VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, Oct. 1, 2019** *****6:00 P.M.*****

LOCATION: **Germantown Village Hall Board Room**

I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.

II. **ROLL CALL:** Chairman Kaminski, Trustees Hughes, Warren and Zabel

III. **APPROVAL OF MINUTES:** September 4, 2019 & September 16, 2019

IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.

V. **NEW BUSINESS:**

A. Baker Tilly TIF District Audit Services
B. Consideration of a Crosswalk/Signage – Division Road at Virginia Avenue
C. Hilbert Lane Sidewalk Extension
D. Letter of Credit Reduction – Presbyterian Homes (Fairway Knoll)

VI. **PROJECTS UPDATE:**

VII. **NEXT MEETING DATE:** Set November, 2019 Meeting Date and Time

VIII. **ANNOUNCEMENTS:**

XI. **ADJOURNMENT:**

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

September 4, 2019
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 6:00 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Hughes (absent & excused), Warren and Zabel. Also present were Dir. Ratayczak, Engr. Nitschke and Secretary Wick.

APPROVAL OF MINUTES: MOTION made by Zabel, seconded by Warren to approve the Minutes of August 7th, 2019.

Motion carried unanimously.

PUBLIC COMMENT: *Delores Hudlett, N113 W20588 Edgewood Drive*, stated it had been four weeks since Edgewood Drive had been reconstructed and shoulder restoration had yet to be completed. She felt the edge of the road created very dangerous conditions for walkers and children.
Engr. Nitschke reported staff would be meeting with the paving contractor who hires a sub-contractor to complete the restoration process. A more definite date should be determined at that time. Engr. Nitschke noted the restoration will consist of topsoil and seed. The Contractor chose to complete the work in Fall (late September) due to more favorable weather conditions for growing grass.

MOTION made by Zabel, seconded by Kaminski to move to items "H" & "B" under New Business of the Public Works and Highway Committee Agenda.

Motion carried unanimously.

DRAINAGE DITCHES & CULVERT REPLACEMENT: Dir. Ratayczak noted at the request of Chm. Kaminski, discussion be held regarding the replacement of driveway culverts and responsible parties for drainage ditch maintenance. Pursuant to Section 8.03, it is the responsibility of the property owner of a private driveway culvert to bear the cost of replacement. Section 8.03 (c) allows the Dir. Of Public Works the authority to require the owner of an abutting property to remove, or cause to be removed or replaced with adequate facilities, any culverts or drain pipes which do not conform to the requirements as provided herein when, in his judgement, it is necessary to do so, either for the orderly construction, maintenance or repair of any such highway, street or alley or in providing for proper drainage system thereon. When the Village does a Road Program, only the road pavement is addressed with borrowed funds. Village wide drainage projects do address culverts, ditching and associated costs.
Jason Cee, N113 W20464 Edgewood Drive, a resident for 13 years, stated he continually reported his drainage issues to the Village noting stormwater never flowed from his property and the property to the east and down Hilltop Dr. He had been told every year that it was too expensive to make corrections until the roads were going to be redone. This year Trustee Myers told Mr. Cee that his road was to be reconstructed and promised culvert replacement and trenching of the ditches as part of the road project. A call to Public Works Dir. Ratayczak stated culverts and ditches were not part of the program so Mr. Cee contacted a private contractor who declined to replace his culvert as it was within Village right of way. During wet weather conditions, water backed up 18-20 feet onto his property and Mr. Cee felt it was unacceptable. He expressed the whole road project was a nightmare starting with being blocked from getting into his driveway up to this point where shoulder restoration had yet to be completed. He could

have cared less if the road was reconstructed. He suggested a policy change in which culverts and ditches could be addressed.

Cindy Knoll, W204 N11395 Hilltop Drive stated she has had water in her ditch for 30+ years. She cannot cut the lawn and the ditch is a haven for bugs, debris, etc. Traveling Hillltop Drive you will find water standing in everyone's yard. She felt the culverts should be lowered at the expense of the Village and not the homeowner. She expected something back for the 80+ years of property taxes paid for her property.

