



AGENDA
City of Milton
Common Council Meeting
Tuesday, September 20, 2016
7:00 PM
MILTON CITY HALL
Council Chambers, 710 S. Janesville Street

- 1. Call to Order and Confirmation of Appropriate Meeting Notice.**
- 2. Approval of Agenda**
- 3. Public comments regarding items which can be affected by Council Action**
Presenters must sign in with the City Clerk in order to speak.
- 4. Approval of the Consent Agenda**

4.a. Approval of Common Council Minutes – September 6, 2016.

Documents:

[09-06-2016 Common Council Minutes.pdf](#)

4.b. Approve Personnel & Finance Committee Minutes – July 19, 2016.

Documents:

[07-19-2016 Personnel and Finance Committee Minutes.pdf](#)

4.c. Parks & Recreation Commission Item: Approve the proposed 2017 CVMIC Grant for 50% matching up to \$5,000 to ADA accessibility improvements at Tower Hill Park and South Goodrich Park and approve the use of up to \$5,000 of the Park Improvement Fund.

Documents:

[Memo - 2017 Accessible Upgrades at S Goodrich.pdf](#)

4.d. Personnel & Finance Committee Item: Approve Operator Licenses as Presented.

Documents:

[Memo - New Operator Licenses.pdf](#)

4.e. Personnel & Finance Committee Item: Deny the claim submitted by William and Catrina Schoen, 1015 W. Madison Avenue.

Documents:

[Memo - Claim Against the City - Schoen.pdf](#)
[William and Catrina Schoen - Claim Against the City.pdf](#)
[Picture 1 - 1015 W Madison Ave.pdf](#)
[Picture 2 - 1015 W Madison Ave.pdf](#)
[CVMIC Response.pdf](#)
[Section 6.13.pdf](#)
[Section 6.20.pdf](#)

4.f. Approve Public Safety Committee Minutes – August 16, 2016.

Documents:

[08-16-2016 Public Safety Committee Minutes.pdf](#)

5. Discussion and Possible Action on Ordinance 2016-422: An Ordinance Amending Section 2-141 (Board of Review), Repealing Sections 2-291 to 2-296 (Emergency Medical Services Commission), Amending Section 2-322 (Parks and Recreation Commission), Amending Section 2-352 (Tourism Development Committee), Amending Section 2-374 (Community Development Authority), And Repealing Sections 2-381 to 2-388 (Economic Development Committee) of the Code of Ordinances of the City of Milton.

Documents:

[OrdinanceAmend Sec. 2-241 BdReview REVISIONS 9-16-16.pdf](#)

6. Discussion and Possible Action on MABAS Resolution 2016-30.

Documents:

[MABAS Resolution Letter August 2016 City of Milton.pdf](#)
[Resolution 2016-30 - ADDENDUM C TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT.pdf](#)

7. Discussion and Possible Action on Resolution 2016-31 Authorizing the Submittal of a 2017 Urban Forestry Grant from the Wisconsin Department of Natural Resources.

Documents:

[2017 Urban Forestry Grant Memo.pdf](#)
[Resolution 2016-31 - Urban Forestry Grant Application.pdf](#)

8. Discussion and Possible Action Regarding Budget Meeting Calendar.

Documents:

[Potential Budget Schedule.pdf](#)

9. General Items

10. Next Meeting – Tuesday, October 4, 2016 at 7:00 p.m.

11. Team Building Exercise.

12. Mayor and Alderperson Reports

13. Staff Reports

- 14. City Administrator**
- 15. Chief of the Joint Fire Department**
- 16. Chief of the Police Department**
- 17. City Clerk/Deputy Treasurer**
- 18. Director of Public Works**
- 19. Director of the Library**
- 20. Finance Director**
- 21. Motion to Adjourn**

**Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 868-6900, 710 S. Janesville Street, Milton, WI 53563.

Posted by Elena Hilby on September 16, 2016 at Dave's Ace Hardware, Piggly Wiggly, Milton City Hall.

Common Council Mission Statement: With integrity and involved citizens, the City of Milton Common Council will strive to preserve a high quality of life, meet the public's needs with cost effective services, and foster a community in which people are proud to live.

City of Milton Common Council Minutes

9/6/2016 - Minutes

1. Call to Order and Confirmation of Appropriate Meeting Notice.

Mayor Welch called the September 6, 2016 Common Council meeting to order at approximately 7:00 p.m. City Clerk/Deputy Treasurer Hilby confirmed the appropriate meeting notices were posted.

Present: Mayor Anissa Welch, Ald. Dave Adams, Ald. Jeremy Zajac, Ald. Maxine Striegl, Ald. Ryan Holbrook, Ald. Nancy Lader, and Ald. Lynda Clark.

Also Present: City Administrator Al Hulick, Finance Director Dan Nelson, Director of Public Works Howard Robinson, City Attorney Mark Schroeder, Library Director Lisa Brooks, Police Chief Scott Marquardt, Fire Chief Loren Lippincott, and City Clerk/Deputy Treasurer Elena Hilby.

2. Approval of Agenda

Ald. Clark moved to approve the agenda. Ald. Holbrook seconded, and the motion carried.

3. Presentations

3.a. Presentation By The YMCA Regarding their Scholarship Program.

Tom Den Boer of the YMCA presented about their Scholarship Program.

