

CITY OF VERONA

PUBLIC WORKS/SEWER & WATER COMMITTEE AGENDA

MONDAY, APRIL 24, 2023

5:15 P.M.

VERONA CITY CENTER, ROOM D122

111 LINCOLN STREET

VERONA, WI 53593

Agenda Items

1. Call to order.
2. Roll call.
3. Approval of the minutes of the April 14, 2023 meeting of the Public Works/Sewer and Water Committee.
4. Discussion and action regarding Temporary Limited Easement with Madison Metropolitan Sewerage District for Pumping Station 17.
5. Discussion and action regarding Agreement with Purple Cow Organics for recycling contract.
6. Adjourn.

Evan Touchett
Chairperson

Notice is hereby given that a majority of the City Council may be present at the meeting of the Public Works/Sewer & Water Committee to gather information about a subject over which they have decision-making responsibility.

POSTED: Verona City Hall
 Verona Library
 Miller's Market

ALL AGENDAS ARE POSTED ON THE CITY'S WEBSITE AT www.ci.verona.wi.us

IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMMODATION TO ACCESS THE MEETINGS, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.

CITY OF VERONA

MINUTES

PUBLIC WORKS/SEWER & WATER COMMITTEE

MONDAY, APRIL 10, 2023

1. The meeting was called to order by Mr. Touchett at 5:17pm.
2. Roll Call: Present: Evan Touchett, Rye Kimmett. Mara Helmke entered at 5:25pm. Also present: Theran Jacobson, Director of Public Works; Carla Fischer, City Engineer, AECOM.
3. MOVED by Touchett, seconded by Kimmett, to approve the minutes of the March 27, 2023, meeting of the Public Works/Sewer and Water Committee. Motion carried 2-0.
4. MOVED by Touchett, seconded by Kimmett, to recommend approval of the Memorandum of Understanding between Madison Metropolitan Sewerage District and City of Verona regarding Project ID 2022-108 Badger Mill Creek Path Extension – Phase 2. Motion carried 2-0.
5. MOVED by Touchett, seconded by Kimmett, to recommend approval of Project 2023-102, Verona Pavement Surface Treatment Project in an amount not to exceed \$176,830.00. Motion carried 3-0.
6. MOVED by Touchett, seconded by Helmke, to recommend approval of offer to purchase for lands necessary on Parcel 8 for Transportation Project Plat 286-2022-119 under Project ID 2022-119, CTH PD. Committee did not go into closed session. Motion carried 3-0.
7. MOVED by Touchett, seconded by Helmke, to adjourn at 5:29pm. Motion carried 3-0.

Note: These minutes were prepared by Theran Jacobson, Director of Public Works. These minutes are based on the notes of the recorder and are subject to change at a subsequent meeting.

Public Works/Sewer & Water Committee

Listed below is an explanation of the items on the Public Works/Sewer & Water Committee agenda.

Item (4) Temporary Limited Easement with Madison Metropolitan Sewerage District for Pumping Station 17.

The Madison Metropolitan Sewerage District (District) is in the design stages with construction in the near term for two projects regarding the regional pumping station 17 in the City of Verona:

1. Pumping Station 17 Force Main Relief – Phase 2 and
2. Pumping Station 17 improvements

The District requested a temporary limited easement (TLE) back in late winter of 2022 for construction staging. The TLE would be on lands that are owned by the City on the grounds of the Public Works Facility. Construction is anticipated to start in 2024. The TLE will expire in December of 2026.

During the eastside interceptor project the City granted easements to the District at no cost to reduce project costs and benefit the rate payers which has a benefit for the City of Verona.

The agreement has been reviewed by third party legal counsel.

Item (5) Agreement with Purple Cow Organics for recycling contract.

Purple Cow Organics (PCO) has recycled the City of Verona yard waste, brush, and leaves since 2015. The service has been a great benefit for both parties. The current contract expires at the end of 2023. The contract will start in 2024 and run through 2028. Each year PCO recycles the material in late spring and early fall. The fixed fee in 2024 is \$26,040.46 and increases approximately three percent each year.