Steve Rugaber, W204 N11313 Hilltop Drive, stated in April Trustee Myers left notices on resident mailboxes stating their road was going to be reconstructed. Mr. Rugaber asked Trustee Myers to have someone look at the culverts and ditches prior to reconstruction. Trustee Myers told the residents not to do anything on their own with the culverts as they would be addressed as part of the road reconstruction project. Himself and neighbor then delayed doing anything with their culverts. He now finds out the Village was not replacing culverts and it is too late to hire a contractor to do the work. Currently the ditch is wet into the month of July making it difficult to maintain. Even though the ditch is saturated, water should still flow. He has noticed over the years the ditch was not as deep as it had use to be.

Engr. Nitschke explained as water does flow eventually, it stood in many of the ditches. Ditches silt in and raise in elevation and no longer flow very well. Prior years drainage complaints/issues were never tracked. Current staff was unaware of all the complaints in this area. In a general review of an area, staff looks first for drainage issues that were impacting safety, flooding of structures, flooding of roadways & access points where emergency personnel would not have access. When coming into an area with the Road Program, staff would also cross reference a drainage list with resident complaints and further their research with ditches themselves and how they were going to drain. Staff was not opposed to, as part of the Road Program, doing ditch work but it would need to be pre-identified. Currently the Village is abiding by the Village Code as it related to culverts and ditches. Committee comments included;

- Chm. Kaminski noted monies borrowed are for road reconstruction only. Those funds do not go very far, and she supported that policy. She understood the frustration of the residents being told conflicting stories as to who was responsible for ditch repairs. Based on the stories told she felt it was a quality of life and health issue when water appears 18 feet on to a property due to poor drainage. There are many bad culverts throughout the Village and understood it was a homeowner's responsibility for replacement costs. There should be some type of compromise to get the ditches cleaned up & if it required the reset of the culvert then it might be something the Village has to do.
- Trustee Warren took issue that ditches were not part of road projects. This would be the time to address drainage issues. He understood the conflicts of restoring ditches due to pitch, depth, slopes and maintenance, etc. He would like to look at the current policy to discuss possible changes to incorporate drainage with the design. It would not cost much to incorporate shooting ditch profiles during the planning stages. Engr. Nitschke agreed.
- Trustee Zabel stated at one point drainage was addressed with road reconstruction. There were projects that in order to get the slopes necessary for proper drainage, caused conflict with restoration and maintenance. There was only so much funding for pavement reconstruction averaging 2.5 miles each year.

- Dir. Ratayczak stated when looking at the reconstruction of a road you first look at the right of way you must work with; secondly a visual inspection would be done for any obvious drainage concerns. DPW would be the first point of contact to determine if drainage maintenance could be addressed by the department. Reworking ditches to include culverts can cause additional issues for a homeowner. The road reconstruction project then becomes more than a road program. Dir. Ratayczak further discussed other areas in the Village with ditching conflicts. He felt drainage issues could be addressed after a road project has been completed.
- Engr. Nitschke questioned if the Village were to do ditches, what does the Village do with driveway culverts? Current policy states culverts are the private property owner's responsibility. At a cost of $3,000-$5,000 per culvert, this would need to be addressed when considering changing policy. It would also help staff with estimating & budgeting.
- Trustee Warren stated cross culverts and driveway culverts should be part of road projects. The policy needs to be changed to allow staff to at least look at drainage issues.
- Adm. Kreklow stated it was important the Village Board set policies, review them and give staff direction on what to include and not include as part of the capital improvements budget over the next five years. Ditches/culverts/drainage issues could be added to the plan to determine funding allocation on an annual basis.
- Trustee Zabel stated the Ordinance changed in 2005 due to the amount of work put on the Highway Dept. to change out culverts. He felt culverts should be replaced by the Village. Staff repairs curb, gutter and drains. Its all within the right of way. A homeowner pays for the original culvert when their driveway is installed. The Village then relies on the homeowner for maintenance. Is it not the Village's responsibility to make sure the culverts are adequate when doing a road project seeing most culverts are placed within the right of way? If needed, Trustee Zabel stated he would like to see the culverts replaced as part of a road project as they were part of the right of way but would not include ditches as that would become expensive. If there were no visible signs of standing water prior to the road project that means the ditches are working.
- Supt. Olszewski stated past practice has varied throughout the years. From a maintenance perspective, staff would assess drainage issues and if culverts were in ill repair, a resident was notified that they would need to pay for a new culvert and the Village would complete the installation and associated ditching. As the Village grew, the work became greater and greater and the practice was discontinued. Supt. Olszewski referenced a new subdivision with culverts stating past practice would have been to set the culvert as homes were built. It was not a practical use of resources based on the department's size. He agreed firm language was needed in adjusting the current policy.

