.

5. a. The governing body of a municipality or county may, by resolution or ordinance, authorize operation on any or all highways under the municipality's or county's jurisdiction of implements of husbandry and agricultural commercial motor vehicles that exceed limitations on length or weight, or both, imposed by this chapter. If the governing body of a municipality or county adopts a resolution or ordinance under this subd. 5. a., the resolution or ordinance shall be valid for at least one calendar year.

For a resolution or ordinance under this subd. 5. a. to be effective in any calendar year, the resolution or ordinance must be adopted on or before January 15 of that calendar year or in a prior year.

b. If the governing body of a municipality or county adopts a resolution or ordinance under subd. 5. a., then subd. 3. and par. (c) 3. do not apply, no permit application is required, and the resolution or ordinance shall serve as the permit under this subsection. The governing body of the municipality or county shall make copies of the resolution or ordinance readily available to the public at multiple locations within the municipality or county.

c. If the governing body of a municipality or county adopts a resolution or ordinance under subd. 5. a. that applies to fewer than all of the highways under the municipality's or county's jurisdiction or that authorizes operation of implements of husbandry and agricultural commercial motor vehicles but imposes conditions, restrictions, or limitations on this operation, then a person may apply for a permit under subd. 1. for operation of an implement of husbandry or agricultural commercial motor vehicle on any highway or under any circumstance not authorized by the resolution or ordinance.

d. Each municipality or county that adopts a resolution or ordinance under this subdivision shall forward to the department a copy of the resolution or ordinance, and the department shall publish the resolution or ordinance on the department's Internet site.

(c) 1. With respect to any highway under its jurisdiction, and as provided in par. (b) 4m. b., a maintaining authority may issue an annual or consecutive month, no-fee permit authorizing operation on the highway of an implement of husbandry or agricultural commercial motor vehicle that exceeds limitations on length or weight, or both, imposed by this chapter if the applicable requirements of this subsection are satisfied.

2. A no-fee permit issued under this subsection does not exempt any implement of husbandry or agricultural commercial motor vehicle from complying with all equipment and other requirements for an implement of husbandry or agricultural commercial motor vehicle specified in ch. 347.

3. Except as provided in par. (b) 5. b., an application for a no-fee permit under this subsection shall be accompanied by a listing or map of the highways that may potentially be traveled under authorization of the permit.

4. A no-fee permit issued under this subsection is not valid on any highway that is a part of the national system of interstate and defense highways.

5. No fee may be charged for issuance or amendment of a permit under this subsection, or for any study, investigation, or other review in connection with an application for a permit or amendment of a permit under this subsection.

6. A maintaining authority under par. (a) 2. may issue permits under this subsection having a valid period that is longer than one year or for which there is no expiration.

7. Permits issued under this subsection by a maintaining authority under par. (a) 1., including amended permits for which an application has been approved under par. (b) 2., shall automatically renew each year unless there is a material change to any roadway for which the permit applies.

(d) 1. The department shall prescribe an application form for no-fee permits, and amendments to no-fee permits, under this subsection. Except with respect to permits under par. (b) 5. b., this form shall be used by each maintaining authority. The application form shall require the applicant to provide, on the form or as an attachment, all of the following information:

a. The applicant's contact information.

b. A listing or map of the highways that may potentially be traveled under authorization of the permit.

c. Identification of the types of implements of husbandry or agricultural commercial motor vehicles for which the application is made; the length, number of axles, make, model, and estimated weight of the implements of husbandry or agricultural commercial motor vehicles; and the time of year and frequency that these implements of husbandry or agricultural commercial motor vehicles are expected to be operated on the highway.

d. Changes to the original application when requesting an amendment to a previously issued no-fee permit.

e. Any other information considered necessary by the department to determine the acceptability of the application.

2. The department shall prescribe a procedure for the submission of applications to the maintaining authority under par. (b) 1. and 2. The procedure shall allow an application to be submitted by mail, including certified mail, by electronic transmission, or in person, and shall include a method for accurately documenting the date of receipt of the application regardless of which delivery method is used.

3. a. Except as provided in subd. 3. b., c., and d., a maintaining authority shall keep confidential all information provided by an applicant for a permit under this subsection and this information is not open to public inspection, copying, or disclosure under s. 19.35.

b. A maintaining authority described in par. (a) 2. shall disclose to the department, upon its request, information provided by an applicant for a permit under this subsection, but the department shall keep the information confidential, and this information is not open to public inspection, copying, or disclosure under s. 19.35.

c. A maintaining authority shall, upon request, disclose to a law enforcement agency, for use only for law enforcement purposes, information provided by an applicant for a permit under this subsection.

d. This subdivision does not prohibit a maintaining authority from disclosing on a permit under this subsection the information necessary to carry out the purpose of the permit.

(e) 1. In this paragraph, "adverse determination" means the denial of an application for issuance or amendment of a no-fee permit under this subsection.

2. Notwithstanding s. 348.25 (9), any person aggrieved by an adverse determination by a municipality or county may obtain review of the adverse determination in the manner provided in ch. 68 or as provided under an ordinance or resolution adopted under s. 68.16. However, review of the initial determination of the municipality or county, under s. 68.09 or 68.10 or under the equivalent provision of an ordinance or resolution adopted by a municipality under s. 68.16, shall be made by, respectively, the governing body of the municipality or the county highway committee of the county.

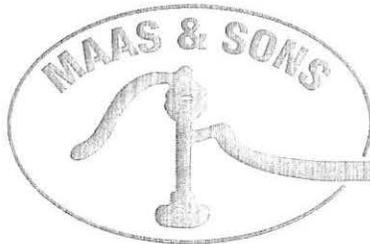
3. Any person aggrieved by an adverse determination by the department may petition as provided in s. 348.25 (9).

(f) 1. Except as provided in subd. 2., this subsection does not apply after January 1, 2020, and any permit issued under this subsection or resolution or ordinance adopted under par. (b) 5. a. on or before January 1, 2020, is void after January 1, 2020.

