

**VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022**

MEETING: PUBLIC WORKS & HIGHWAY COMMITTEE

DATE AND TIME: TUESDAY, March 3rd, 2020 *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:** February 4th, 2020
- 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. 2020 Sealcoat Projects
 - B. Fire Station #2 – Fire Suppression Project Approval
 - C. Well #11 – Pump Contract
 - D. Historical Society Funding Agreement – Dheinsville Park Pavilion
 - E. Dheinsville Park – Pavilion
 - F. Letter of Credit Reduction – Harvest Hills
 - G. Holy Hill Road Traffic Impact Analysis (Cooperative Agreement)
 - H. Contract with TADI for Holy Hill Road Traffic Impact Analysis
 - I. Village Labor & Equipment Rates
 - J. Lovers Lane & Century Lane Design - Discussion
- VI. **PROJECTS UPDATE:**
- VII. **NEXT MEETING DATE:** Set April, 2020 Meeting Date and Time
- VII. **ANNOUNCEMENTS:**
- XI. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

******* Notice is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

February 4, 2020
Village Hall Board Room

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

ROLL CALL: Chm. Kaminski, Trustee Members Hughes, Warren and Zabel. Also present were Dir. Ratayczak, and Secretary Wick.

APPROVAL OF MINUTES: MOTION made by Zabel, seconded by Warren to approve the Minutes of January 14, 2020.

Motion carried unanimously.

PUBLIC COMMENT: DPW Supt. Olszewski reported advertising for the Hwy. Dept. Maintenance Operator which was approved in the 2020 Budget has brought a lot of interest in the position. Different avenues of advertising had produced 20-30 potential candidates. Advertising for the Mechanic position will follow.

GERMANTOWN DEVELOPMENT HANDBOOK: Civil Engr. Ehlerding presented the final draft of the completed Development Handbook to include comments submitted by Trustee Warren. Staff had also added a section under "ROADS" to address street lighting.

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the draft version of the Germantown Development Handbook.

Trustee Zabel suggested adding an option under Ditches in new Subdivisions – Section 4.1.5.1.9 disclosing the Village Engineer Department had the right to require ditch enclosures if a 4 to 1 slope took you outside of the right of way and required an easement.

Civil Engr. Ehlerding noted it was the goal of the department to update the Handbook yearly after the construction season and present to the Public Works Committee for approval.

Motion carried unanimously.

FORESTRY SERVICES CONTRACT – WACHTEL TREE SCIENCE: Supt. Olszewski requested permission to contract Wachtel Tree Science to provide specific consultation services related to the handling of the Emerald Ash Borer (EAB). Wachtel had been instrumental in past years providing their expertise to make sure Village trees and plantings stay diversified and benefit the Village.

MOTION made by Warren, seconded by Hughes to forward to the Village Board with a positive recommendation to contract with Wachtel Tree Science to provide specific consultation services as it relates to the handling of the Emerald Ash Borer (EAB) at a cost not to exceed \$15,000. Funds to be allocated from Acct. #10-553-530-5290.

Motion carried unanimously.

AUTHORIZATION TO HAVE WASHINGTON COUNTY HIGHWAY DEPT. PAINT CENTERLINES & EDGE LINES:

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the services of the Washington County Highway Department to perform centerline and edge line painting on Village streets for an approximate cost of \$32,000 for the year. Funds to be allocated from Acct. #10-542-530-3540.

Motion carried unanimously.

CRACK FILLING MATERIAL PURCHASE:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the purchase of crack filling material for Village roads from Sherwin Industries at a cost of \$.55/lb. not to exceed \$35,000. Funds to be allocated from Acct. #10-542-530-3505.

Motion carried unanimously.

TANDEM AXLE PATROL TRUCK PURCHASE: Supt. Olszewski obtained two prices from regional dealerships for the purchase of a tandem axle patrol truck.

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the purchase of a new Western Star Patrol Truck from Truck Country for an amount not to exceed \$203,024.00 contingent upon borrowing approval. Funds to be allocated from Account #40-542-570-8520.

Motion carried unanimously.

TRACKLESS SIDEWALK MOWER PURCHASE: Supt. Olszewski obtained two quotes for the purchase of a 2020 sidewalk mower for the Parks Dept. This piece of equipment plows the sidewalks and mows the largest plots of grass in the Park System.

MOTION made by Warren, seconded by Hughes, to forward to the Village Board with a positive recommendation to approve the purchase of a 2020 Maclean MV4.1 Municipal tractor to include a 5-year powertrain warranty from Miller Bradford for an amount not to exceed \$163,500.00 contingent on borrowing approval. Funds to be allocated from Acct. #40-553-570-8450.

Motion carried unanimously.

CTH Y JURISDICTIONAL TRANSFER: Dir. Ratayczak reported the Village and Washington County had reached an agreement to the terms of transferring CTH Y (Goldendale Road) from the northerly limit at STH 145 to the southerly limit at Mequon Road for a total of 3.1 miles. Washington County has participated in this Program for many years with many surrounding communities within the Washington County limits. Dir. Ratayczak further explained the summary of the agreement which was provided to the Committee in a table format.