In closing the Committee agreed information should be obtained for all areas slated for road reconstruction in order to make wise decisions and judgements on what is seen. Until standards are set within the revised policy, Engineering staff can then move forward on addressing the drainage issues in the Edgewood Drive area. Engr. Nitschke explained the process would consist of doing an area survey and design analysis. This project can then go out for bid early in the year when more favorable costs can be obtained. Staff will inform area residents with any updates.

RETAINING WALL QUOTES – N116 W16421 MAIN STREET: Supt. Olszewski reached out to four local landscapers and received one quote. It was suggested staff continue the attempt to solicit additional quotes. Discussion followed.

MOTION made by Zabel, seconded by Kaminski authorizing staff to obtain the services of others for the removal and replacement of a retaining wall at N116 W16421 Main Street for a cost not to exceed $4,650.00 and, request the Village Attorney draft a maintenance agreement between the property owner and Village disclosing the Village would no longer be responsible for the retaining wall and future maintenance.

Motion carried unanimously.

TOWER #3 – PAINT COLOR SCHEME: Water Supt. Paul Haugen provided a handout and gave a visual presentation of various logo and color renderings for the Village's water towers. Discussion included the longevity of the paint, choosing a two-tone appearance to hide the exterior mold, color choices and font. Costs to completely paint one tower with logo were estimated at $500,000. It was suggested if cell tower equipment were attached to a tower, the colors should match.
Dir. Ratayczak noted he participated in the 2050 planning meetings in which the Committee evaluates Germantown's appeal through logos, and the way Germantown presents their community. There was a desire to change the logo but maintain the color scheme. Dir. Ratayczak felt the 2050 Planning Committee would like to make their opinions known. The Public Works Committee suggested staff give a presentation to the 2050 Planning Committee on tower paint color schemes.
In closing Supt. Haugen noted he included a placeholder for this work in his 2020 budget.

AMY BELLE ROAD RIGHT OF WAY MAINTENANCE: Supt. Olszewski looked for direction by the Committee on maintenance responsibilities within the right of way of Amy Belle Road from Willow Creek Road north to Appleton Avenue. Historically Amy Belle Road has been maintained by the Village of Richfield regardless of residency. Staff had attempted to find records or documents detailing an agreement between Richfield and Germantown. Nothing was found. There were other boundary roads throughout the Village in which Germantown maintains the road and right of way even though one side is another community. Richfield has requested Germantown draft a maintenance document for roads that are serviced by both communities. Committee comments included;

- Seeing the Village of Germantown plows the section of Mequon Road just east of Amy Belle Road, Trustee Zabel stated it would make sense the Village of Germantown plow Amy Belle Road from Willow Creek Road to Mequon Road or from Appleton Avenue to Mequon Road.
- Dir. Ratayczak noted there was more responsibility other than plowing Amy Belle Road. Currently there is a request from one property owner who wants to install a second access to his property. The ditch area was not suited for a culvert, but a private contractor would do the installation. The question was, who then becomes responsible for the culvert? Other road responsibility items include signage, tree/brush maintenance, etc. It would be best to have a municipal agreement in force to determine road responsibility. The

Richfield Administrator provided a draft document to the Highway Supt. but requested Germantown's Attorney to draft a maintenance agreement for both communities to review.

- Moving forward, Trustee Zabel suggested the Village of Germantown take over maintenance/road responsibility of Amy Belle Road from Willow Creek Road to Mequon Road. Anything on the west side of the road i.e. signage, etc. would be Richfield's responsibility.

MOTION made by Kaminski, seconded by Zabel directing staff to move forward with creating a jurisdictional road maintenance agreement with abutting communities and to include the recommendation that the Village of Germantown be responsible for Amy Belle Road from Willow Creek Road to Mequon Road to include plowing and a 50-50 split for road maintenance.