3.b. Presentation By The Milton School District Regarding The Proposed Referendum.

Tim Schigur of the Milton School Board presented about the proposed referendum.

3.c. Presentation By The Citizen's Commission on School District Facilities Regarding The Proposed Referendum. (No more than 15 minutes)

Brian Kwapel Kvapil of The Citizens Commission on School District Facilities presented about the proposed referendum.

4. Public comments regarding items which can be affected by Council Action

Mayor Welch welcomed those in attendance and asked if there were any registered speakers. The following residents spoke during public comments:

- Jeff Adee of 1162 E. High Street spoke.
- Barry Brandt of 5205 N Old Orchard Drive, Janesville spoke.
- Jesse Ehret of 1015 Sue Lane, Milton spoke.
- Jerry Schuetz of 659 Wildfire Lane, Milton spoke.

5. Approval of the Consent Agenda

Ald. Striegl moved to approve the consent agenda. Ald. Clark seconded, and the motion carried.

5.a. Approval of Common Council Minutes – August 16, 2016.

5.b. Approval of Minutes - Plan Commission – August 2, 2016.

5.c. Approval of Minutes - Public Works Committee Minutes – August 2, 2016.

6. Public Hearing on Special Assessments for Curb and Gutter Replacement Scheduled on the Chicago Street Project.

DPW Director Robinson reviewed this item.

Mayor Welch opened the public hearing at 8:15 p.m. There were no speakers.

Mayor Welch closed the public hearing at 8:15 p.m.

7. Discussion and Possible Action on the Levying of Special Assessments for Curb and Gutter Replacement on the Chicago Street Project.

Ald. Clark moved assess for the curb and gutter based on the city ordinance and past practice and approve the Final Public Works Resolution 2016-29. Ald. Striegl seconded, and the motion carried unanimously.

8. Discussion and Possible Action on Ordinance 2016-422: An Ordinance Amending Section 2-141 (Board of Review), Repealing Sections 2-291 to 2-296 (Emergency Medical Services Commission), Amending Section 2-322 (Parks and Recreation Commission), Amending Section 2-352 (Tourism Development Committee), Amending Section 2-374 (Community Development Authority), And Repealing Sections 2-381 to 2-388 (Economic Development Committee of the Code of Ordinances of the City of Milton).

Administrator Hulick reviewed this item with the City Council.

Ald. Clark moved to revise Section 2-352 to add the Executive Director of the Milton House as a member of the Tourism Development Committee as a voting member to the Tourism Committee and approve the second reading of Ordinance 2016-422 as revised. Ald. Holbrook seconded, and the motion carried unanimously.

9. Discussion and Possible Action on Ordinance 424: An Ordinance Amending Section 78-1966 of the Code of Ordinances of the City of Milton Concerning Political Message Signs.

Ald. Holbrook moved to waive the second and third readings and adopt Ordinance 424. Ald. Clark seconded, and the motion carried unanimously.

10. Discussion, and Possible Action on Ordinance #2016-425 Creating Section 78-316(14) of the Code of Ordinances of the City of Milton Establishing Standards for Single-Family Dwellings.

The following residents spoke on this item:

- Eric Horswill of 177 Buten Street.
- Dale Blaser of 138 Buten Street.
- Derek Leckwee of 170 Buten Street.
- Danielle Anderson of N745 Waubsunsee Trail, Fort Atkinson.

Ald. Zajac moved to waive the second and third readings and adopt Ordinance 425. Ald. Adams seconded, and the motion carried unanimously.

11. Discussion and Possible Action Regarding Wage Adjustment for Crossing Guards.

Ald. Clark moved to approve the wage adjustment for crossing guards. Ald. Adams seconded, and the motion carried unanimously.

12. Discussion and Possible Action on the Rezoning of Land Located at 1115 E. High Street to M2-PUD.

No action was taken on this item at this time.

13. Discussion and Possible Action on Resolution 2016-28 Regarding The State Transportation Funding Concerns #JustFixItWI

Ald. Clark moved to approve Resolution 2016-28 Regarding the State Transportation Funding Concerns #JustFixItWI. Ald. Holbrook seconded, and the motion carried unanimously.

14. General Items

15. Next Meeting – Tuesday, September 20, 2016 at 7:00 p.m.

16. Team Building Exercise.

17. Mayor and Alderperson Reports

Ald. Clark

- Welcomed Jake back from his vacation.

Ald. Holbrook

- Historic Preservation Committee Report: A plaque was given to the Masons and three more will be given out tomorrow.

18. Staff Reports

19. City Administrator

- Thanked Chief Lippincott for his years of service to the city.

20. Chief of the Joint Fire Department

21. Chief of the Police Department

- Expressed appreciation for the fundraiser conducted by the Red Hat Ladies club.

22. City Clerk/Deputy Treasurer

- Stated that all cities in Rock County agreed on some extended ours for absentee voting so there would be consistency throughout the county.

23. Director of Public Works

24. Director of the Library

25. Finance Director

- Announced that First Community Bank and Bank of Milton will be presented plaques for their part in saving the city money during the last refinancing process.

26. CLOSED SESSION: Consideration of a motion to convene into closed session pursuant to Wisconsin Statute Section 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Re: City Administrator contract.