2. The confidentiality requirements under par. (d) 3. continue to apply after January 1, 2020, to all application information provided on or before January 1, 2020.

SECTION 61M. 348.28 (1) of the statutes is renumbered 348.28 (1) (a) and amended to read:

348.28 (1) (a) Permits issued under ss. 348.25, 348.26 and 348.27, other than a permit described in s. 348.27 (19) (b) 5. b. shall be carried on the vehicle during operations so permitted. This paragraph does not apply after January 1, 2020, with respect to a permit issued under s. 348.27 (19).



Since 1919

2807 Beck Drive
Waterford, WI 53185
(262) 534-2170 • Fax# (262) 534-2155

Pumps, Water and Septic Systems

Sales ☺
Service ☺
Repairs ☺

VILLAGE OF ROCHESTER
P.O. BOX 65
ROCHESTER, WI. 53167

March 23, 2015

SEWAGE LIFT PUMP REBUILD ESTIMATE

INCLUDES:

- PULL PUMP WITH COMPROMISED BEARING OR SEAL OUT AND LIFT OUT OF PUMP PIT AND BRING BACK TO OUR SHOP WHERE IT CAN BE WORKED ON
- CLEAN UP PUMP AND PULL APART AND REPLACE ALL OF THE SERVICE PARTS ASSOCIATED WITH THE BEARINGS AND SEALS
- INCLUDES: #168 UPPER BEARING, #163 LOWER BEARING, HYD 153 SEAL, HYD 37E2 9906 SNAP RINGS, CP2930 838GF GASKETS
- ANY OTHER PARTS WE MAY FIND THAT ARE BROKE, WORN OUT OR COMPROMISED TO THE POINT THAT THEY WILL FAIL BEFORE THE PUMP NEEDS TO COME OUT AGAIN WILL BE REPLACED IF THEY ARE JUST SMALL, HARDWARE RELATED PIECES
- IF ANY MAJOR PARTS LIKE THE BOWL OR IMPELLOR NEED REPLACING WE WILL FIND OUT THE COST AND AVAILABILITY OF THESE PARTS AND NOTIFY THE VILLAGE
- ASSUMING NO ADDITIONAL, MAJOR PARTS ARE NEEDED, WE WILL PUT THE PUMP BACK TOGETHER AND LOWER BACK INTO THE HOLE AND PUT BACK IN SERVICE

ESTIMATED COST.....\$2,365.00

COST OF ORDERED PARTS ONLY.....\$1,051.82

NOTES:

1. Ordered parts only cost is included in the first estimated cost. If you want to order a second set of parts for either the second pump or just to have on hand because the age of the pump and the threat of obsolescence, the estimated cost will be the sum of the two costs above. (\$3,416.82)
2. I have been told by the company that we can order these parts from that a replacement, retro fit system is available. However they have not provided me with the information yet. I was told this same thing in '02 and it never came about and I was unable to find it. Maybe he is now finding the same thing. I will be in touch if any replacement system comes about.
3. By a replacement system, I am talking about one that will work in the same offset pump arrangement that is there now. Submersible pump systems are readily available but they all require that the whole concrete wet well be re-piped. This would be a complete re-working of the entire lift station.
4. This estimate is just that, an estimate. Upon completion of the work described herein, you will be billed for the time and material used in providing you with the service you requested as described above. As mentioned above in the estimate; other parts may be found to be in need of replacement that we will not be able to identify until the pump has been taken apart. The final bill will reflect this. We have tried to get this estimate as close as possible.

LIEN RIGHTS NOTICE

As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on owners land and buildings if not paid. Those entitled to lien rights, in addition to the under-signed builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to co-operate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Please sign & return with one half down to acknowledge and accept. Thank you.

Signed _____

Date _____



Since 1919

2807 Beck Drive
Waterford, WI 53185
(262) 534-2170 • Fax# (262) 534-2155

Pumps, Water and Septic Systems

Sales ♪
Service ♪
Repairs ♪

VILLAGE OF ROCHESTER
ATTN: CHRIS BIRKETT
P.O. BOX 65
ROCHESTER, WI. 53167

April 20, 2015

Hey Chris

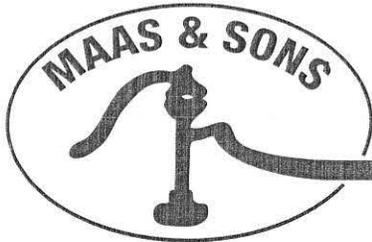
I think I tried to send this or some other information via email once before and had some problems or you didn't get it for one reason or another. (Probably something I did) So I thought I'd send this one personally.

I think I told you this either over the phone or in person. The seals in the rebuild estimate should not be left on a shelf for much over three to four years. I don't think you wanted to get another kit for the other pump so we only got the one. I wouldn't recommend getting any for spares to sit on a shelf.

The new pumps are pretty expensive. I think we can replace both of them in one day if we go with the more expensive option that uses the existing pump bases and suction elbows for the new pumps. If we go with the new pumps that require new pump bases and suction elbows, we will probably need a day and half or so. It is also unknown how much other fittings we may need. The last time we took them completely out we had to replace a valve or two because the one there wouldn't hold. Other than another unexpected issue like that I think I have all the bases covered. If you have any other questions, call or stop by or email me and I will get you an answer. Thanks.