Motion carried unanimously.

TOPSOIL REMOVAL – WRENWOOD SUBDIVISION: Dir. Ratayczak reported pursuant to Village Code 17.441, Neumann Companies submitted a request to remove 36,000 cubic yards of excess topsoil from the Wrenwood Subdivision project site. Soil borings indicate 12 inches of topsoil across the development site.

MOTION made by Zabel, seconded by Warren authorizing the request by Neumann Companies to remove 36,000 cubic yards of excess topsoil from the Wrenwood Subdivision site.

Motion carried unanimously.

DPW CAMPUS STORMWATER POLLUTION PREVENTION PLAN: Engr. Nitschke provided a copy of the revised Stormwater Pollution Prevention Plan for the DPW campus.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to adopt by Resolution the DPW Campus Stormwater Pollution Prevention Plan (SWPPP).

Motion carried unanimously.

FREISTADT ROAD & MAPLE ROAD INTERSECTION:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation the State/Municipal Agreement with the WisDOT for the Freistadt and Mequon Road intersection signalization.

Discussion followed on further details of the agreement, associated costs and the process in selecting a consultant to complete the design work.

Motion carried unanimously.

2020 ROADWAY CIP RECOMMENDATIONS: Engr. Nitschke provided the Committee with the proposed 2020 Road Capital Improvement Plan. The plan included completing the remaining portions of the Old Farm Subdivision. Esquire Estates and portions of Hawthorne Drive were added prior to the Glenwood Park and Hickory Hills Subdivisions as there was concern that funding was limited to incorporate those subdivisions due to utility work and the private property infiltration inflow project. The Plan not only included the PASER ratings but the funding sources for what was proposed to be drawn for funding and what was not. Engr. Nitschke noted there was also a cost benefit by staying in similar areas i.e. curb & gutter areas vs. shoulder & ditch areas. Also suggested was starting the process of obtaining easements and right of way along Lovers Lane and Century Lane between Division Road and STH 145. Costs for the 2020 improvements were not currently available. Discussion followed.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation the 2020 Roadway Capital Improvement Plan recommendations upon verification that road areas selected will fall into the $1.5 million level of spending.

Motion carried unanimously.

DEVELOPMENT HANDBOOK: Engr. Nitschke provided the Committee with the draft Development Handbook for the Village of Germantown Infrastructure Standards. The Handbook is meant to assist staff, developers, contractors and consulting engineers with high quality, consistent designs and specifications for public and private projects within Germantown. The Handbook was also a working document and corrections, errors, modifications, were expected. The document still needed to be cross referenced with the Village's Zoning and Municipal Code and was assumed to be a revision of Chapter 18 of the Village Code. The Handbook would be available as a user-friendly document on the Village's website.

PROJECTS UPDATE: Dir. Ratayczak provided the Committee with a list of Village projects with associated updates and answered questions.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held TUESDAY, October 1, 2019 at 6:00 p.m.

ANNOUNCEMENTS: None.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:03 p.m.

Janice Wick

Janice Wick, Recording Secretary

SPECIAL

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES
September 16, 2019
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 6:45 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Hughes (absent & excused), Miller, Warren (absent) and Zabel. Also present were Dir. Ratayczak and Atty. Sajdak.

WETLAND MITIGATION CREDITS – NORTHEAST INTERCEPTOR SEWER PROJECT:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve the purchase of the Mitigation Credits in the amount of $17,982 from Wolf River Basin Mitigation Bank as part of the Northeast Interceptor Sewer Project.

Motion carried unanimously.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:55 p.m.

Lawrence Ratayczak, P.E.
Director of Public Works

BUSINESS of the
Public Works Committee &
Village Board of the VILLAGE OF GERMANTOWN

MEETING DATE:	Oct 1, 2019 PW Oct 7, 2019 VB
PLACEMENT	New Business
ITEM TITLE:	Baker Tilly TIF District Audit Services Dissolution TID 4 30% Audit TID 6 & 7
SUBMITTED BY:	Kim Rath, Finance Director

SUMMARY EXPLANATION:

Approval for this item has been placed on the Public Works agenda due to expediency. The proposed TID audits need to be completed by year end and time constraints would make waiting until the General Government and Finance Committee meeting problematic. Thank you for your understanding.

