

Bin 3 - Proposed Special Assessment Water Main, Residential Enclosures: Public Hearing Notice, Residential Private Property Plumbing Contract, DNR Well Abandonment Grant Information



Village of Lannon | 20399 W. Main Street | Lannon, WI 53046

October 23, 2020

«Owner\_Name»  
 «Residential\_Address»  
 «CityStateZip»

Re: Private Property Summary Related to the Village of Lannon (Village)  
 Municipal Water Expansion Project  
 Residential Property, Proposed New Water Main (Bin 3)

Dear Property Owner,

The Village plans to expand its municipal water system in response to the high rate of bacteriological contamination, including *E. coli*, in private well sources. The Village has received a grant on behalf of property owners from the Waukesha County Community Development Block Grant Program (CDBG) and from the Waukesha County Community Foundation's Village of Lannon Quarry Fund (Quarry Fund) that will assist with the private property connection costs. This letter describes how this project and the available funds will affect your property.

Our records show that your property, tax key «TAXKEY»«TAXKEY», is a residential property located adjacent to proposed new water main pipes. These water mains are being installed with the assistance of the United States Department of Agriculture–Rural Development (USDA RD) loan and grant. The unsubsidized portions of the public water main will be special assessed to this property. Once the water mains are installed, you must connect to the municipal water within six months (Village Ordinance 74-157). After connecting to the municipal water system, the well must be abandoned within 20 days (Village Ordinance 74-158). You may not keep your well. If you are not the owner of this property, please contact the Village Engineer, Ben Wood, Strand Associates, Inc., at 414-271-0771 or ben.wood@strand.com.

<u>Line Item</u>	<u>Cost</u>	<u>Property Owner Balance</u>	<u>Partner Entity</u>
Special Assessment:	\$ 43,000	\$ 15,000	(USDA & Quarry)
Water Impact Fee:	\$ 1,300	\$ 0	(Quarry)
New Service Installation:	\$ 6,700	\$ 0	(CDBG)
Plumbing Conversion:	\$ 3,350	\$ 0	(CDBG)
Well Abandonment:	\$ 1,840	\$ 0-920	(DNR & Quarry)
<b>Approximate Total:</b>	<b>\$ 60,490</b>	<b>\$ 15,000 - \$15,920</b>	
	(Before Grants)	<b>(After Grants)</b>	

Notes: Special Assessment amount is reduced to approximately \$25,560 by USDA, and to approximately \$15,000 by the Quarry Fund.

**What's Next?**

1. Complete the enclosed contract and return to Village Hall.
2. Mid-City Corporation (Contractor) will contact you to schedule private property work.
3. Complete the Well Abandonment Grant application and submit to the Wisconsin Department of Natural Resources (DNR).
4. Make arrangements to pay your Special Assessment.
5. Contact the United States Department of Agriculture's (USDA) Wisconsin office if you need further financial assistance.

### **Items 1 and 2: Contract and Scheduling**

The Village has hired Mid City Corporation from Butler, Wisconsin, (Contractor) to complete private property plumbing work required to convert your property to municipal water (Private Property Contract enclosed). Included with this letter is a contract between the Contractor, the property owner, and the Village for the Contractor to complete the work on this property. To receive the benefit of the grant funds, sign and return this contract to Village Hall. The Village is using the awarded grant monies to pay the Contractor directly. Therefore, the property owner does not need to pay the Contractor. If you do not sign and return this contract, you will not be eligible for the grant funds, but you will still be responsible for connecting to the water system within the timeframe indicated above and for paying plumbing costs.

Some private property work may be conducted on your property prior to the installation of the public water main. This would include the private water service lateral, if you do not already have one. The actual plumbing conversion to the municipal source and the well abandonment work will take place after the public water main is installed, which will be in 2021. The Village will provide an updated public water main installation schedule on its website by March of 2021.