Sincerely,

Todd Bruesewitz
Maas Water Works



Since 1919

2807 Beck Drive
Waterford, WI 53185
(262) 534-2170 • Fax# (262) 534-2155

Pumps, Water and Septic Systems

Sales ☰
Service ☰
Repairs ☰

**VILLAGE OF ROCHESTER
ATTN: CHRIS BIRKETT
P.O. BOX 65
ROCHESTER, WI. 53167**

April 20, 2015

LIFT STATION SEWAGE PUMPS

COMPLETE PUMP REPLACEMENT

INCLUDES:

- PROVIDE TWO FAIRBANKS MORSE, 4", MODEL 5432 SEWAGE PUMPS WITH A MECHANICAL SEAL, 5 HP MOTOR, AND SEAL FILTER KIT
- THIS IS A COMPLETE, SLIGHTLY DIFFERENT REPLACEMENT WITH A DIFFERENT BASE AND ELBOW SO THE ELBOW AND BASE MUST BE PULLED OFF AND REPLACED
- NEW ELBOW AND BASE DO COME WITH THIS PUMP OPTION

ESTIMATED COST.....\$27,800.00

PUMP REPLACEMENT

INCLUDES:

- PROVIDE TWO FAIRBANKS MORSE, T-20 FRAME, SOLIDS HANDLING PUMPS
- THESE PUMPS WILL BE ABLE TO FIT ON THE EXISTING PUMP BASE AND RE-USE THE EXISTING SUCTION ELBOW SO THESE PARTS WILL NOT HAVE TO BE PULLED AND REPLACED LIKE THE ESTIMATE ABOVE

ESTIMATED COST.....\$28,900.00

NOTES:

1. Obviously both of these pumps will have to be completely pulled out and replaced one at a time.
2. With either option, the pumps have a one (1) year warranty.
3. We can do whatever you want us to do with the old pumps we pull out. You can opt to keep them somewhere for re-building in the future or we can haul them away and dispose of them.
4. The first option with the new pump base and suction elbow actually costs less than the second option, however it will take more time to take all of this apart and put it back together again with new parts.
5. The price difference in cost does not quite wash so the more expensive pump is still the more expensive option. So the real difference between the two is down time. The second option will have less down time.
6. The concern with the less expensive option is; does the new base and suction elbow really fit where the old ones were? Actually that can be a problem with both options; will the new pump really fit the old base?
7. This estimate is just that, an estimate. Upon completion of the work described herein, you will be billed for the time and material used in providing you with the service you requested as described above. Situations may become apparent after the installation has begun that can cause the job to take more or less time than anticipated to complete. The final bill will reflect this. We have tried to get this estimate as close as possible.

LIEN RIGHTS NOTICE

As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on owners land and buildings if not paid. Those entitled to lien rights, in addition to the under-signed builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to co-operate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Please sign & return with one half down to acknowledge and accept. Thank you.

Signed _____ Date _____

Asphalt Contractors, Inc.

Office:
925 Church Street
Union Grove, WI 53182

Sealing – Paving – Striping – Grading
(262) 878-4678 Fax (262) 878-5411
asphaltinc.com

All Mail to:
710 Vine Street
Union Grove, WI 53182

Date: February 27, 2015

Proposal submitted to:
Village of Rochester Attn: Chris Birkett
203 W. Main Street
Rochester, WI 53167
Work: 262-534-2431 Fax: 262-534-4084 Cell: 262-332-1017
cbirkett@rochesterwi.us

Work to be performed at:

38501 Blue Crane Court
Waterford, WI 53185

We are pleased to quote the following:

CID: 31107

Asphalt Patching Approximately 2,384 SF \$ 4,038.00

- Mill existing asphalt to a 2" depth.
- Apply tack adhesive coat.
- Place and compact 2" asphalt surface mix.

Asphalt Patching Approximately 252 SF \$ 1,688.00

- Remove existing asphalt.
- Undercut existing base to a 10" depth.
- Install 10" base.
- Fine grade, shape and compact base.
- Place and compact 4" in 2 lifts.

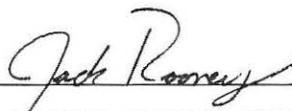
Remove and dispose of concrete approach. \$ 225.00

Note: This proposal may be withdrawn if not accepted within 30 days.

Terms of Payment: **Due upon completion**, a service charge of 1½% per month will be charged on all accounts 10 days past due.

As Required by the Wisconsin Construction Lien Law, Builder (Contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to terms and conditions herein.

Thank you for the opportunity to quote you on this project. Respectfully submitted.

By: 

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

Oak Knoll Patches 2015

Patch #1 154'x 10' & 38'x 20'

#2 168'x 20'

#3 115'x 10'

#4 160'x 10'

#5 30'x 6'

#6 84'x 20'

Mill existing asphalt to a 3" depth.

Apply tack coat.

Place and compact 3" asphalt surface mix.

Asphalt Contractors, Inc.

Office:
925 Church Street
Union Grove, WI 53182

Sealing – Paving – Striping – Grading
(262) 878-4678 Fax (262) 878-5411
asphaltinc.com

All Mail to:
710 Vine Street
Union Grove, WI 53182

Date: March 20, 2015

Proposal submitted to:

Village of Rochester Attn: Chris Birkett
203 W. Main Street
Rochester, WI 53167
Work: 262-534-2431 Fax: 262-534-4084 Cell: 262-332-1017
cbirkett@rochesterwi.us

Work to be performed at:

Village of Rochester
Oak Knoll Road
Rochester, WI 53167

We are pleased to quote the following:

CID: 40091

Asphalt Paving 6 Patching on Oak Knoll Road:

- Mill existing asphalt to a 3" depth.
- Apply Tack coat.
- Place and compact 3" asphalt surface mix.

Patches:

- Patch 1: (135' x 10') (39' x 20') (19' x 20')
- Patch 2: (168' x 20')
- Patch 3: (115' x 10')
- Patch 4: (160' x 10')
- Patch 5: (30' x 6')
- Patch 6: (84' x 20')

Approximately 10,480 SF - Total: \$ 17,988.00

Note: This proposal may be withdrawn if not accepted within 30 days.

Terms of Payment: **Due upon completion**, a service charge of 1½% per month will be charged on all accounts 10 days past due.

As Required by the Wisconsin Construction Lien Law, Builder (Contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to terms and conditions herein.

Thank you for the opportunity to quote you on this project. Respectfully submitted.

By: _____



Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

TERMS & CONDITIONS

All permits are owner's responsibility.

Work to be completed within a reasonable time frame.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. If after proper notification, work is unable to be completed due to vehicles or other obstruction; additional trip charges may be incurred.