Included in your packet is a copy of an engagement letter from Baker Tilly for audits of Tax Incremental Finance Districts #4, #6, #7. TIF # 4 is a 30%, final audit (100%) and closeout(dissolution) audit. TIF's 6 & 7 are for 30% completion audits. There will probably be a 30% audit later in the year 2020 for TIF #8.

It seems that the TIF #4 30% audit was never filed with the Department of Revenue. Baker Tilly was engaged to complete the 30% audit for the TIF 4 for period ending 12/31/98. They issued draft statements and noted a response from the attorney was required in order to finalize the audit, which was required to be finalized prior to 12/31/00. They did find in their files an attorney letter response, dated in 2001. It seems that changes in village and auditing staff during this time may have caused a breakdown in following through on completion and filing of the audit.

Cost:	TID #4 $9,000 - $12,000
	TID #6 $5,000 - $7,500
	TID #7 $5,000 - $7,500

Funding for the audit will come from the TIF's themselves.

ATTACHMENT: ORDINANCE____ RESOLUTION ___ OTHER _

RECOMMENDATION: Approval

ACTION BY Committee

bakertilly

September 19, 2019

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Ms. Kim Rath
Finance Director
Village of Germantown
PO Box 337
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Germantown, WI

Dear Ms. Rath:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Germantown ("you" or "your").

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses, and Status of Funds and the related notes to the financial statements as follows for the Village of Germantown Tax Incremental Districts ("TID"):

TID No.	Year Ended and from the Date of Creation	Audit Type
4	August 31, 2019	30%, 100%, and Dissolution
6	December 31, 2018	30%
7	December 31, 2019	30%

If, for any reasons caused by or relating to the affairs or management of the Village of Germantown, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

> Detailed Schedule of Sources, Uses and Status of Funds

> Detailed Schedule of Capital Expenditures

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

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

We will design our audit to obtain reasonable, but not absolute, assurance of detecting misstatements due to errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The Village of Germantown's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the Village of Germantown involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the Village of Germantown received in communications from employees, former employees, analysts, grantors, regulators, or others.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Germantown complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the Village of Germantown; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we may provide in relation to these audits are as follows:

- Adjusting journal entries

- Financial statement preparation

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards.*

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.

- Evaluate the adequacy and results of the nonattest services we perform.

- Accept responsibility for the results of our nonattest services.

- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Village of Germantown must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the Village of Germantown hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Germantown's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Germantown is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate our fees to be within the following ranges for each TID:

TID No. 4	TID No. 6	TID No. 7
$ 9,000 - 12,000	$ 5,000 - 7,500	$ 5,000 - 7,500

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services ("JAMS"), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Baker Tilly Virchow Krause, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the Village of Germantown and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Germantown's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Amanda Blomberg, the firm director on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Amanda Blomberg is available at 608 240 2386, or at Amanda.Blomberg@bakertilly.com.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

Baker Tilly Virchow Krause, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

____
Official's Name

____
Official's Signature

____
Title

____
Date

BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI

MEETING DATE: October 1, 2019

AGENDA ITEM: New Business

ITEM TITLE: Crosswalk at Division Road and Virginia Avenue

SUBMITTED BY: Eric Nitschke, P.E., Village Engineer EAN

SUMMARY EXPLANATION:

Trustee Zabel formally requested a crosswalk be installed across Division Road at the intersection of Virginia Avenue. Following a field review, as well as a technical analysis of the time needed for a pedestrian to cross Division Road, it has been determined that a pedestrian activated crosswalk would be required. The estimated cost for pedestrian activated signs is $7,000 per crossing. Additional costs would be incurred for installing handicap accessible ramps, as well as extending the sidewalk on the west side of Division Road. The estimated cost for the proposed improvements is $17,000.