It was noted Washington County would complete improvements to the Goldendale/Freistadt Road intersection as recommended in a traffic analysis performed by Washington County. The financial aspect of the transfer would fairly compensate the Village; the Village would have control of speed limits, driveway access, etc., as the area developed; and if approved, the levy limit would increase by \$42,460 per year for operating costs & the County levy would decrease by the same amount.

Scott Schmidt, Washington County Highway Commissioner, noted the General Transportation Aide was also based on mileage and therefore the general transportation aide the Village would get from the State by adding 3.86 miles would go up as well. The operating levy was averaged and based on the maintenance costs of the roadway. Mr. Schmidt further explained the County Administrator comes together with all municipalities to come up with a comprehensive plan on what road jurisdictions should be for the whole County including cities and villages and what State roads should be owned by the County. In looking at the plan it was decided Germantown would be a good candidate for a jurisdictional transfer and put an offer on the table for Germantown to consider. If the Public Works Committee would approve the transfer, the Village Board would need to pass a Resolution on the transfer. A Road Agreement would then be drafted. The Town of Germantown was aware that they would be included in the Agreement as it would be a requirement for the Village to annex 33' of right of way on the east side of Bonniwell Road to the distillery. Washington County will meet with the Town to discuss the process. Once the transfer paperwork is complete, the paperwork will go to the State of Wisconsin for their approval. Discussion followed. Dir. Ratayczak noted discussion with Washington County stated they would complete the Goldendale/Freistadt Road reconfiguration before the jurisdictional transfer.

Trustee Zabel commented that he wasn't sure that the Village ever adopted the southeast WI jurisdictional map. He liked the idea of control of the roads and that the taxes go to the County and that the County would do certain projects. Commissioner Schmidt replied the Village would not have had to adopt the jurisdictional map. Discussion continued regarding intersection jurisdiction; truck traffic routes and road conditions of some of those routes; and the traffic study.

MOTION made by Warren, seconded by Hughes to forward to the Village Board with a positive recommendation to approve the jurisdictional Transfer of CTH Y from Washington County to the Village of Germantown.

Motion carried 3-1(Zabel)

LETTER OF CREDIT REDUCTION – WRENWOOD:

MOTION made by Zabel, seconded by Warren authorizing staff to reduce the Wrenwood, LLC Letter of Credit by \$1,410,434.00 for utility and roadway improvements completed for the Wrenwood development.

Motion carried unanimously.

LETTER OF CREDIT RELEASE – RAINBOW CHILDCARE:

MOTION made by Zabel, seconded by Warren authorizing the release of the Rainbow Childcare of Wisconsin cash Letter of Credit in the amount of \$45,395.10 for all public improvements completed.

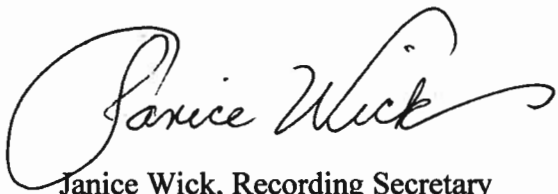
Motion carried unanimously.

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, March 3rd at 6:00 p.m.

ANNOUNCEMENTS: None.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:46 p.m.

A handwritten signature in black ink, appearing to read "Janice Wick". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail.

Janice Wick, Recording Secretary

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3rd, 2020

AGENDA ITEM: New Business

ITEM TITLE: Consideration of 2020 Sealcoat Projects

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review a list of potential sealcoating projects. The overall budget for this type of work is around \$480,000.

The projects being presented are in both subdivisions and/or rural areas. Roads such as Cedar Lane, Bonniwell, Country Aire, and Hilltop are excellent candidates for a chip seal. Subdivisions such as Shadowood, Happy Hollow, Forest Heights, and Prairie Glen could benefit from an asphalt rejuvenator such as GSB-88.

The estimate for all of the work listed in the attached spread sheet is close to \$400,000. Over the past 5 seasons we have been spending between \$250,000 and \$300,000 on sealcoating.

Staff is looking for input on things such as, what type of applications could be used, how much money should be spent, and where and/or which roads should be included. Additionally, if there are areas not mentioned that Committee feels should be considered, please include those at this time.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Per Committee Direction

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.