All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 5 days after the work is performed. Any claim for property damage is conclusively waived unless this contractor is notified within 72 hours of the occurrence. We will not be responsible when existing or proposal grades are 1% or less. Owner understands that water ponding may occur. Any stated dimension, thickness, etc. is an average over the entire area of project as specified.

Soil condition such as the presence of clay and sand as well as temperature and moisture content may result in cracking, it is therefore impossible to guarantee against cracking. The owner understands that this is a risk inherent in this kind of work.

All asphalt surfaces, especially those that are re-surfaced will eventually crack Asphalt Contractors, Inc. does not guarantee their work against cracking, since this is a condition of nature, and beyond the control of the contractor.

Additional material or labor required to complete any portion of this proposal, due to alterations, subnormal soil conditions or mistakes made by other contractors, shall be executed only upon written order and will become an extra charge.

Any additional material (asphalt, stone, crack sealer, sealcoat) requests above contract specifications shall be executed only upon written order and will become an extra charge. Asphalt / Stone thickness is quoted in average thickness.

Asphalt Contractors, Inc. has the right to use subcontractors in the performance of their work.

Asphalt Contractors, Inc. is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Asphalt Contractors, Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

The contract does not contemplate the encountering of underlying concrete, wood, paving fabric or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered, owner may be charged for the extra work incurred.

Asphalt Contractors, Inc. is not responsible for damage to landscaping, trees or shrubs as a result of project preparation or completion. Asphalt Contractors, Inc. is also not responsible for changes needed in landscaping to ensure continuation of drainage flow from project area. It is the owner's responsibility to backfill edges of paved areas. Water ponding occurs in most asphalt pavements, Asphalt Contractors, Inc is not responsible for surface deflection of less than 1/2".

Asphalt Contractors, Inc. is not responsible for damage to paving from weeds due to weed dormant stage.

Asphalt Contractors, Inc. is not responsible for concrete breakage or restoration of surfaces to and from the work area.

All agreements are contingent upon strikes, accidents or delays beyond our control.

Surface cracks and deteriorated (alligatored) areas will not be filled with hot rubberized crack sealant.

Large cracks consist of cracks 1/4" or larger in width.

Areas that contain flaking sealer, standing water or moss may continue to fail after sealcoat application.

Asphalt Contractors, Inc. may invoice a completed portion of this contract if a delay is expected due to proper curing or weather constraints. If this proposal is accepted on any form other than this form, owner agrees to be bound by the terms and conditions contained herein.

Upon contract acceptance, if cancellation notice is not received in writing prior to 3 days after date of acceptance, Asphalt Contractors, Inc. assumes that the owner or agent accepts the work herein described and the terms and conditions of sale contained. Any withdrawal of this contract could result in a partial billing to reimburse Asphalt Contractors, Inc. and/or its subcontractors for planning preparation, and materials already ordered or installed on job site. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to the terms and conditions herein.

Terms of payment: Due upon completion of work unless otherwise specified. A \$15.00 service fee plus 1 1/2% of the outstanding balance will be charged on all accounts 10 days past due, and will continue to added each consecutive month until the entire balance and accumulated service fees plus interest are paid in full (unless otherwise specified). If it becomes necessary for Asphalt Contractors, Inc. to institute collection proceedings, all costs incurred by Asphalt Contractors, Inc. including reasonable and actual attorney's fees, shall be paid by the property owner or owners agency and shall be added tri the amount as described herein.

Any controversy arising from this contract shall be settled by arbitration.

NOTICE OF LIEN RIGHTS

"As required by the Wisconsin Construction Lien Law, Contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Contractor agrees to cooperate with the owner and his lender, If any, to see that all potential lien claimants are duly paid"



P.O. Box 13456
Wauwatosa, WI 53213-0456

MADISON
(608) 221-8680
Fax: (414) 476-9132

MILWAUKEE
(414) 476-9130
Fax: (414) 476-9132

RACINE
(262) 633-1105
Fax: (414) 476-9132

WI Building Contractor Registration #: 1105248

Name: Chris Birkett
Company: Village of Rochester

Address: 300 W. Spring Street
City: Rochester, WI 53167

Phone: (262) 534-2431 Ext. 5742 Date: April 6, 2015
Fax Number:
E-mail: cbirkett@rochesterwi.us
Job Name: Oak Knoll Road Patches
Job Location: Rochester
Job Phone: Cell: (262) 332-1017

We hereby submit specifications and estimates for:

Roadway Patching:

Mill/profile the following areas to a 3" depth per markings:

- #1 10' x 154' / 20' x 38'
- #2 20' x 168'
- #3 10' x 115'
- #4 10' x 160'
- #5 6' x 30'
- #6 20' x 84'

Sweep, clean and tac coat all areas.

Machine pave 3 1/2 " hot mix asphalt compacted to 3" using State of Wisconsin Department of Transportation gradation #3 surface course material.

\$27,343.00

Note: All areas to be done the same time.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: (Payment to be made as follows:)

Terms: Total Due Upon Completion

Dollars ()

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. Any increase in cost of materials will result in an increase in the contract price. These price increases will be charged as extras over and above the estimate. Poblocki Paving Corp. will notify owner of such increased costs when they occur, and will provide to owner copies of the invoices or other documentation evidencing such increased costs upon request. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

As required by the Wisconsin construction lien law, contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner’s land may have lien rights on owner’s land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Contractor agrees to cooperate with the owner and the owner’s lender, if any, to see that all potential lien claimants are duly paid.

A \$25.00 service fee, plus 1-1/2% of the outstanding balance will be charged on all accounts past 30 days, and will continue to be added each consecutive month until entire balance and accumulated service fees, plus interest are paid in full (unless otherwise noted). In the event it becomes necessary for Poblocki Paving Corp. to institute collection proceedings, all costs incurred by Poblocki Paving Corp., including reasonable and actual attorney’s fees, shall be paid by the property owner or owner’s agency and shall be added to the amount as described above.

