

Bin 4 - Proposed Special Assessment Water Main, Non-Residential  
 Enclosures: Public Hearing Notice, Non-Residential Private Property Plumbing Contract



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  
 Non-Residential Property, Proposed New Water Main (Bin 4)

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 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», is a non-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	(Quarry)
Plumbing Conversion:	\$ 3,350	\$ 0	(Quarry)
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. Total grant value may be capped at amounts shown if actual costs exceed what is shown.

**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. If you must use your own contractor for private property work, submit a letter to the Village Engineer with your justification. Do not complete your contract at this time.
4. Make arrangements to pay your Special Assessment.
5. Make arrangements to pay a portion of your well abandonment cost.

### **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 by the date indicated above and for paying plumbing costs.

Should the estimated costs exceed the amounts shown above, the Contractor will contact you and notify of your responsibility to pay the balance prior to starting work.

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.

If your property has an existing structure that does not currently have plumbing and you have no plans to install plumbing to the building in the future, please contact Ben Wood, Village Engineer. You will still be special assessed but may not be required to connect the structure to the municipal water system.

### **Item 3: Option to Use Your Own Contractor**

The Village recognizes that non-residential property owners may have circumstances related to their property that would necessitate the property owner using their own contractor to perform this work. The Quarry Fund's Grant Committee may allow you to use your own contractor if you first submit a letter to the Grant Committee by the end of November that demonstrates your hardship or other reasoning that would justify the use of your own contractor. The Grant Committee will review your letter and make a determination by the end of January 2021. The maximum payment to your contractor will be limited to the scope items and dollar amounts indicated in the above table, or the cost for your contractor to perform the actual work, whichever is less.

The Quarry Fund can only make payments to contractors registered with the Waukesha County Community Foundation, not to individuals. Therefore, the Quarry Fund cannot reimburse you for payments that you make to your contractor. The Quarry Fund can only pay your contractor directly. Contractors may contact the Waukesha County Community Foundation, 262-513-1861, for more information.

Should you choose to pursue this option, wait to complete the enclosed property owner contract until the Grant Committee has approved your request. Send your request letter by November 30, 2021 to the following address. Contractor quotes are preferred but not required to accompany your letter.

Village of Lannon Quarry Fund Grant Committee,  
c/o Ben Wood, Village Engineer  
PO Box 456  
Lannon WI. 53046

#### **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. Please contact the Village Engineer, Ben Wood, if you feel you may need a water meter size larger than 3/4-inches.

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: Well Abandonment Cost**

The Contractor is subcontracting CTW Corporation from Lannon, Wisconsin, for the cost of \$1,840 per well abandonment. The Quarry Fund will cover 50% of the cost (\$920), which will be paid directly to the Contractor. The Village is still working out a mechanism with the Waukesha County Community Foundation for how you should make your payment for the remaining 50%. If the Quarry Fund pays the Contractor 100% of the cost, then you must make a contribution to the Quarry Fund for your 50% cost responsibility. Should you decide to use your own contractor for this work, you must follow the process identified in Item 3 and the Quarry Fund will pay your contractor directly up to 50% or \$920.

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 NON-RESIDENTIAL PROPERTY CONNECTION TO MUNICIPAL WATER SUPPLY AGREEMENT

PLEASE READ AND UNDERSTAND THE CONDITIONS OF THIS AGREEMENT.  
RETURN TO CONTRACTOR OR 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, 42 non-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 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. The Waukesha Community Foundation may pay the CONTRACTOR in full for the well abandonment, in which case the OWNER must make a contribution to the Community Foundation equal to 50% of the well abandonment costs.

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.

Costs in addition to the standard scope of work will be required to be paid by the OWNER. The CONTRACTOR will perform a site walk through prior to the start of work and will notify the OWNER of any additional costs. The following are common items that may result in a higher cost:

- If the property does not have a basement, the CONTRACTOR may have to excavate 6-feet deep into the basement floor.
- If the desired water service lateral is different than a 1.25-inch diameter HDPE pipe.
- If the sewer service lateral needs to be televised to properly locate the adjacent water service lateral.
- If there are significant conflicts to the planned water service lateral route

## 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 be performed in 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. This includes absolving the CONTRACTOR from damages related to business interruption losses before, during, or after the performance of CONTRACTOR's work.

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, defects, conflicts, or critical business operations 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 such undisclosed conditions.

OWNER's Comments on the PROPERTY:

---



---



---



---



---

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.

ACCEPTANCE OF AGREEMENT

This AGREEMENT offer EXPIRES at noon on January 8, 2021.

Only an OWNER is allowed to authorize work on said PROPERTY. This AGREEMENT must be countersigned by both the VILLAGE and CONTRACTOR . A copy will be provided to OWNER.

The terms of this contract are binding on each OWNER of the PROPERTY individually and jointly.

Check one and sign in space provided below.

\_\_\_\_I/we ACCEPT the terms of this AGREEMENT. In the event that the Waukesha Community Foundation has already paid for the well abandonment, I/we will make a contribution to the Waukesha Community Foundation's Village of Lannon Quarry Fund for 50% of the well abandonment cost.

\_\_\_\_I/we DO NOT accept the terms of this Agreement and understand that I/we 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. I/we will be responsible for all associated plumbing costs (approximately \$7,000 to \$10,000) and understand that I/we will not be eligible for grant monies to cover the private property costs.

\_\_\_\_\_  
OWNER(s) signature Date

\_\_\_\_\_  
OWNER(s) signature Date

\_\_\_\_\_  
PROPERTY Address Zip Code

Agreed & Authorized by: \_\_\_\_\_  
Village of Lannon Representative Date

Agreed & Authorized by: \_\_\_\_\_  
Mid City Corporation Representative Date