Ald. Striegl moved to go into closed session pursuant to Wisconsin Statute Section 19.85(1)(c) Considering

employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercised responsibility regarding the City Administrator contract at 9:11p.m. Ald. Clark seconded and the motion carried unanimously.

27. Reconvene into open session for possible action(s) on City Administrator contract.

Ald. Name motioned to reconvene into open session at 9:32 p.m. Ald. Clark seconded, and the motion carried 6-0.

Ald. Clark motioned to renew the contract of the city administrator as presented with the following modifications:

- Deleting paragraph 20 which addressed probationary period.
- The first sentence of paragraph 17 should read "The term of said agreement shall be for two years from the starting date and will renew automatically for two-year terms unless 6 months written notice from the end of the contract has been given."

Ald. Holbrook seconded, and the motion carried 6-0.

28. Motion to Adjourn

Ald. Striegl moved to adjourn the meeting of the Common Council at approximately 9:40 p.m. Ald. Lader seconded and the motion carried 6-0.

Respectfully submitted,
Elena Hilby
City Clerk

City of Milton
Personnel and Finance Committee Minutes

7/19/2016 - Minutes

1. Call to Order

Ald. Dave Adams called the July 19, 2016 meeting of the Personnel & Finance Committee to order at approximately 6:31 p.m.

Present: Ald. Dave Adams, Ald. Nancy Lader, and Ald. Maxine Striegl.

Also Present: City Administrator Al Hulick, Finance Director Dan Nelson, Police Chief Scott Marquardt, and City Clerk/Deputy Treasurer Elena Hilby.

2. Approval of Agenda

Ald. Striegl moved to approve the agenda. Ald. Lader seconded, and the motion carried.

3. Approval of Minutes - Personnel & Finance Committee Minutes – June 21, 2016.

Ald. Striegl moved to approve the minutes. Ald. Adams seconded, and the motion carried.

4. Discussion and Possible Action to Approve Operator's Licenses.

Ald. Striegl moved to recommend to the Common Council to approve the operator license as presented.

Ald. Lader seconded, and the motion carried.

5. Discussion and Possible Action Regarding Treasurer's Report – June 2016.

Finance Director Nelson reviewed the report. Ald. Lader moved to accept the Treasurer's Report. Ald. Striegl seconded, and the motion carried.

6. General Items

7. Next Meeting Date – Tuesday, August 16, 2016 at 6:30 p.m.

8. Motion to Adjourn

Ald. Striegl moved to adjourn the meeting of the Personnel & Finance Committee at 6:36 p.m. Ald. Lader seconded, and the motion carried.

Respectfully submitted,
Elena Hilby
City Clerk



Office of the City Administrator

To: Parks and Recreation Commission, Mayor Welch, Common Council Members
From: Howard Robinson, Director Public Works
Date: September 19, 2016
Subject: Discussion and possible action on the proposed 2017 CVMIC Grant for 50% matching up to \$5,000 to ADA accessibility improvements at Tower Hill Park and South Goodrich Park and approve the use of up to \$5,000 of the Park Improvement Fund

Summary: The city has been approved for a safety grant from our insurance company, CVMIC. This is a matching grant of up to \$5,000.

Background: We have been approved for Title II ADA (accessibility) upgrades to Tower Hill Park and S. Goodrich Park. The grant will pay for a part of the engineered wood chips for the playground at Tower Hill Park and also would allow us to make improvements to the two bathrooms at S. Goodrich Park. We are planning on resurfacing the bathroom and kitchen floors at S. Goodrich Park and, if possible, making them into family restrooms. We will do this if we have enough required toilet fixtures for the park after the remodel. The State of Wisconsin Building Division is researching an answer for us concerning how many toilet facilities we are required to have for this facility.

We are requesting to use funds from the Park Improvement Fund to pay for our portion of the grant. The cost would not exceed \$5,000 from the fund.

Recommendation: The City Administration recommends the Parks & Recreation Commission and City Council approve the proposed 2017 CVMIC Grant for 50% matching up to \$5,000 to ADA accessibility improvements at Tower Hill Park and South Goodrich Park and approve the use of up to \$5,000 of the Park Improvement Fund.



Office of the City Clerk

To: City of Milton Common Council
From: Elena Hilby, City Clerk/Deputy Treasurer
Date: September 20, 2016
Subject: Discussion and Possible Action to Approve Operator Licenses.

Discussion

The following operator license applications have been received in the Clerk's Office. A successful background check has been completed and Staff recommends approval of these licenses. A New Operator License will be issued to the following individuals:

- Mustufa Kahn
- Amanda Boyle
- Ashton Stair
- Madeline Clarke
- Keely Hoard
- Elizabeth Vander Kooi
- Alexis Ruchti
- Cheryl Briggs
- Michael Lou
- Roberta Combs
- Wendy Eidman
- David Webb
- Kristine Boyle
- Sheila Flood
- Eric Will
-

Staff Recommendation

To recommend to approve the operator licenses as presented.

Attachments

None.



Office of the City Administrator

To: City of Milton Personnel & Finance Committee
From: Inga Cushman, Assistant to the City Administrator
Date: September 20, 2016
Subject: Discussion and Possible Action Regarding a claim against the City of Milton from William and Catrina Schoen, 1015 W. Madison Avenue

Summary

The City of Milton received a claim from William and Catrina Schoen, 1015 W. Madison Avenue, for a sewer backup resulting from G.M.S. Excavators, Inc. breaking the private lateral sewer line for their residence. The City of Milton does not locate private utility lines. It is the recommendation of the City of Milton's insurance company, CVMIC, to deny the claim. Sewer backup claims are not covered under the City's insurance policy.