Upon contract acceptance, if cancellation notice is not received in writing prior to 3 days after date of acceptance, Poblocki Paving Corp. assumes that the owner or owner’s agent accepts the work herein described and the terms and conditions of sale contained. Any withdrawal of this contract could result in a partial billing to reimburse Poblocki Paving Corp. and/or its sub-contractors for planning, preparation, and materials already ordered or installed on the job site.

One mobilization is included to each job site. “One trip to site by the paving crew” unless 2 or more trips are noted.

All permits are property owner’s responsibility (unless Poblocki Paving Corp. has specified they will be responsible).

Poblocki Paving Corp. is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or owner’s agent agrees to indemnify and hold harmless Poblocki Paving Corp. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

This contract does not contemplate the encountering of underlying concrete, wood, paving fabric or other unsuitable materials or unusual conditions during excavation, unless noted on proposal. Should these conditions be encountered, the property owner may be charged for the extra work incurred.

Poblocki Paving Corp. is not responsible for damage to landscaping as a result of project preparation, execution or completion. Poblocki Paving Corp. is also not responsible for changes needed in landscaping to insure the proper continuation of drainage flow from project area. It is the property owner’s responsibility to back fill edges of paved areas.

Poblocki Paving Corp. is not responsible for low spots in asphalt of less than 1/2 inch.

Poblocki Paving Corp. is not responsible for concrete breakage due to normal construction equipment traffic.

Soil conditions such as the presence of clay and sand, as well as, temperature and moisture content may result in cracking, therefore it is impossible to guarantee against cracking. The property owner understands this risk is inherent in this kind of work.

Grading: The grading we perform may not prevent unwanted water from accumulating on your property. We do not warrant (expresses or implied) that our grading work will prevent, eliminate or reduce unwanted on site water accumulation or flowage on your property. However, we do warrant that our grading will meet applicable industry standards as to percentage grade requirements.

Non-payment of total invoiced amount in full upon completion, or terms as noted, voids any and all guarantees/warranties.

Should a dispute arise between the parties concerning this contract or the rights and duties of either party, Poblocki Paving Corp. may elect, at its sole discretion, to have the dispute settled by arbitration held in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time Poblocki makes the election for arbitration. Poblocki must make the election to arbitrate no later than 60 days after the proper service of a summons.

Acceptance of Proposal

Note: This proposal is void if not accepted within 15 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature:



Paul Christman

Signature:

Date of Acceptance:

Village of Rochester

3-17-2015

Oak Knoll Rd Ditch

To dig out existing ditch starting at the wooden stake placed by the 35 mph sign working west for approx 1350' to the cross culvert under the road.

Contractor will place the flow line approx 9' off the edge of the pavement.

The bottom of the flow line will be approx 2' lower than the pavement edge.

Contractor will dig the ditch so the sides have a gradual slope that stops 3' from pavement edge and has a similar slope on the land side of the ditch.

Contractor will grade the shoulder so that it has a 4% slope.

The driveway culvert at 34314 will be replaced with an 18"x 30' with end walls.

The flow line from the west end of the driveway culvert to the cross culvert will be dug in such a way as to have positive pitch to the cross culvert, not necessarily being 2' lower than pavement edge.

Contractor will place black dirt where needed, seed with a DOT type 30 grass seed mix or something comparable and put down biodegradable erosion control matting.

Contractor will install straw bale check dams at approx 150' intervals.

Contractor will contact Public works manager 2 days before work will begin.

DPW Manager

Chris Birkett

Cell ph 262-332-1017 Office 262-534-5742

4.4.2015

RLP DIVERSIFIED INC.
207 FRONT STREET
BURLINGTON WI 53105
262-206-1297

Proposal to:

Village of Rochester WI
Oak Knoll Ditching 2015

Ditching per specs provided by Chris Birkett

Estimated cost for work to be performed \$17,190.00



WANASEK CORP.
 29606 Durand Ave.
 Burlington, Wisconsin 53105
262-763-3561
Fax: 262-767-9917

PROPOSAL SUBMITTED TO: Village of Rochester - Chris Birkett		PHONE:	DATE: April 9, 2015
STREET:		JOB NAME: Oak Knoll Rd & Hwy FF	
CITY, STATE AND ZIP CODE		JOB LOCATION:	
ARCHITECT N/A	DATE OF PLANS	FAX:	JOB PHONE:

The Wanasek Corp. is pleased to quote the following:

1) Oak Knoll Road Ditch

Perform work as per specification dated March 17, 2015.
 Total: \$18,800.00

2) Hwy FF and South State Street Sewer Main Repair

Perform work as per specification dated February 25, 2015.
 Total: \$6,650.00

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (THE WANASEK CORP) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID.

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:
Per the above quoted rates _____ dollars (\$ **per the above quoted rates** _____).

Payment to be made as follows:

Net 30 days from invoice date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: John Wanasek

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

Christopher Birkett

From: Anders, Bob [bob.anders@goracine.org]
Sent: Friday, March 20, 2015 11:23 AM
To: Cbirkett@rochesterwi.us
Subject: Oakknoll RD

Chris as you requested here is an estimate for the culvert replacement, ditching and restoration for the work being done on Oak Knoll Rd. I estimate the cost for the total project to be around \$24,000 although the Racine Counties final cost to Rochester will ultimately be time, materials and labor used.

Thanks
Robert Anders

PROPOSAL



Reesman's Excavating & Grading, Inc.

28815 Bushnell Road
Burlington, WI 53105
Phone: 262-539-2124
Fax: 262-539-2665

Quote To: Village of Rochester

Job Name: Oak Knoll Road Ditching

Date of Plans: NA

Date of Proposal: 3/23/15

Proposal Number: 15-044

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
1	Ditching	1,350.00	LF		
2	18" Driveway Culvert with End Walls	30.00	LF		
3	Ditch Checks	10.00	EA		
4	Seed, Fertilizer, Mat	3,000.00	SY		
GRAND TOTAL					\$44,053.80

NOTES:

1. Proposal is based on being able to close the road to thru traffic during working hours.
2. Proposal does not include gravel for the shoulder if required.