ATTACHMENT: ORDINANCE________RESOLUTION________ OTHER__________

RECOMMENDATION:

Staff recommends completing upgrades to the pedestrian paths and crossings on Division Road between County Line Road and Mequon Road when the roadway is either rehabilitated or reconstructed as part of the annual road program. This will allow for wholesale improvements to the pedestrian system, as upgrades are needed in several areas along Division Road.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI

MEETING DATE: October 1st, 2019

AGENDA ITEM: New Business

ITEM TITLE: Approval of Hilbert Lane Sidewalk Extension

SUBMITTED BY: Ryan Ehlerding, Project Engineer

SUMMARY EXPLANATION:

A request was made to the Engineering Department to have the sidewalk extended along the west side of Hilbert Lane to Sylvan Circle. The sidewalk would allow safe passage for children to access the bus stop at the intersection of Hilbert Lane and Sylvan Circle. The sidewalk extension would also allow handicapped residents to have easier access from Hilbert Lane to the sidewalk along the south side of Sylvan Circle. All ramps at the intersection will conform with ADA standards. A cross walk will be striped across Sylvan Circle and proper pedestrian crossing signage will be installed to alert motorists of the crosswalk. Residents affected by this project have been contacted with an informational letter. The project is expected to be substantially completed by the end of 2019.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER_X

- Payne & Dolan Quotation
- Resident Informational Letter

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee and Village Board approve the Hilbert Lane Sidewalk Extension at a cost of $33,915.00. The Hilbert Lane Sidewalk Extension will be a change order for the 2019 Road Program.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Payne & Dolan, Inc.
N173W21120 Northwest Passage Way
Jackson, WI 53037

PAYNE & DOLAN INCORPORATED
A WALBEC GROUP COMPANY

Parker Sovey
Direct: 262-524-1879
Cell: 262-366-5587
Fax: 262-677-5530
psovey@payneanddolan.com

Quotation

QUOTATION TO:
Ryan Ehlerding
Village of Germantown

Date: September 20, 2019
Letting Date: **Proposal:**
Project Name: Hilbert Lane Sidewalk
Project Location: Germantown, WI

HILBERT LANE				
Description	**Bid Quantity**	**Unit**	**Bid Price**	**Bid Total**
CLEARING	1	LS	$ 3,995.00	$ 3,995.00
EXCAVATION	70	CY	$ 45.00	$ 3,150.00
5" STONE BASE - 1 1/4" DENSE GRADED	80	TN	$ 30.00	$ 2,400.00
SIDEWALK	1280	SF	$ 14.00	$ 17,920.00
HANDICAP RAMP SOUTH SIDE OF SYLVAN	1	LS	$ 2,950.00	$ 2,950.00
RESTORATION	100	SY	$ 20.00	$ 2,000.00
CURB CUTS	2	EA	$ 750.00	$ 1,500.00
HILBERT LANE				**$ 33,915.00**
Staking by others.				
Street signs relocated by others.				
Utility conflicts resolved by others.				

Job Specific Notes:

- Unless stated otherwise, base proposal of quotation is contingent upon all items being contracted.
- It is understood and agreed that 1% of the total compensation due to Payne & Dolan will be retained to compensate the Owner/Contractor's expense for payment of any bond, dues, or assessment required by the Prime Contract.
- Quotation does not include winter conditions related to crew or plant costs required for constructing work outside of conventional operating dates of May 1 to October 15.
- Quotation does not include any inlet protection or erosion control.
- Pricing based on plans provided by the Village.

If you have any questions on this Quotation, please call me at the contact information listed above.
Thank you!

IF THIS QUOTATION IS NOT ACCEPTED AND RETURNED WITHIN 30 DAYS FROM THE DATE OF THIS QUOTATION OR IF THE WORK IS NOT COMPLETED BY November 15, 2019, PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE QUOTATION OR MODIFY THE TERMS OF THE QUOTATION/CONTRACT.

STANDARD TERMS AND CONDITIONS

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Payne & Dolan, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Payne & Dolan, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within ±0.1' of the proposed plan subgrade elevations.

Cold Weather Paving: Per section 450.3.2.1.1 and 450.3.2.1.2 in the Wisconsin DOT Standard Specifications, if Payne & Dolan, Inc. is directed to place any asphaltic mixtures outside of WDOT specified date range, Payne & Dolan, Inc., will not be responsible for damage or defects attributed to temperature or other weather conditions. Replacement or repairs will be done on a time and material basis.