In the contract with G.M.S. Excavators, Inc. in Section 6.13 Safety and Protection it states, "Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:...3) other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of construction."

In addition, the Indemnification clause states, "To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable."

Recommendation

To deny the claim submitted by William and Catrina Schoen, 1015 W. Madison Avenue.



Attachments

- CVMIC Response
- Contract Sections:
 - Section 6.20: Indemnification
 - Section 6.13: Safety and Protection
- Picture 1 – 1015 W. Madison Avenue
- Picture 2 – 1015 W. Madison Avenue
- William & Catrina Schoen – Claim Against the City

To the attention of Milton City Council members:

Our home, at 1015 West Madison Ave, experienced a sewer backup in our basement, on Wednesday, August 17th, due to G.M.S contractors breaking a sewer line, located in the road, while replacing water lines, as hired by the City of Milton. Below is a narration of events, beginning when the sewer backup was noticed in our home.

Wednesday August 17th

6:23pm

Our daughter noticed water in our basement and texted to let us know. We arrived home around 7pm and proceeded to call plumbers to service our home. At approximately, 9pm Right Choice Rooter Service arrived and started rodding the sewer line and finds the line to be unpassable and possibly broken about 90 feet out. He explains it is contaminated sewer water and to stay away from the area until it is cleaned. We are not able to use our water/sewer service since the discovery of 1 1/2 inches to 2 inches of sewer wastewater in our basement at 6:23 pm.

11:00pm.

I, Catrina Schoen, leave message on City Hall answering machine that a sewer back up has happened in our home. (All subsequent "I"'s refer to Catrina Schoen in this document.)

Thursday August 18th

7:00 am

Howie from the City of Water Works department is turning on our outside water spicket, which then I proceed outside and speak with him. I explained there is sewer waste backup in our basement and also tell Howie the plumbers findings. Howie states that he needs a plumber with a camera to see where the break is before they can dig anything up. I also explain that we have not been able to use our bathroom since the night before and he states it's okay to flush once in a while and just don't do dishes or shower. I explain that when one flushes, toilet paper comes up out of the drain in the basement and we won't be using our bathroom until the sewer is fixed!

12:00pm The plumber's that Howie called arrive with the camera equipment.

12:30pm Plumbers state that the break is about 90 feet out into the street and the broken pipe is 7 feet 11 inches down into the ground. Plumbers state that the end of the camera has mud on it and that this is a city issue, not our sewer issue.

1:30pm

Mike and Howie from city of Milton water works department, say the excavators broke the sewer line when installing water pipes. Howie states Mike Shumaker of G.M.S Excavators is responsible for any damages and that the city will not take care of damages, and that is why the city hires insured contractors.

2:15pm

Mike Shumaker gives Catrina a business card and says he will call his insurance (West Bend) and get back to us. Mr. Shumaker calls Servpro to clean up sewage from our basement.

3:15-5:30pm

Servpro arrives and begins to bag and remove sewage contaminated items from our basement to our driveway. They use a chemical, Sporidicin, to decontaminate our basement and place multiple drying/ventilation fans and dehumidifier.

4:30pm Sewer service is finally restored. We may use our bathrooms after 22 hours of interrupted service.

Friday August 19th

I call West Bend insurance to check on arrival of an insurance adjuster. They state it wouldn't be before Wednesday or Thursday of the following week. They instruct me to take pictures, itemize and find replacement cost of all damaged items.

Saturday, August 20th

8:00 am

Servpro removed fans and dehumidifier.

Monday August 22nd

8:00 am

Servpro removes all contaminated items from our driveway and disposes of.

Wednesday, August 24th

9:10 am

I call West Bend insurance as I had not heard from them. They call back momentarily, and Kari states that their insured is not liable due to the City of Milton not marking sewer lines, therefore GMS would not know they were there to avoid them.

11:25 am

I attempt to call Howie, who is not available and was told to call Don of the water works department. I explain to Don about damages to our home and he directs me to call Elena at city hall. Elena explains I need a written document of what happened and damages.

We, William and Catrina Schoen, are asking for reimbursement of items contaminated from sewer waste backup, replacement of wall studs on one wall, carpet, wages for one day, plumber fee from Right Choice Rooter from the night of August 17th, excessive energy use for the time frame the Servpro dryers were used, as calculated by Alliant Energy, and all charges incurred from Servpro. If mold develops in the contaminated area in the next 6 months, we request the city pay for removal and clean up.

Thank you for your timely attention to this matter,
William and Catrina Schoen
1015 West Madison Avenue
Milton, WI 53563
608-289-0059

Damage Estimate

Tuesday, August 30, 2016 9:40 PM

Personal Belongings \$3466.40 We will provide an itemized list if requested.

Replace wall studs, plywood and carpet \$543.00

Right Choice Rooter \$150.00 We paid in full at time of service.

Lost wages-Catrina \$221.10

Total as of late: \$4,380.50

Alliant Energy not yet determined

Servpro- \$2,204.75 This service has not been paid for.