Hwy FF and S. State St. Sewer Main Repair

2-25-2015

Location:

SW Corner of Hwy FF and S. State St.

Approx 30' South of MH# 26.3

The depth of the pipe is approx 11'.

Action:

Excavate and replace approx 11' of 8" sewer main pipe consisting of 10' of ductile iron and 1' of PVC with a slipped joint on the north end of the work area.

The pipe will be replaced with 8" PVC SDR-26.

New pipe will be placed so there is pitch to the north.

The new pipe will be spliced to the old pipe with the appropriate sized Fernco couplers.

The pipe will be bedded with 3/8" sewer bedding chips or crushed aggregate.

The trench will be backfilled with an aggregate slurry.

Any asphalt that needs to be replaced will match the existing pavement thickness and consist of hot mix asphalt.

Any and all damage to resident's yards or landscaping will be the contractor's responsibility to repair and restore.

Misc:

The contractor shall be responsible for all traffic control and any safety measures needed for the general public.

The village will secure permits from the county.

Contractor will provide proof of insurance.

Contractor will notify Village DPW manger 2 days before work is to start, once work starts it is to be completed in a timely fashion.



WANASEK CORP.
 29606 Durand Ave.
 Burlington, Wisconsin 53105
262-763-3561
Fax: 262-767-9917

PROPOSAL SUBMITTED TO: Village of Rochester - Chris Birkett		PHONE:	DATE: April 9, 2015
STREET:		JOB NAME: Oak Knoll Rd & Hwy FF	
CITY, STATE AND ZIP CODE		JOB LOCATION:	
ARCHITECT N/A	DATE OF PLANS	FAX:	JOB PHONE:

The Wanasek Corp. is pleased to quote the following:

1) Oak Knoll Road Ditch

Perform work as per specification dated March 17, 2015.
 Total: \$18,800.00

2) Hwy FF and South State Street Sewer Main Repair

Perform work as per specification dated February 25, 2015.
 Total: \$6,650.00

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (THE WANASEK CORP) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID.

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:
Per the above quoted rates dollars (\$ **per the above quoted rates**).

Payment to be made as follows:

Net 30 days from invoice date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: John Wanasek

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

PROPOSAL



Reesmans Excavating & Grading Inc.

28815 Bushnell Road
Burlington, WI 53105
Phone: 262-539-2124
Fax:

Quote To: Village of Rochester
300 W. Spring Street
Rochester, WI 53167

Job Name: South State St. Sewer Repair
Date of Plans: 2-25-2015 RFP
Date of Proposal: 4-10-2015
Proposal Number: 14-129A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" Sanitary Sewer Repair-Offset Joint	1.00	L.S.	12,253.06	12,253.06
GRAND TOTAL					\$12,253.06

NOTES:

1. Repair located at southwest corner of County Highway F (West St) and S. State Street.
2. Proposal is based on repairing offset joint in clay main. Section of pipe to be removed and replaced with PVC SDR-35. PVC to Clay joint to be made using a Fernco Coupler.
3. Trench within County ROW to be backfilled with slurry. Includes asphalt patch of pavement.
4. Includes 4 hours with Vacuum Truck and mini excavator exposing numerous communication lines that lie over the sewer line. Communications lines may need to be exposed well beyond area of conflict to create slack allowing for access to the sewer line.

4.4.2015

RLP DIVERSIFIED INC.
207 FRONT STREET
BURLINGTON WI 53105
262-206-1297

Proposal to:

Village of Rochester WI

Hwy FF and South State street sewer main repair

Per specs provided By DPW Chris Birkett

Estimated cost for work to be performed \$19,385.00

**MEMORANDUM IN OPPOSITION TO CONDITIONAL APPROVAL OF RACINE COUNTY DRAINAGE
DISTRICT REQUEST FOR ANNUAL DRAWDOWN OF THE FOX RIVER IMPOUNDMENT**

Submitted To:

The Rochester Village Board

April 27, 2015

Submitted By:

Karen and Fred Koeller

Brent Hess

Patrick Goldammer

Bob and Joyce Wojciechowski

Jim and Joan Schneider

Adam and Kristy Lyman

Eric Ewald

Jared and Kara Geiger

INTRODUCTION

The purpose of this document is to communicate the desire of the public to oppose the permanent annual drawdown of the Fox River Impoundment.

OBJECTIVE

Our objective is to communicate the desire of the public regarding the proposed annual drawdown of the Fox River Impoundment from Oct 1 through March 1 each year. We are requesting the following actions from the Village of Rochester Board Trustees:

1. Request a motion opposing a permanent annual drawdown from October 1 to March 1 of each year, and emphasize the need for the Village to take a stance on record in opposition.
2. Request that the Rochester Village Board provide a letter to the Racine County Drainage District (RCDD), Racine County Public Works, and the WDNR in opposition to a permanent annual drawdown of the Fox River Impoundment from October 1 to March 1.
3. Request that the Rochester Village Board coordinate with residents in meeting with top representatives of the WDNR, State Representatives, and the RCDD to communicate resident's position, and seek additional resources for a more cooperative common ground so that all parties can utilize the river as a resource.

We trust that you will consider that this request is not only coming from this small group, but also consider this as representative of a greater number of Village residents.

BACKGROUND

The water levels of the Fox River Rochester Impoundment have historically been maintained and controlled by the RCDD with approval from the WDNR. In 2010 Alan Jasperson of the RCDD made a request that the Villages of Waterford and Rochester to support a permanent annual draw down from October 1 to March 1. Jasperson explained that the request was made to facilitate yearly maintenance and restoration projects. Jasperson also expressed, historical water levels and drainage had been achieved by a drawdown of Wind Lake, however, the residents of Wind Lake strongly opposed RCDD's practices, and through the efforts of opposition the drawdown was reduced from 2 feet to 6 inches. At that time, the Waterford Village Board did not feel the drawdown would positively or negatively impact the Village, and it was approved June 14, 2010, on the condition that reconsideration would be necessary if there was overwhelming opposition or negative feedback from Village residents. Beginning October 1, 2014, the RCDD with conditional approval of the WDNR aggressively lowered the water level in the Fox River Impoundment by approximately 3 feet, and has formally requested approval from the WDNR to continue doing so annually. The residents of both Rochester and Waterford received minimal notice prior to the drawdown and were unaware of the magnitude, which has resulted in a considerable amount of complaints and concerns.