TEMPORARY LIMITED EASEMENT AGREEMENT

THIS TEMPORARY LIMITED EASEMENT AGREEMENT (this “Agreement”) dated this _____ day of _____, 20__ (the “Agreement Date”) is entered into by and between City of Verona, a Wisconsin municipal corporation (“Property Owner”) and Madison Metropolitan Sewerage District, a Wisconsin metropolitan sewerage district (the “District”).

For good and valuable consideration, the receipt whereof is hereby acknowledged, Property Owner and the District agree as follows:

1. Temporary Construction Easement. Property Owner being the owner of the property described as Lot 1 of Certified Survey Map No. 9778 which is partially depicted on Exhibit A (the “Property”), hereby does grant, set over and convey to the District a temporary easement for construction purposes as described herein (the “Temporary Construction Easement”) on the portion of the Property depicted on Exhibit A that is marked with cross hatches, which is the “Temporary Easement Area” subject to the terms of this Agreement. The Temporary Construction Easement granted pursuant to this Agreement shall terminate (a) one (1) year from the date the District’s Commission accepts the work associated with Pumping Station 17 Firm Capacity Improvements project, (b) upon the recording of a Release of Temporary Construction Easement, or (c) December 31st, 2026, whichever occurs first.
2. District’s Use of the Temporary Easement Area. The District’s use of the Temporary Easement Area shall be limited to transporting construction equipment, staging and storage of material, equipment, and vehicles known as the “Staging Activities” for the purpose of the Pumping Station 17 Firm Capacity Improvements project. No grades changes are allowed to occur within the Temporary Easement Area. The Temporary Easement Area may be accessed and used for the Staging Activities by the District, its employees, consultants, contractors, agents, and guests. Access to the Temporary Easement Area shall occur over and through the District’s property identified as Lot 2 of CSM 8468 on Exhibit A. Temporary Easement Area shall be fenced around its west, south, and east sides during its use for Staging Activities. Existing trees contained in that parcel are to be protected from impacts of Staging Activities with a perimeter fence. Following any construction-related activity by the District in the Temporary Easement Area, the District shall restore, as best as practicable, the Temporary Easement Area to pre-project conditions or better.
3. The District shall provide Contractor’s proof of insurance if the City requests the documentation.

RETURN TO:
Madison Metropolitan Sewerage District
Attn: Director of Engineering
1610 Moorland Road
Madison, WI 53713-3398

P.I.N.
286/0608-223-9400-2

10. Re-Recording. The District has the right to unilaterally record or re-record this Agreement or notice of this Agreement with the Dane County Register of Deeds.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the date last signed below.

CITY OF VERONA,
a Wisconsin municipal corporation

By _____
Print Name _____
Title _____

Date: _____, 20____.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 20____, the above-named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, State of Wisconsin
My Commission expires: _____
(SEAL)

Description:

Part of Lot 1 of CSM 9778, located in the Southwest Quarter of the Southwest Quarter of Section 22, Town 6 North, Range 8 East, City of Verona, Dane County, Wisconsin, more particularly described as follows:

Beginning at the Southeast corner of Lot 2, CSM 8468; thence South 0° West, 15 feet, more or less; thence South 90° West, 50.6 feet, more or less; thence South 30° West, 52 feet more or less; thence South 90° West, 83.4 feet, more or less; thence North 0° East, 60 feet, more or less, to the southerly line of said Lot 2 of CSM 8468; thence North 90° East, along said southerly line, 160 feet, more or less, to the point of beginning.