Servpro of Rock County

1506 Center Ave
Janesville, WI 53546

PH: (608) 754-7202
FX: (608) 563-5061

Client: GMS Excavators
Property: 1015 W. Madison
Milton, WI

Operator: MIKEK

Estimator: Mike Keblusek
Business: 1506 Center Ave
Janesville, WI 53546

Business: (608) 754-7202

Type of Estimate: Water Damage
Date Entered: 8/22/2016 Date Assigned: 8/17/2016
Date Est. Completed: Date Job Completed: 8/20/2016

Price List: WIMA8X_AUG16
Labor Efficiency: Restoration/Service/Remodel
Estimate: GMS_EXCAVATORS_WTR



Servpro of Rock County

1506 Center Ave
Janesville, WI 53546

PH: (608) 754-7202
FX: (608) 563-5061

GMS_EXCAVATORS_WTR

Main Level

Basement	Height: 8'
DESCRIPTION	QTY
1. Content Manipulation charge - per hour <i>Three hours to remove all unsalvageable contents from basement, and sanitize all salvageable contents in affected area</i>	3.00 HR
2. Water extraction from hard surface floor - Cat 3 water	605.00 SF
3. Apply anti-microbial agent	605.00 SF
4. Clean the floor with pressure steam	605.00 SF
5. Clean stud wall	20.00 SF
6. Washing machine - Remove & reset	1.00 EA
7. Dryer - Remove & reset	1.00 EA
8. Air mover (per 24 hour period) - No monitoring <i>Six axial air movers for three days</i>	18.00 EA
9. Dehumidifier (per 24 hour period) - XLarge - No monitoring	3.00 EA

Stairs	Height: 15' 6"
Subroom: Stairs1 (1)	Height: 8'
DESCRIPTION	QTY
10. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	64.36 SF

Miscellaneous	
DESCRIPTION	QTY
11. Equipment setup, take down, and monitoring (hourly charge) <i>Three hours to set up, monitor and remove all drying equipment</i>	3.00 HR
12. Equipment decontamination charge - per piece of equipment	3.00 EA

Grand Total

2,204.75

Mike Keblusek



Servpro of Rock County

1506 Center Ave
Janesville, WI 53546

PH: (608) 754-7202
FX: (608) 563-5061

Grand Total Areas:

880.13 SF Walls	645.50 SF Ceiling	1,525.63 SF Walls and Ceiling
669.36 SF Floor	74.37 SY Flooring	104.49 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	100.33 LF Ceil. Perimeter
669.36 Floor Area	679.39 Total Area	562.67 Interior Wall Area
675.00 Exterior Wall Area	101.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Thomas H. Reitz, D.D.S.
1007 N. Main St.
Edgerton, WI 53534
608-884-3358

August 22, 2016

Re: Catrina Schoen

To Whom It May Concern:

On August 18, 2016, Ms. Catrina Schoen was absent from work due to a home emergency.

Thursdays, Ms. Schoen works an average of 10 hours and 3 minutes. The average hours worked was computed from the previous 4 weeks. Ms. Schoen's average gross income for the one day she was absent totals \$221.10. The frequency of pay is every two weeks.

Hours worked August 11, 2016 = 9 hours 32 minutes
Hours worked August 4, 2016 = 10 hours 10 minutes
Hours worked July 28, 2016 = 10 hours 46 minutes
Hours worked July 21, 2016 = 9 hours 43 minutes

The information provided above is true and to the best of my information.

Sincerely,



Thomas H. Reitz, DDS
President



THE SILVER LINING™

August 24, 2016

WILLIAM & CATRINA SCHOEN
1015 W MADISON AVE
MILTON, WI 53563

Claim No.: AG48652
Insured: GMS EXCAVATORS, INC
Date of Loss: 08/18/2016

Mr. and Mrs. Catrina Schoen,

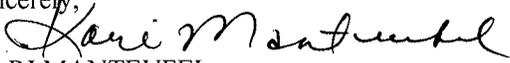
Our insured, GMS Excavators, Inc contacted Diggers Hotline to have them mark any utilities underground. The sewer lateral that GMC Excavators came into contact was not marked by the City. It is possible due to the age of the sewer lateral the city was not aware of the lateral being there.

We do not find our insured negligent for the water damaged caused to your carpet and contents as our insured had no way of knowing that the lateral was in the area that they were digging.

Had the sewer lateral been properly marked then our insured would have been able to avoid hitting it.

We recommend you contact your homeowners insurance company to assist you with the loss you sustained.

We apologize for any inconvenience this denial may cause you. If there is further information you would like for us to consider please contact me immediately.

Sincerely,

KARI MANTEUFEL
Sr. Claims Representative
(262) 365-2901 or (800) 236-5010 Extension 2901
Fax: (262) 335-7000
kmanteufel@wbmi.com

WB-1271 (05-10)





Space-Gard
HEAVY-DUTY
AIR CLEANER

Inga Cushman

From: Tom Mann <tem@cvmic.com>
Sent: Tuesday, September 06, 2016 2:40 PM
To: Inga Cushman
Subject: Schoen v Milton; DOL:8-17-16

Inga

I am in receipt of the above claim that has been filed against the City of Milton in the amount of 4,380.50. The claimants have indicated that they had a sewer backup and incurred damage. Sewer backups are specifically excluded from coverage under the CVMIC policy in Section VII (1) and even if there was no exclusion for coverage, the City of Milton has a self-insured retention of 17,500 and the claimed damages are within the City's retention. As such, should the City decide to settle this matter, the settlement would come from City funds.