### **Item 3: Well Abandonment Grant**

The property owner will be responsible for applying for the DNR Well Abandonment Grant (grant information and application enclosed). The Contractor is subcontracting CTW Corporation from Lannon, Wisconsin, for the cost of \$1,840 per abandonment. The well abandonment grant will partially reimburse the cost to abandon the well, up to 75 percent (\$1,380), based on your income. The Quarry Fund will cover the remaining balance of the cost of the well abandonment, up to 50 percent (\$920), which will be paid directly to the Contractor. Should the DNR indicate that you qualify for less than 50 percent DNR grant reimbursement, you must make a contribution to the Quarry Fund to make up the balance. For example, if you qualify for a 25 percent DNR reimbursement (\$460) and the Quarry Fund covers 50 percent (\$920), you will need to pay for the remaining 25 percent (\$460) by making a contribution to the Quarry Fund. The Village recognizes that this aspect of the project is cumbersome. The Village attempted to make a group application on behalf of impacted property owners because the Village is paying the Contractor directly, but the DNR is requiring that each property owner apply for this grant separately. Refer to the enclosure or visit <https://dnr.wisconsin.gov/aid/WellAbandonment.html> for more information.

### **Item 4: Special Assessment**

The Village plans to special assess your property approximately \$25,560 per equivalent water meter size (public hearing notice enclosed). Your property is planned to receive either a 5/8-inch or 3/4-inch water meter and will be assessed at \$25,560 for either of those meter sizes. Large water users (typically industrial or large multi-family properties) will have a larger water meter and will be assessed a higher amount.

The Quarry Fund plans to make a payment to the Village on your behalf that will reduce your special assessment balance to \$15,000. This balance can be paid by you up-front, or over time in 5, 10, 15, or 20 year increments that will have interest added. The Village will send separate correspondence for you to indicate your preferred payment schedule. The assessment will appear on your 2021 property tax bill that will be sent in November 2021.

### **Item 5: Further Financial Assistance**

If you are on a low or fixed income, you may be able to apply for an additional low interest loan or grant funds on your own through the USDA-RD Single Family Housing Repair Loan and Grant program. Grants are available to residents over the age of 62, and loans are available to others. Learn more and apply by visiting <https://www.rd.usda.gov/programs-services/single-family-housing-repair-loans-grants/wi> or by contacting the USDA Steven's Point Office at 715-345-7611, RD.SFH.SO@wi.usda.gov.

For further information regarding this project, please contact Village President Tom Gudex (262-488-5813) or Village Engineer Ben Wood (414-271-0771).

Sincerely,

Brenda Klemmer, Clerk, Village of Lannon

Enclosures

c: Ben Wood, P.E., Village Engineer, Strand Associates, Inc.®  
Hector de la Mora, Village Attorney, von Briesen & Roper, s.c.  
Becky Woppert, Assistant Project Manager, Mid City Corporation

## Notice of Public Hearing

### Special Village Board of Trustees Meeting

Notice is hereby given that there will be a Special Meeting of the Lannon Village Board convened at the Lannon Village Hall, 20399 W. Main Street on November 5, 2020 commencing at 5:30 P.M. for the purpose of conducting, considering and taking the following possible actions.

1. Roll Call.
2. Statement of Public Notice.
3. Pledge of Allegiance.
4. Pursuant to Wis. Stat. §66.0703 (7), conduct a *public hearing* regarding the Special Assessment Needs Assessment ("REPORT") prepared by the Village Engineer, Strand Associates where all interested persons or their agents or attorneys may appear to be heard.  
The REPORT has been on file with the Village Clerk since October 23, 2020 to provide relevant information for the Village Board to enable the determination and implementation, on a reasonable basis, of a special assessment for Village of Lannon water system improvements.  
A copy of the REPORT is available from the Village Clerk for viewing during announced business hours, or upon request.  
The REPORT: (1) contains a map of the special assessment zone entitled Figure 3.02-1 between pages 3-2 and 3-3; (2) identifies the proposed water system improvements on pages 2-1 thru 2-3; (3) references preliminary plans and specification in its Appendix B; (4) contains an opinion of probable project costs; and (5) contains on an equivalent meter basis an estimate of assessment as to each parcel of property affected. Conclude and close the public hearing.
5. Pursuant to Wis. Stat. §66.0617 (3), conduct a *public hearing* regarding the 2020 Water Impact Fee Study ("2020 Study") prepared by the Village Engineer, Strand Associates, and which has been on file with the Village Clerk since October 16, 2020 to amend those portions of the Village ordinances identified on pages 18 thru 20 of the 2020 Study, a copy of which is available for viewing during announced business hours, or upon request. Conclude and close the public hearing.
6. With respect to the first hearing (No. 4 above), the Village Board may approve, disapprove or modify the REPORT's recommendations; or it may refer the REPORT to village staff with directions to change the plans and specification to accomplish a fair and equitable assessment.
7. Depending on the action taken with respect to item No. 6 above, the Village Board may consider proceeding with the proposed water system improvements by approving the proposed plans and specifications and adopting a *resolution* directing that the work be carried out and paid for in accordance with the REPORT as finally approved.
8. With respect to the second hearing (No. 5 above), the Village Board may consider and take possible action to adopt an ordinance to amend various Lannon Village Ordinances as recommended on pages 18-20 of the 2020 Study.
9. Adjournment.