Liquidated Damages: It is understood and agreed that the Owner/Contractor will not assess liquidated damages against Payne & Dolan, Inc. prior to meeting with and providing Payne & Dolan, Inc. with documentation demonstrating that Payne & Dolan, Inc. failed to complete their portion of work within the time agreed upon in the contract or within such extra time as may have been allowed by extensions. Any arbitrary assessment will be subject to a 1.5% per month service charge.

Insurance/Indemnification: This Quotation is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Payne & Dolan, Inc., but only to the extent of Payne & Dolan, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Payne & Dolan, Inc.'s workers are fully covered by Workers' Compensation Insurance. Payne & Dolan, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Village of Germantown ...Willkommen

ENGINEERING DEPARTMENT
N112 W17001 Mequon Rd. P.O. Box 337
Germantown, Wisconsin 53022-0337
Phone: (262) 250-4723
FAX: (262) 253-8255

LETTER TO PROPERTY OWNER

June 7th, 2019

Dear Property Owner:

SUBJECT: Hilbert Lane Sidewalk Extension

The Village of Germantown wants to inform you that the sidewalk along the west side of Hilbert Lane will be extended to Sylvan Circle. This work will be taking place this summer, 2019. You will always have access to the driveway off Hilbert Lane but access to the sidewalk leading up to your building will be restricted during the project. The project should take 2 weeks from when they begin. If you have any questions about the project, please contact me at (262) 250-4723.

Ryan Ehlerding – Project Engineer

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI

MEETING DATE:	October 1, 2019
AGENDA ITEM:	New Business
ITEM TITLE:	Letter of Credit Reduction-Presbyterian Homes (Fairway Knoll Senior Living)
SUBMITTED BY:	Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

Installation of public water main and sanitary sewer have been completed and accepted in 2017. The work has been inspected and accepted by the Department of Public Works and the one (1) year warranty period has expired.

The Director of Public Works recommends reducing the Letter of Credit from the current amount of $100,000.00 to $0.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Director of Public Works recommends that the Public Works & Highway Committee approve reducing the remaining Presbyterian Homes (Fairway Knoll) Letter of Credit to $0.00, which will release the LOC.

COMMITTEE ACTION:
Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

STATUS OF PROJECTS
OCTOBER 1, 2019

1) Goldendale Road_Ph 1 Sanitary & Water; Railroad track settling issue has been resolved. Railroad personnel moving equipment to reinstall railroad crossing Monday, Sept. 30, 2019; paving remaining Goldendale Rd by end of week of Sept. 30, 2019.

2) Goldendale Road/Holy Hill Road Sanitary Sewer Ph 2; Sanitary sewer is Complete. Additional sewer to serve the Dielectric and Illings site is completed on Holy Hill Rd. Holy Hill Rd schedule to be paved on Saturday, Sept.28, 2019, with shouldering to follow the next week. Goldendale surface estimated placement is Wednesday Oct. 2, 2019. Remaining restoration will follow. Estimate that Holy Hill Rd & Goldendale Rd to reopen by Friday, Oct.4, 2019.

3) Goldendale Road/Holy Hill Road Water Main Ph 2; system is on-line, Turf restoration is completed.

4) Dielectric Development has started with building shell in place and sanitary sewer and water main underway.

5) NE Interceptor (sanitary sewer) serves the Wrenwood Development Area and areas south of Mequon Rd and east of Country Aire Dr including Pheasant Ln. Minger has started work on Country Aire Dr. working from the north to the south. Most pipe on County Aire Dr is installed, except for the angle section at Mequon Road. Two laterals will be installed the week of Sept. 30, 2019 and replacement of minimal pavement disturbance will follow the following week. Miller Easement was signed and work is progressing in that area.

6) Booster station pump and associated water main have been installed, tested and placed in service. Submittal to PSC for Booster Station/Pressure Reducing Station is in progress. Booster Station building and equipment is planned to be bid in October 2019.