I have been advised that the City hired a contractor to do work for the City and as a result of doing this work, the contractor struck the claimants sewer line. As such any responsibility for this claim would be with the contractor as they were the ones that actually struck the sewer line on the claimants property.

The claimants have indicated that they attempted to pursue a claim with the insurer of the contractor, but the insurer has denied the claim based on the fact that the City did not mark the sewer lines and therefore the contractor did not know the line was there and could not avoid the line.

I have been in contact with Howard Robinson and he has indicated that the city does not locate private lines, only public lines. Howard also indicated that he felt that it was the contractors responsibility to mark the lines or have the lines marked prior to digging.

As such, it would be my recommendation that this claim be denied as it is my opinion that the negligence rests with the contractor.

If you have further questions regarding this matter, please feel free to contact me.

Tom



Tom Mann, ARM
Director of Liability Claims
tel: 414-831-5988
office: 262-784-5666 (ext 188)
email: tem@cvmic.com
web: cvmic.com

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2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of

or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

**City of Milton
Public Safety Committee Minutes**

8/16/2016 - Minutes

1. Call to Order

Chair Jeremy Zajac called the meeting of the Public Safety Committee to order at approximately 6:30 p.m.

Present: Ald. Jeremy Zajac, Ald. Ryan Holbrook, and Ald. Maxine Striegl.

Also Present: Police Chief Scott Marquardt, Director of of Public Works Howard Robinson, and City Clerk/Deputy Treasurer Elena Hilby.

2. Approval of Agenda

Ald. Holbrook moved to approve the agenda. Ald. Striegl seconded, and the motion carried.

3. Approval of Minutes - Public Safety Committee Minutes – July 19, 2016.

Ald. Striegl moved to approve the minutes. Ald. Holbrook seconded, and the motion carried.

4. Discussion and Possible Action Regarding Issues Identified at the Public Safety Forum Held on August 4, 2016.

Chief Marquardt reviewed the summary.

- The committee discussed that traffic issues on Parkview Drive should be examined once school is back in session.
- This can be an agenda item for the September meeting.

5. Discussion and Possible Action Regarding Removal of Parking Restrictions on Janesville Street between Greenman and High Street.

Chief Marquardt reviewed this issue and the potential for adding parking on Janesville Street south of the new parking lot exit in front of the school. Ald. Holbrook moved to direct Chief Marquardt to create a resolution for no-parking on Janesville Street except for south of the south parking lot. Ald. Zajac seconded, and the motion carried.

6. Monthly Statistical Report.

Chief Marquardt reviewed the report.

7. Chief of Police Informational Report to Committee

- Raised \$477 at Cop on a Rooftop at Dunkin Donuts.
- Working on the Facebook page.

8. General Items

9. Next Meeting Date - Tuesday, September 20, 2016 at 6:00 p.m.

10. Motion to Adjourn

Ald. Striegl moved to adjourn the meeting of the Public Safety Committee at approximately 6:59 p.m. Ald. Striegl seconded, and the motion carried.

Respectfully submitted,
Elena Hilby
City Clerk

ORDINANCE # 2016-422
AN ORDINANCE AMENDING
SECTION 2-141 (BOARD OF REVIEW), REPEALING SECTIONS
2-291 TO 2-296 (EMERGENCY MEDICAL SERVICES COMMISSION),
AMENDING SECTION 2-322 (PARKS AND RECREATION COMMISSION),
AMENDING SECTION 2-352 (TOURISM DEVELOPMENT COMMITTEE),
AMENDING SECTION 2-374 (COMMUNITY DEVELOPMENT AUTHORITY)
AND REPEALING SECTIONS 2-381 TO 2-388 (ECONOMIC DEVELOPMENT
COMMITTEE) OF THE CODE OF ORDINANCES OF THE CITY OF MILTON.

WHEREAS, the Common Council of the City of Milton appointed a policy ad hoc committee to make recommendations regarding the revision and/or reorganization of existing city committees and commissions to promote more citizen involvement with city government and to allow the city committees and commissions to operate more efficiently and to further recognize the responsibilities having been assumed by the various committees and commissions to date; and

WHEREAS, the policy ad hoc committee presented its recommendations on the revision and/or reorganization of existing city committees and commissions to the common council; and

WHEREAS, the common council has determined to adopt many of the recommendations of the policy ad hoc committee, which recommendations require amendment of the ordinances establishing said city committees and commissions;

NOW, THEREFORE, the Common Council of the City of Milton do ordain as follows:

Section I. Section 2-141 of the Code of Ordinances of the City of Milton, pertaining to the board of review, is hereby amended to read as follows:

Section 2-141. - Constitution.

The board of review of the city shall consist of five citizens of the city, appointed annually by the mayor and confirmed by the common council. Initially, two members shall hold office for three years, two members shall hold office for two years and one member shall hold office for one year, and thereafter annually during April, members shall be appointed for three year terms. The city clerk shall serve as clerk of the board of review.

Section II. Section 2-322 of the Code of Ordinances of the City of Milton, pertaining to the parks and recreation committee, is hereby amended to read as follows:

Section 2-322. - Membership, Appointment and Term of Office.