VILLAGE OF LANNON  
PRIVATE RESIDENTIAL PROPERTY CONNECTION TO MUNICIPAL WATER SUPPLY AGREEMENT

PLEASE READ AND UNDERSTAND THE CONDITIONS OF THIS AGREEMENT.  
RETURN SIGNED AGREEMENT TO CONTRACTOR OR TO VILLAGE HALL.

I. PROPERTY OWNER [referred to as "OWNER" whether one or more] INFORMATION (*REQUIRED*)

Owner Name(s): \_\_\_\_\_

Last

First and Middle

Owner Name(s): \_\_\_\_\_

Last

First and Middle

Address for water plumbing services on private property (referred to as "PROPERTY" and the subject of this AGREEMENT):

\_\_\_\_\_

Indicate when your well was installed and the cost, if known:

Year: \_\_\_\_\_ Cost: \_\_\_\_\_

II. PURPOSE AND INTENT AND ACKNOWLEDGMENT CONCERNING PERFORMANCE AND WORK

The Village of Lannon ("VILLAGE") is undertaking the installation of new water mains throughout the municipality. In conjunction with that work, 172 residential properties will undertake private property work to complete the transition from private wells to a municipal water supply by the end of 2021. This may include installation of a private water service lateral, as necessary, from the public-side water service lateral at the curb stop to the internal plumbing; an internal plumbing connection; a private well abandonment; or any combination of these items. Connection to the municipal water system is mandatory within six months of the public water main installation adjacent to the property, in accordance with Village Ordinance 74-157 as amended. The VILLAGE has secured grant funds on behalf of residential property owners to cover these plumbing costs if the OWNER uses the Village of Lannon selected CONTRACTOR, executes this AGREEMENT, and provides timely and cooperative access for the completion of the work.

The VILLAGE has entered into an contract with Mid City Corporation (CONTRACTOR) located in Butler, Wisconsin, to perform the work stated in this AGREEMENT wherein the OWNER as a third party beneficiary of that contract accepts and agrees to the conditions stated in this document by signing this AGREEMENT.

The OWNER understands and expressly acknowledges that the CONTRACTOR, not the municipality, is performing the work. The Village Building Inspector will inspect and confirm that plumbing items are completed in accordance with applicable codes. Any dispute relating to the performance of the work will be between the OWNER and the Contractor. The OWNER expressly waives any claim against the VILLAGE of Lannon, its officers, employees and agents associated with the performance of the work.

III. PERSONAL CONTACT INFORMATION (REQUIRED)

Mailing Address (if different from service address):

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

IV. ACCESS TO THE PROPERTY

The OWNER acknowledges that the CONTRACTOR will require access to the PROPERTY to complete the private plumbing work. Access inside the building at the point where the proposed service pipe will enter into the building will be required. The CONTRACTOR will provide the OWNER with a 48-hour advance notice of the work. It is the responsibility of the OWNER to provide access to the CONTRACTOR on the date and time scheduled and to remain present during the scheduled work. Work will normally be done Monday to Friday between 7 A.M. and 5 P.M. If the OWNER fails to provide access to the inside of the building, this AGREEMENT shall be canceled, and the OWNER will be responsible for connecting to the municipal water system within six months from the time that a water main is installed adjacent to the PROPERTY. If the AGREEMENT is cancelled, the OWNER will be responsible for all associated plumbing costs (approximately \$7,000 to \$10,000) and will not be eligible for grant monies covering the private property costs. Further, this AGREEMENT shall be automatically canceled if ownership of the PROPERTY has changed since the execution of this AGREEMENT, in which case a new AGREEMENT must be executed by the new OWNER. Inclement weather may require the CONTRACTOR to reschedule a new and mutually agreed upon date and time.