STATE OF CURRENT AFFAIRS

We are sure the Village of Rochester views the Fox River as a vital part of the community. Residents have voiced their concerns about the aggressive drawdown to the RCDD, Racine County Public Works Department, State Legislatures, and the WDNR. The concerns range from loss of use, shoreline erosion, and the resulting effects to the fishery and ecosystem. After a review of all these concerns, the Village of Waterford board of trustees voted to send a letter to the WDNR and the Racine County Drainage District (RCDD) opposing the draw down, with a copy to the Village of Rochester. They also agreed to assist the citizens of the Village of Waterford in working with these individuals in finding a position in which all parties will have use of the Fox River.

SUPPORTING ISSUES:

ECONOMIC IMPACT TO THE VILLAGE

We believe that the Village of Rochester would agree that the Fox River has been the foundation of the community for many decades, personal and public histories and identities have developed around this body of water. These attachments are imbedded in the life fabric of many local citizens, and therefore when the waterway is drawn down, it generates an emotional response which has a direct negative financial impact on our community.

Future plans for tourism and obtaining a National River Trail designation would be greatly diminished with a permanent annual draw down.

Additionally, Real Racine is promoting Fox River water recreation in their newest publication.

Quality of life issues

- Many residents of Waterford & Rochester enjoy year round fishing, kayaking, canoeing, boating, and more in the Fox River. With the recent draw down, all such activities have been impossible to perform as this beautiful river resource was reduced to a small, shallow, unusable creek. Therefore, users and owners have almost no access to the river for almost one half of the entire year.
- Many residents purchased property along the river for the activities noted above, and permanently changing this resource has a drastic impact on property values and the quality of life that residents have chosen for their families.
- Many residents purchased property along the Fox River to enjoy the scenic beauty and viewing nature in its splendor, all of which is negatively impacted by a drawdown.

RCDD

- The RCDD claims that without a drawdown, retreating ice on the canal will pull topsoil from the farmer's fields, however there are many responsible practices that landowners

can and should apply to more naturally prevent erosion, including the elimination of farming up to the river bank, and the application of riparian buffers to contain erosion at points where these extremes are present.

- This year the waterway was drawn down from October 1 to March 1 to facilitate dredging. The RCDD did not submit their dredging plans to the WDNR in a timely manner and no dredging occurred. A drawdown to facilitate maintenance projects should require the guidance of a certified and professional consultant to ensure proper planning and to insure that the dredging is absolutely necessary. The RCDD has publically stated that all the dredging could be accomplished within a 45 day time period. It would appear, that this year's project lacked oversight, and subsequently this resource was taken from the public for almost 6 months.
- To avoid erosion along the canal that results in increased maintenance the RCDD has stated the need for a permanent annual drawdown beginning October 1 of each year. This claim is founded on the personal opinion of the RCDD from their visual observations. Many other waterways have engaged professional experts to assist in planning and executing their waterway maintenance plans. The RCDD has the responsibility to submit their waterway maintenance plan to the WDNR for approval, however it should be formed from professional advice.
- The Drainage District indicated that they have not dredged the canal since the 1950's and it is still operating. Their comments certainly establish precedence to support that it takes a substantial amount of time for sediment to build up in the canal. History would dictate that they should be able to drawdown the waterway, dredge, and be in good shape for the next 50 years. Dredging the canal is a temporary endeavor and the RCDD is requesting a permanent annual drawdown.
- During periods of heavy rain, owners of agricultural land on the canal pump water laden with debris and sediment directly into the canal. This practice can significantly contribute to sediment build-up within the canal. It is not clear if this violates any WDNR rules.
- The RCDD's practices also include a lack of formal communication as highlighted by the efforts the Village of Waterford has had to take to stay abreast of the district's projects and future management practices. In 2014, the Village of Waterford decided to reach out to the WDNR to request they be informed of any permitting requested by the RCDD. The Waterford Village Board was subsequently concerned about communications and the availability of public information regarding the RCDD's activities.

Environmental Concerns

- The impoundment is a thriving ecosystem. Birds of prey, Green herons, Sandhill Cranes, Eagles, turtles, frogs, mink, beaver, deer, Musky, Large Mouth Bass, Walleye, Northern Pike, Perch, Gills, Crappie, Drum, Catfish, Bluegill, Warmouth, Teal, Merganser, Bufflehead, Golden Eyes, Wood Ducks, Mallards, the list goes on. For an ecosystem to thrive to this extent, everything has to be in perfect order. Nature's hand is at work

here. Drawing down this waterway is singular in purpose, and puts more than undue stress on the ecosystem; it threatens to destroy it.

- When river levels are normal, the fish typically have the ability to seek out deeper water. In the areas impacted by the drawdown (between the dams), the deepest spot during the drawdown is 3' with many places less than 1'. During sustained periods of freezing temperatures, the fish are trapped and have a limited ability to go downstream. If they can retreat downstream, they cannot return due to the dam, and with a potential maximum frozen depth of less than 1', the likelihood of winter survival is greatly reduced.
- Migrating waterfowl use the canal extensively, as it is always the last in the area to freeze. During the drawdown, the vegetation that the ducks feed on dies due to low water levels. This year, migrating waterfowl did not stop in the canal and completely by-passed it. If a yearly drawdown is in place, it will change the migratory patterns of a considerable amount of waterfowl.
- Rapidly eroding banks on the river have been noted by a number of land owners. Where the soil is less dense, owners have seen erosion when the water level returns to a soil that is dry and loose. The erosion has caused exposed tree roots, trees falling into the river, and soil erosion that can be measured in feet, and not in inches each year. There is much concern that conservation areas are eroding away.