The parks and recreation committee shall consist of eight citizens of the city, appointed annually by the mayor and approved by the common council, one of whom

shall be a member of the common council, and The Gathering Place Executive Director. The public works director shall be an ex-officio non-voting member. There shall be one Milton High School representative member whose vote is advisory only. Initially three citizens shall be appointed for two-year terms, and four citizens shall be appointed for a one-year term. The member of the common council will be appointed annually. The Gathering Place Executive Director shall serve an indefinite term. The Milton High School representative member will be appointed annually in April by the principal of the Milton High School. Members of the parks and recreation commission shall serve without salary or other compensation. The commission shall elect a chairperson. The commission may adopt rules for its government and procedure. Five members of the commission shall constitute a quorum for the transaction of business. The chairperson will be a voting member only in the event of a tie.

Section III. Section 2-352 of the Code of Ordinances of the City of Milton, pertaining to the tourism development committee, is hereby amended to read as follows:

Section 2-352. - Membership, Appointment and Term of Office.

The tourism development committee shall consist of seven citizens of the Greater Milton Area, appointed annually by the mayor and approved by the common council, four of whom shall be citizens at large, two of whom shall be MACC board representatives of the Milton Area Chamber of Commerce (MACC), one of whom shall be a member of the common council, the executive director of the Milton House Museum, and three ex-officio members, one of whom shall be the city administrator, one of whom shall be a representative of the Janesville Area Convention and Visitors Bureau, Inc., and one of whom shall be a representative of the Rock County Economic Development and Planning Agency. One citizen at large shall be appointed as an alternate to serve when a citizen at large member is absent or refuses to vote. Initially, the individuals appointed as citizens at large shall be appointed for two-year terms and individuals appointed as representatives of MACC shall be appointed for a one-year term to be followed by a two-year term. The ex-officio members are permanently appointed positions to the board. Members of the committee shall serve without salary or other compensation. The mayor shall select a chairperson of the committee to serve for a one-year term during the first meeting of the committee in May of each calendar year. The committee may adopt rules for its government and procedure. Four members of the committee shall constitute a quorum for the transaction of business.

Section IV. Section 2-374 of the Code of Ordinances of the City of Milton pertaining to the Community Development Authority (CDA) is hereby amended to read as follows:

Section 2-347. - Appointment; Vacancies.

The commissioners of the CDA shall be appointed by the mayor and confirmed by the common council as follows:

- (1) Two of the commissioners shall be members of the common council and shall serve during their term of office. The mayor may serve as one of the

common council appointees to the CDA and shall serve during the mayor's term of office.

(2) Two of the commissioners shall be Milton Area Chamber of Commerce (MACC) nominees.

(3) the first appointment of the five commissioners who are not members of the common council shall be for the following terms: two for one year and one each for terms of two, three and four years. Thereafter the terms of non-council members shall be four years and until their successors are appointed and qualified, unless such commissioner's term is vacated earlier because of his or her change of residence, removal, resignation, incapacity or death.

(4) After the appointments of the original seven commissioners have been made and confirmed, vacancies occurring during any term shall be filled for the unexpired portion of the term and new appointments or reappointments of commissioners shall be made in the same manner in which the original appointments were made.

Section V. Section 2-381 to Section 2-388 of the Code of Ordinances of the City of Milton, pertaining to the economic development committee, are hereby repealed.

Section VI. This Ordinance shall take effect April 18, 2017.

Approved by the Common Council of the City of Milton this _____ day of _____, 2016.

By: _____
Anissa Welch
Mayor

Attest:

Elena Hilby
Clerk

1st reading _____
2nd reading _____
3rd reading _____
Date adopted _____

Effect of Ordinance: changes the membership of the board of review, consolidates the economic development commission with the community development authority by providing for MACC representatives membership on the CDA, eliminates the emergency medical services commission, changes the membership of the parks and recreation committee, and changes the membership of the tourism development committee.

August 30, 2016

City of Milton
Milton, WI 53563

City Administrator Hulick-

As you may or may not know, the Milton & Milton Township Fire Department is a member of MABAS Division 104. MABAS is the approved system used for providing and receiving mutual aid among all fire departments in Rock County and the surrounding counties in Wisconsin and Illinois. Each department that belongs to this system has entered in to an agreement that basically states we will provide mutual aid to other fire departments within the MABAS system, and in return they will respond to our department's request for mutual aid when needed. Since 2001 we have found this system to be extremely beneficial and necessary and it has worked very well.

In 2001 the Milton & Milton Township Joint Fire Commission passed a resolution adopting MABAS and at that time it was all that was needed for approval to be part of the system. Now, we have been advised that we need to have resolutions on file from each municipality in our response area. I have enclosed a sample resolution for your convenience that was taken directly from the MABAS Wisconsin website. We are requesting that you review the resolution, edit with the correct information for your municipality and pass this resolution as soon as possible so that we can legally function as part of this valuable resource.

This resolution only pertains to the MABAS agreement and is completely separate from your service contract with the Milton & Milton Township Fire Department. There are no additional cost or fees associated with this agreement or resolution.

I would like to thank you for your cooperation in this matter, and should you have a question or need additional information, please feel free to contact me via telephone or e-mail listed below.