V. DESCRIPTION OF SERVICES AND COSTS

The CONTRACTOR for the VILLAGE will install a new 1.25-inch high density polyethylene water service lateral, as necessary, from the property line to the first plumbing connection inside the building structure. The work also includes all internal plumbing connections of an existing service lateral to the basement plumbing, as necessary, and mandatory abandonment of the private well. All plumbing permits shall be paid for and obtained by the CONTRACTOR. Meters will be obtained and installed by the CONTRACTOR. The location of where the water meter is to be placed in the basement and where the water service lateral shall be laid shall be identified by the CONTRACTOR and verified by the OWNER. All construction excavations will be backfilled, topped with topsoil, and seeded. Any asphalt or concrete removed will be replaced in kind. The penetration through the building wall or floor will be sealed. This is termed General Restoration, and it is included within the cost of the water service lateral on private property. No other restoration of internal surfaces or finishes will be performed.

Other items disturbed during construction on private property outside the building, including walls, fences, shrubs and other landscaping, brick sidewalks or driveways, and lawns requiring specific seed or sod will not be restored. If disturbed by the CONTRACTOR, items such as stones, fences, shrubs, plants,

bricks, and sod will be left on the PROPERTY by the CONTRACTOR to be reused at OWNER's and/or tenant's option and costs. Neither the VILLAGE nor the CONTRACTOR is responsible for damage to trees, shrubs, and living plant material incurred during, or as a result of, pipe replacement. OWNERS should dig up living plant material before the start of construction and provide necessary protection for the plants during construction. OWNER will be responsible for the replanting of plant material.

The VILLAGE CONTRACTOR will not restore finished surfaces within the basement such as drywall, wall or ceiling paneling, carpeting, or floor finishes. Restoration of finished surfaces shall be solely the responsibility of the OWNER. Private utilities (such as dog fences, LP lines, yard lights, and sprinkler systems) are also the OWNER's responsibility for marking before construction and repair. Settling of the trenches are the OWNER's responsibility after the Village Building Inspector's sign-off.

Any work items that the OWNER may ask or direct the CONTRACTOR to complete that are not expressly covered herein will be the sole financial responsibility of the OWNER for payment directly to the CONTRACTOR.

The VILLAGE recently adopted amendments to two ordinances which have not yet been posted on the VILLAGE's website, impacting an owner with a private well. The specific ordinances, along with a brief summary of the amendments' effects, are listed below. There is no exception to these requirements, except for wells utilized under a conditional-use permit for sole use in the production of a product shipped off premises.

1. Sec.74-157 Compulsory Connection–Requires OWNER to connect to the municipal water system within six (6) months of water main being made available to the PROPERTY.
2. Sec. 74-158 Abandonment of Wells–Requires the OWNER to abandon the private well after the property is connected to the municipal water system.

#### VI. EXCLUSIONARY CONDITIONS

This AGREEMENT shall be canceled, and no work will be performed on the private property if:

1. Ownership of the PROPERTY has changed,
2. The OWNER denies the VILLAGE's CONTRACTOR access to the PROPERTY, or
3. The OWNER is not present at the time scheduled for the replacement and an alternative date and time cannot be coordinated.

If this AGREEMENT is canceled or is not executed, the OWNER will be responsible for connecting to the municipal water system within six months from the time that a water main is installed adjacent to the PROPERTY. The OWNER will be responsible for all associated plumbing costs (approximately \$7,000 to \$10,000) and will not be eligible for grant monies covering the private property costs.