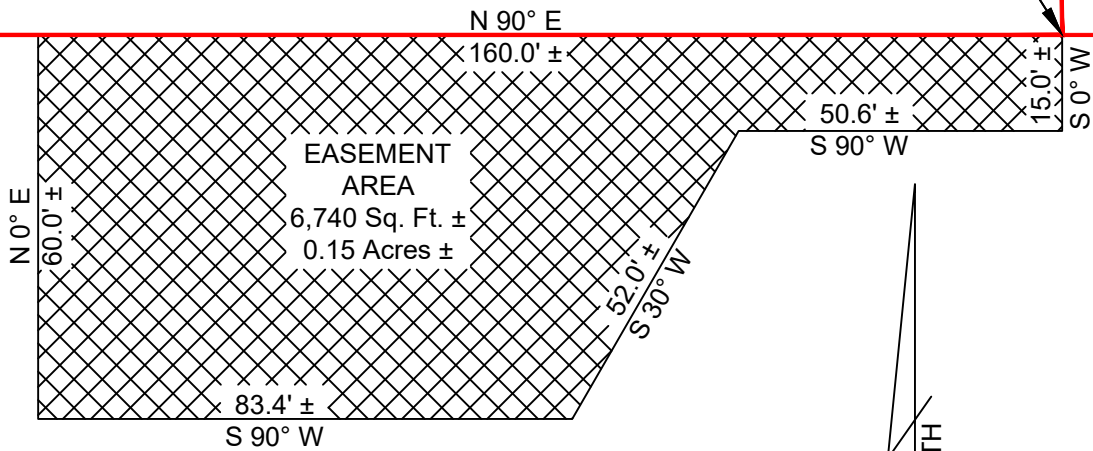
The described area contains approximately 6,740 square feet.

LOT 1, CSM 8468
(CITY OF VERONA)

LOT 2, CSM 8468
(MMSD PUMP STATION #17)

BRUCE STREET

POINT OF BEGINNING



LOT 1, CSM 9778
(CITY OF VERONA)



EASEMENT EXHIBIT A

SERVICE AGREEMENT BETWEEN THE CITY OF VERONA AND PURPLE COW ORGANICS, LLC

Term of Agreement: January 1, 2024 – December 31, 2028

Purple Cow Organics (PCO) will receive and process 100% of the City of Verona's yard and brush residuals during the term listed above. The City of Verona will provide the drop-off area where the waste haulers can haul the brush and yard materials. PCO will process the material at that location. This location is currently 2159 Range Trail Verona WI 53593. This site may change and be at a different location within the City of Verona.

Materials are to be generally free of contaminants such as plastic, rock, metals and paper. PCO reserves the right to reject a load that is deemed contaminated by foreign debris. Photos are to be provided in the event of this happening.

Once material is received on site it becomes the property of PCO. The City of Verona understands that it is responsible for the delivery of the materials to the agreed upon drop off site.

Consideration:

All Materials including yard residuals, brush and mixed loads of brush and yard residuals, will be billed at an annual fixed fee as outlined below:

2024 - \$26,040.46
2025 - \$26,821.67
2026 - \$27,626.32
2027 - \$28,455.10
2028 - \$29,308.75

All invoices are net 30 days.

PCO will conduct all composting operations in compliance with all applicable regulations, local, state and federal in such a manner as to protect the safety, health and welfare of the public and its employees.

Indemnification:

PCO agrees to indemnify the City of Verona for any acts of PCO for malfeasance or negligence which result in claims/actions or lawsuits against the City. The City agrees to indemnify PCO for

any acts of the City, for malfeasance or negligence which result in claims/actions or lawsuits against PCO. Both parties agree to pay all of their own costs and expenses to defend against said claims/actions or lawsuits including attorney's fees.

City Representative for this contract to be: Theran Jacobson, Director of Public Works
PCO Representative for contract related to be: Jerod Reuter, COO

In witness whereof, of the parties have caused this agreement to be properly executed, as of the day and year written below:

ACKNOWLEDGED and ACCEPTED:

CITY OF VERONA

PURPLE COW ORGANICS

Jerod Reuter, COO

Date: _____

Date: _____