CONCLUSION

In addition to the quality of life and ecosystem concerns detailed above, there is strong public opposition to a permanent annual drawdown of this waterway. Approximately 100 people attended a meeting on March 23, 2015 at the Village of Waterford and were wholly in opposition of the RCDD's recent drawdown practices. The RCDD is currently seeking a permit for a permanent annual drawdown. However, the RCDD has not offered any engineering data other than their visual observations to support such a drastic measure.

PROPOSED RECOMMENDATION

With conclusions deliberated from the above information, we once again request the Village of Rochester Board to take the following actions

1. Request a motion opposing a permanent annual drawdown from October 1 to March 1 of each year, and emphasize the need for the Village to take a stance on record in opposition.
2. Request that the Rochester Village Board provide a letter to the Racine County Drainage District (RCDD), Racine County Public Works, and the WDNR in opposition to a permanent annual drawdown of the Fox River Impoundment from October 1 to March 1.
3. Request that the Rochester Village Board coordinate with residents in meeting with top representatives of the WDNR, Racine County, State Representatives, and the RCDD to

communicate resident's position, and seek additional resources for a more cooperative common ground so that all parties can utilize the river as a resource.

April 23, 2015

Leonard & Charlotte Winters

PO Box 507

Rochester, WI 53167

Dear Fellow Rochester Citizens:

Village of Rochester
Board of Trustees

This letter is to inform you that your Racine County Drainage District has proposed to draw down the Fox River, which runs through our village, from October first to March first, on a permanent and perpetual basis.

Due to the fact that we are property owners on the Fox River, not only in the Village of Rochester but also the Village of Waterford, we received the enclosed letter from Village of Waterford. This was quite a surprise and shock to us, as we were told (and led to believe), that the winter drainage of our river was going to stop three years ago. But, as we all know now, it has continued.....

The Village of Rochester has been advised via letter from the County Drainage District that they wish to make this a PERMANENT event. At last month's board meeting, there was a nominal discussion in regards to this issue; but, the citizens of Rochester had not received any notification from the Village of Rochester Board concerning this important issue.

A citizens group has been formed by Mr. Jim Schneider composed of residents who have grave concerns about the draw down, which currently impairs the ecology of the river, bird life, amphibian life, fish life and the quality of the water itself. Also, please take note that this project will have detrimental and very serious effects on current property values.

Be aware that the number of visitors who come to Rochester to enjoy our scenic river and parks could be drastically diminished by this action.

We would greatly appreciate your attendance at the upcoming Village Board meeting on Monday, April 27th at 6:30pm at the Rochester Village Municipal Building.

The Board itself has no authority to stop the Racine County Drainage District's proposed project, but they CAN submit official letters to the RCDD and the Wisconsin Department of Natural Resources and the Wisconsin State Legislature stating they do NOT support this scheme and, in fact, they oppose it (as has the Village of Waterford).

We strongly encourage you to take the time out of your busy schedules so that we, the citizens of Rochester, may save our river. Please come raise your voice!

Sincerely,

Leonard & Charlotte Winters

WATERFORD VILLAGE

Village of Waterford
123 North River Street
Waterford WI, 53185

March 4, 2015

Dear Riparian Owner and Other Interested Parties:

The Racine County Drainage District has applied for two permits that may result in a permanent annual draw down of the Fox River from October 1 to March 1, resulting in lower water levels similar to the current water level. Many of you have expressed concerns that the cumulative effects of the activities proposed in the requested permits may have a significant negative impact on property values and the water as a valuable resource in the future.

Due to the volume of concerns we have received in the past few months, the Village has requested that the DNR conduct a meeting to educate the public about the permits requested and explain how to provide input prior to the DNR making decisions on the permits. The Village of Waterford has no authority to approve or deny the permits. The Village Board is advocating for greater public involvement on this issue to help ensure your concerns are addressed.

As a riparian owner and interested party, the Village encourages you to attend this meeting to learn about the impact of the permits on your property, its value, and your enjoyment of the river. You are encouraged to bring written questions and concerns to the meeting. This may be your only opportunity for input to the decision-making process prior to the DNR completing their review of the permit.

**Public Informational Meeting
Racine County Farm Drainage District Permits Impacting the Fox River**

Monday, March 23 at 5:30 p.m. – 6:30 p.m.
Waterford Village Hall
123 N. River Street, Waterford

Representatives from the DNR, the Racine County Drainage District and Racine County Public Works will be present to provide a brief overview of the permits requested and to respond to questions.

If you have questions regarding the meeting, please contact Village Administrator, Rebecca Ewald, at rewald@waterfordwi.org or 262-534-7912.

Sincerely,



Thomas E. Roanhouse
Village President

PLEASE NOTE: The Waterford Post published a date for this informational meeting that has since changed. The correct date is Monday, March 23 from 5:30 – 6:30 p.m. Please visit the Village website <http://www.waterfordwi.org/381/Racine-County-Drainage-District> for additional information.

April 21, 2015

Village of Rochester
Rochester, Wisconsin

We are pleased to confirm our understanding of the services we are to provide the Village of Rochester for the years ended December 31, 2015, 2016, and 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the Village of Rochester as of and for the years ended December 31, 2015, 2016, and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village of Rochester's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Rochester's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis (if presented)

In addition, we will also provide the following information that will not be subject to the auditing procedures applied in our audit of the financial statements.

Compilation of Department of Revenue Financial Report Form

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we will decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Rochester and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Rochester’s compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees and Other

Our fee, excluding mileage, for these services will be as follows:

	<u>2015</u>	<u>2016</u>	<u>2017</u>
Financial Audit – Village, Sewer Utility, and Stormwater	\$ 7,600	\$ 7,800	\$ 8,000
State Financial Report Form	400	400	400
	<u>\$ 8,000</u>	<u>\$ 8,200</u>	<u>\$ 8,400</u>

The above fee is based on the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Village of Rochester and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



James R. Frechette
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the Village of Rochester.

By: _____

Title: _____

Date: _____