Respectfully;

Chris Lukas
Assistant Fire Chief
Milton & Milton Township Fire Department
clukas@miltonfire.com
(608) 868-2842

**ADDENDUM C TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT
RESOLUTION NO. 2016-30**

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as fire protection and emergency medical services. Such contract may be with municipalities of another state, as provided in Wisconsin Statute 66.0303(3)(b); and

WHEREAS, the Wisconsin Statute, 323.13.(1)(d), provides that the standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states; and

WHEREAS, the Attorney General of the State of Wisconsin must approve any agreement between a Wisconsin municipality and a municipality of another state, and said agreement was approved by the Attorney General of the State of Wisconsin on December 22, 2000; and

WHEREAS, said agreement was submitted to the governor of the State of Wisconsin for his concurrence, which was obtained and later adopted under Wisconsin Statute 66.0303(3) (a) and (b); and

WHEREAS, the *City of Milton Common Council* believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Mutual Aid Box Alarm (MABAS) Agreement would afford these benefits to county residents by coordinating fire protection and emergency medical services, as recommended in Resolution 2016-30; and

WHEREAS, it is in the best interest of the *City of Milton* to enter into the proposed Mutual Aid Box Alarm System (MABAS) Agreement to provide for the coordination of fire protection and emergency medical services in the event of a large scale emergency, natural disaster, or man-made catastrophe.

NOW, THEREFORE, BE IT RESOLVED, that the Mutual Aid Box Alarm System (MABAS) Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the *City of Milton Common Council* and *City Clerk*, be authorized to execute the same on behalf of the *City of Milton*.

Approved this 20th day of September, 2016

Anissa M. Welch, Mayor

Attest:

Elena Hilby, City Clerk



Office of the City Administrator

To: Parks and Recreation Commission, Mayor Welch, Common Council Members
From: Al Hulick, City Administrator and Howard Robinson, Director Public Works
Date: September 20, 2016
Subject: Discussion and Possible Action on Resolution 2016-31 Authorizing the Submittal of a 2017 Urban Forestry Grant from the Wisconsin Department of Natural Resources

Summary

The City Administration is requesting approval of Resolution 2015-31 authorizing the application for a 2017 Urban Forestry Grant from the Wisconsin Department of Natural Resources. This grant is a 50% reimbursable grant with the City's share to be paid for through the existing Public Works Budget and possible use of funds from the Parks Improvement Fund.. In the past, this grant has been able to break even with no additional costs to the City outside of the existing labor and equipment costs.

Discussion

This grant is provided by the Wisconsin Department of Natural Resources. The grant activities will include safety training for chainsaw use, tree management training, a mailing to residents about the emerald ash borer, tree removal and replacement costs for hazardous or deceased trees on publicly owned land, ordinance updates, training of employees to become Certified Arborists, and application work to become a Tree City USA member.. These items and associated work are planned to be completed in 2017.

The grant request will be for \$25,000 with the city's share being \$12500. The city's share will be contributed through existing labor and equipment costs. This grant will also allow the City to hire outside vendors to conduct tree removal of some trees in hazardous locations.

Recommendation

Recommend the City Council approve Resolution 2016-31 authorizing the application for the 2017 Urban Forestry Grant with the Wisconsin Department of Natural Resources.

RESOLUTION #2016-31
AUTHORIZING RESOLUTION FOR URBAN FORESTRY GRANT AND URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAMS

WHEREAS, the applicant, City of Milton, Department of Public Works, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, City of Milton, Department of Public Works, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Director of Public Works, City of Milton, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement requests to the DNR
5. Sign and submit other required documentation

Adopted this 20th day of September, 2016.

I hereby certify that the foregoing resolution was duly adopted by City of Milton Common Council meeting on the 20th day of September, 2016.

CITY OF MILTON

Anissa Welch, Mayor

Attest:

Elena Hilby, Clerk/Deputy Treasurer

City of Milton
Schedule options for 2016 Budget

The following are some potential dates for discussion regarding the 2017 budget:

Kickoff discussion/meeting	Tuesday, October 4 (regular Council night)
Budget workshops	Wed, October 5 and Thurs, October 6 and Wed, October 12
Budget workshops	Tuesday, October 18 (regular Council night)
Budget workshops	Monday, October 24 and Thursday, October 27

Options for Public Hearing & passage of budget

Option #1

Approve budget for publication in Courier	<i>Tuesday, October 18 (regular Council night)</i>
Publish budget in Courier	<i>October 26/27</i>
Public Hearing on 2017 budget	<i>Tuesday, November 15 (regular Council night)</i>
Formally approve/pass budget	<i>Tuesday, November 29 (Special meeting)</i>

Option #2

Approve budget for publication in Courier	<i>Tuesday, October 25 (Special Council night)</i>
Publish budget in Courier	<i>November 2/3</i>
Public Hearing on 2017 budget	<i>Tuesday, November 22 (Special meeting)</i>
Formally approve/pass budget	<i>Tuesday, November 29 (Special meeting)</i>

Option #3

Approve budget for publication in Courier	<i>Tuesday, November 1 (Regular Council night)</i>
Publish budget in Courier	<i>November 9/10</i>
Public Hearing on 2017 budget	<i>Tuesday, November 29 (Special meeting)</i>
Formally approve/pass budget	<i>Tuesday, November 29 (Special meeting)</i>

FYI

Thanksgiving is November 24

Final amounts from the WI DOR, State, etc. should come around November 21

October							November						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												