7) Zilber Buildings #2 & #3 construction has begun. Bldg #3 & Bldg #2 walls are complete and floors are installed. Concrete loading dock pads have been placed. Asphalt pavement has begun and is scheduled for completion the week of Sept. 30, 2019. The estimated target date for completion is December 2019 for Bldg #3 with bldg. #2 following shortly thereafter.

8) Design of Holy Hill Road reconstruction plans have not been started. RFP for Engineering Consultant in September 2019

9) Application to the WIDNR for the new well site in TID #8 (SE corner of Gateway Crossing & Rockfield Road) has been submitted. WIDNR has approved the New Well #12 site. Design of site layout is underway and Well submittal to be in October 2019

10) Water Tower design is in progress, 500,000 gal capacity. Formal submittal sent to PSC. Start date TBD

11) CIPP (pipe lining) project bid on April 4, 2019. Contracts are executed pre-construction meeting was held with Lanzo Technologies. Possible start in late October 2019

12) Park Avenue Reconstruction; Work was started on July 10, 2019 with pavement milling, tree removal is complete, sanitary sewer, water & storm sewer installation is completed. Unexpected bed rock removal with the sanitary sewer relay has caused some delay, the revised estimated completion date for the project is October 1, 2019

13) PP/II project--direction from MMSD received regarding approved materials for lining laterals. DPW, Waste Water Superintendent & Village Engineer met with MMSD staff to obtain current MMSD requirements on August 27, 2019. MMSD staff informed Germantown that they are experiencing failures in the pipe lining that has been completed. MMSD is gathering information regarding the failed lining and is currently re-evaluating the lateral lining procedure. Village staff directed to delay bidding Village work until more information is obtained regarding the current lining processes. NO CHANGE

14) Sidewalk on Hilbert Dr north of Squire Dr—to be completed in October, 2019

15) Sanitary Sewer and Water Main for the Dielectric site has started, expect 2-3 weeks for completion. This sanitary sewer and water main will also service the site being developed by the Dickman Group (southwest corner of Goldendale Rd & Rockfield Rd) for the Illing Company.

16) Wrenwood Development_ Ph #1 grading underway. Utilities has started, contractor has moved 2 crews onto site. Developer plans to have main road and road by town hoses completed this construction season.

17) Traffic Coordination Project on County Line Road (CTH Q); This is the coordination of the traffic signals from Division Rd to Appleton Ave. Work (after nearly 6 years) is near completion, controllers have been installed. There is an issue with one controller which needs to be resolved. This is a group effort between the Village

of Germantown, Village of Menomonee Falls and the Wisconsin Department of Transportation. Anticipate up and running in October, 2019.

18) 2019 Road Improvement project; The paving portions of the 2019 Road Program have been completed. It should be noted that there were significant undercuts required on Merkel Drive, Woodland Drive, Oakview Ave and Rosewood Ave due to very poor base material. Recycled asphalt shoulders have been installed and restoration work on the remaining shoulders is completed.

19) Remaining walkway on Wasaukee Rd from Prairie Glen II development to Mequon Rd complete this year. Estimate of time TBD

20) Glenwood Area sanitary sewer, water main and road project schedule remains undetermined.

21) PASER Rating of Roads: Pavement And Surface Evaluation Rating (PASER) of Germantown's roads commenced in mid-August. Staff are making a concerted effort to thoroughly inspect every segment of road maintained by Germantown. It is anticipated that the inspections will be completed in November, and the pavement ratings are to be submitted to WisDOT by December 15, 2019. Based on the updated road ratings, we intend to bring a revised 10-year Road CIP to the committee for review and approval.

22) GIS Progress Report; Public Works transitioned to a GIS tool called AssetAlly in mid-2019. Staff were also trained on the capabilities and uses of the new software package as it relates to each department. Work continues on adding and improving upon the information in the Village's GIS system.

23) The Village of Richfield has made preliminary inquiries related to the Village of Richfield obtaining sanitary sewer and water services from the Village of Germantown. The area being looked at is the area immediately west of I41 and north of Holy Hill Road (north of the Kwik Trip site). MMSD has been contacted by the Village of Germantown with preliminary questions regarding capacity and procedure. NO ADDITIONAL CHANGES AT THIS TIME.