VII. PAYMENT OPTIONS

The cost associated with the work described in Section V is approximately \$7,000 to \$10,000. The VILLAGE has secured grant funds through the Waukesha County Community Development Block Grant program and the Waukesha Community Foundation's Village of Lannon Quarry Fund to pay these costs except for 50% of the well abandonment cost. The CONTRACTOR will be paid directly by these entities for the work described herein.

The Waukesha Community Foundation will reimburse 50% of the well abandonment cost under this agreement up to \$920. The remaining portion of the well abandonment cost must be paid for by the OWNER either through additional grant funds applied for and obtained by the OWNER or as a direct cost to the OWNER. The well abandonment may be partially covered by a Wisconsin Department of Natural Resources or Waukesha County well abandonment grant. If eligible for these additional programs, the OWNER will need to submit a grant application for partial reimbursement of funds prior to the start of work, and preferably by December 10, 2020. The Waukesha Community Foundation may pay the CONTRACTOR in full for the well abandonment, in which case the OWNER must sign-over additional grant reimbursements from other programs related to well abandonment back to the Waukesha Community Foundation. Should the OWNER not be eligible for additional grants based on income requirements, the OWNER must report that information to the VILLAGE.

Any work items that the OWNER may ask or direct the CONTRACTOR to complete that are not expressly covered herein will be the responsibility of the OWNER for payment directly to the CONTRACTOR.

VIII. TIME OF PERFORMANCE AND COMMUNICATION

The CONTRACTOR shall perform the work described above by the end of 2021, excluding restoration, which may occur in 2022, weather dependent. A separate mobilization and setup are anticipated by the CONTRACTOR for each of the following work categories:

- a) Inspection prior to work being scheduled
- b) Installation of the private water service lateral (if necessary)
- c) Conversion of plumbing to the municipal source of supply
- d) Well abandonment

This work will begin in 2020 and continue through 2021. The CONTRACTOR will be responsible for coordinating the schedule for each specific property with the OWNER. The VILLAGE has entered into a master service contract with the CONTRACTOR (Contract No. 2033), which specifies the substantial and final completion dates. These dates may be changed by the VILLAGE. Should the dates in Contract No. 2033 be changed, the dates in this AGREEMENT shall be considered as changed to the same dates.

Communication for this work shall be directly between the CONTRACTOR and the OWNER and not the VILLAGE. The CONTRACTOR may be reached at 262-781-5940. Becky Woppert is the CONTRACTOR's assistant project manager.

IX. STANDARD OF CARE

The CONTRACTOR shall at all times perform all work in a manner that is consistent with local codes and standards for the replacement of underground pipes and the restoration of above ground areas. The Village Building Inspector will inspect plumbing-related items for compliance with applicable codes.

X. HOLD HARMLESS

Parties' Negligence– the CONTRACTOR AND THE OWNER shall hold the other harmless for any damages suffered as a result of each's own respective negligence in connection with activities on the OWNER's PROPERTY.

Third Parties–The OWNER agrees to defend and hold Village of Lannon, its, officers, employees, agents, and successors harmless from any and all claims, liabilities, or damages claimed or caused by third parties, including property damage or personal injury, arising out of the CONTRACTOR’s activities on OWNER’s PROPERTY.

XI. INDEMNIFICATION

The OWNER shall indemnify and hold harmless the Village of Lannon and all of its officers, agents, employees, and CONTRACTORS against any and all claims or liability arising from, based on, or as a consequence or result of, any act, omission, or default of the OWNER in the performance of, or in connection with, any work required, contemplated, or performed under this AGREEMENT.

XII. DUTY TO DISCLOSE LATENT DEFECTS

The OWNER shall disclose at the time of signing this AGREEMENT any hidden hazards or defects not apparent from reasonable visual inspection that may interfere with the work described herein. The OWNER shall be responsible for all damages caused due to undisclosed defects or hazardous conditions.

OWNER’s Comments on the PROPERTY:

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XIII. OWNER’S RIGHT TO CANCEL

The OWNER- may cancel this AGREEMENT at any time before midnight of the third business day after the date of signing this AGREEMENT. Notice of cancellation must be submitted in writing and mailed to the following address:

Village of Lannon  
Private Property Connection  
P.O Box 456  
Lannon, WI 53046

XIV. GENERAL

The OWNER acknowledges receipt of a copy of this AGREEMENT. The OWNER acknowledges that it has had an opportunity to review this AGREEMENT. The OWNER agrees to notify the VILLAGE, within 48 hours of an accepted offer to sell the PROPERTY.





**Wisconsin Department of Natural Resources**  
**Well Abandonment Grant Program**  
<https://dnr.wisconsin.gov/aid/WellAbandonment.html>

The well abandonment grant program provides funding assistance to individuals to properly fill and seal abandoned or unused private wells. Before you start the application process, determine if you are eligible to apply for this grant. Work completed **before** submitting an application and receiving DNR approval **will not** be reimbursed.

**Determine if you are eligible to apply:**

- Individuals or families with income of \$65,000 or less for the prior calendar year are eligible to apply as verified on your 2019 **Wisconsin** State (not Federal) Income Tax Return.
- Family income means you file a joint tax return.
- **Note**, applicants with income between \$45,000 and \$65,000 are eligible to apply, but will have their reimbursement amount reduced, per Wisconsin Statutes, by \$0.30 for every dollar of income greater than \$45,000.

Example of the income reduction calculation:

Village of Lannon anticipates your Well Abandonment may cost approximately \$1840, which could result in a maximum grant of up to \$1380 (75% of eligible costs) if all \$1840 are eligible as determined by the DNR.

If your income is \$49,600, DNR would apply the following income reduction:

$\$49,600 - \$45,000 = \$4,600 \times \$0.30 = \$1,380$ . This is the amount DNR is required to deduct from your grant award which means your grant amount would be \$0. Thus, if your 2019 family income was greater than \$49,600, you would not receive a grant under this program. Per Wisconsin Statutes, DNR must also deny your claim if your award total is less than \$100.

**Applying:**

If you are eligible to apply, please complete the [Well Abandonment Grant Application Claim \(Form 8700-314\)](#)

The following items must be submitted with your signed application:

- Copy of 2019 **Wisconsin** State Income Tax Return (Not Federal)
- Completed W-9 Form <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Itemized estimate from a licensed well driller or licensed pump installer (The Village Hall will have an estimate for the costs to abandon your specific well available for pick-up after December 1, 2020). The Village asks that you complete this application by December 10, 2020.

***If your income will be less in 2020 due to the Covid-19 pandemic or other situation, please contact the Grant Manager for additional information.***

To expedite the review process, please submit your application and documents electronically to:

[DNRCFAWellGrantsIntake@wisconsin.gov](mailto:DNRCFAWellGrantsIntake@wisconsin.gov)

Or mail to: Well Grants Intake Wisconsin DNR -(DG/5)

PO Box 7921

Madison WI 53707-7921

**Grant Award:**

After final approval, the grant award agreement will be mailed to the claimant with instructions. The grant package will also include payment claim forms to submit after the completion of the well abandonment. Your well abandonment work can not begin until you receive the grant award information.

**Requesting Reimbursement:**

Once your well has been abandoned, submit the completed Request for Payment Claim form that is included in your award letter along with a copy of the itemized invoice from the licensed well professional who did the abandonment. Your payment can not be processed without the itemized invoice.

**Note**, the grant amount you receive is considered taxable income by the IRS and must be reported as "other income". DNR is required by the Internal Revenue Service to send a 1099G for tax filing purposes as a result of payment for a "Well Abandonment Grant award payment" of more than \$600. Additional information regarding income tax issues can be obtained at [www.irs.gov](http://www.irs.gov) or the IRS hotline # 1-800-829-1040. If the "Well Abandonment Grant Claimant" is concerned with how the receipt of the grant award payment might affect their standing to receive food stamps, Medicare, or other such services or programs, you may wish to check with a representative of that program, social worker or other such person.

If you have questions about DNR's Well Abandonment Grant Program, please contact Grant Manager, Sandy Chancellor at 608-275-3206 or send an email to: [DNRCFAWellGrantsIntake@wisconsin.gov](mailto:DNRCFAWellGrantsIntake@wisconsin.gov) Please include your phone number in your email if a call back is necessary.