STREET NAME	FROM	TO	LENGTH	WIDTH	EST. CUBIC YARDS	UNIT \$	EST \$	2019 PASER
CEDAR	DIVISION	MAPLE	5,280	22	12,910			7
CEDAR	WASAUKEE	COUNTRY AIRE	5,333	22	13,050			7
BONNIWELL	COUNTRY AIRE	DIVISION	9,930	22	24,300			7
COUNTRY AIRE	PIONEER	BONNIWELL	5,280	20	11,750			9
HILLTOP	FREISTADT	EDGEWOOD	5,597	22	13,700			8
HILLTOP	MEQUON	HWY 175	4,805	22	12,300			5
TOTAL					88,010	\$3.50	\$308,000	
SHADOWWOOD LN	GOLDENDALE	SHADOWWOOD DR	581	29				7
SHADOWWOOD DR	SHADOWWOOD LN	WOODLAND	2,165	29				7
SHADOWWOOD CT	SHADOWWOOD LN	TERMINI	317	29				7
WOODLAND	SHADOWWOOD LN	JAMESTREE	1,003	29				7
WOODBERRY PASS	JAMESTREE	SHADOWWOOD	634	29				7
WOODBERRY CT	SHADOWWOOD LN	TERMINI	317	29				7
JAMESTREE	WOODLAND	SHADOWWOOD	2,112	29				7
TOTAL			7,129		23,000	\$1.30	29,900	
HAPPY HOLLOW	COUNTY LINE	INDIAN PRKWY	1,848	22				8
WHITEHORSE DR	HAPPY HOLLOW	INDIAN PRKWY	2,006	22				8
INDIAN PRKWY	AMY BELLE	WHITE HORSE	1,109	22				6
TOTAL			4,963		12,000	\$1.30	15,600	
FOREST	MEQUON	ELM	2,693	22				8
ELM	TERMINI	TERMINI	633	22				8
CRESTVIEW	TERMINI	TERMINI	2,693	22				8
EQUINE	CRESTVIEW	TERMINI	317	22				8
MARTIN	TERMINI	TERMINI	1,056	22				8
TOTAL			7,392		18,000	\$1.30	23,400	
TRILLIUM	WASAUKEE	CONEFLOWER	462	28	1,437			7
CONEFLOWER	TRILLIUM	TRILLIUM	1,753	26	5,064			7
STRAWGRASS	TRILLIUM	PAVEMENT CHANGE	1,391	28	4,327			6
TOTAL			3,606		11,000	\$1.30	14,300	
GRAND TOTAL							\$391,200	

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday March 3rd, 2020

AGENDA ITEM: New Business

ITEM TITLE: Fire Station 2 - Fire Suppression

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Fire Station #2 has been experiencing pin hole leaks in the fire suppression main. This is the same condition we witnessed at Village Hall. We know from those experiences when this starts to occur the problem does not get better. For years at VH we spent tens of thousands of dollars "chasing a problem". Our first step at VH was to install a nitrogen generation system. While this was not money wasted it did little to stop the pin hole leaks. The deterioration of the pipes was at a point that the nitrogen generation system was not effective. For those reasons we are recommending that we replace a portion of the fire suppression main at Fire #2 AND add a nitrogen generation system. The nitrogen generations system is needed in this case, because we are installing new pipe. The nitrogen "preserves" the new pipe and is an industry practice on new installation.

An accurate estimate for this work is \$40,750. We also recommend that we pay for an exploratory look at the piping above the offices (approx. \$1,200). Funds for this work can be used from monies carried over from 2019. \$29,205 for the nitrogen generation system at fire 2 (10-519-570-8222), and \$20,000 for the nitrogen generation system budgeted for the library (10-519-570-8251). Please note that this project would only replace a portion (about half) of the main at Fire 2. The other portion is more expensive to replace due to its location and difficulty in performing the actual work. It is for this reason that staff is recommending that portion of the system be inspected. IF the report shows that replacement is recommended staff would budget for this in 2021.

If this is the direction that is chosen, the Library could also be addressed in 2021. As of now we are not seeing the same level, or any leaks there. Adding a nitrogen generation system onto a facility as old as the Library would have a limited impact. At this time the return on such an investment is debatable; therefore, staff would recommend a "wait and see" approach regarding the fire suppression system at the Library.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER __x__

RECOMMENDATION:

Staff recommends authorizing staff to move forward with this project and pursue competitive bidding for its ultimate completion.

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 & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3rd, 2020

AGENDA ITEM: New Business

ITEM TITLE: Well #11 Maintenance Rehab

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

Well #11 located at N112W13575 Mequon Rd. is undergoing a full maintenance rehab. We will be pulling the pump, welded column pipe, cathodic protection, televising the cased region and bore hole. We will then be scrubbing and cleaning the casing and bore hole. Internal staff and other mechanical services will be working in concert as we repair/replace items that have passed their service life.

Once the pump is pulled it will be evaluated for reuse and rebuilding. If it can't be reused, we will purchase a new one. The pump will be reinstalled with the existing column pipe that was salvaged. Any components in the reassembly process that need replacing will be at the supplemental bid schedule price. It should also be noted that during the original construction of this Well, difficulties with degradation of the pumping equipment was experience due to high levels of stray electrical voltage that could not have the source located and remained. This caused the initial pump to fail with the remedy to weld the pump shaft during reinstallation.

Since this is considered maintenance on the existing Well, three well contractors were solicited for bids and publicly opened on February 26, 2020. The proposals from the contractors submitting complete bids are as follows:

- Municipal Well & Pump: **\$154,220.00**
- CTW Corporation: **\$114,520.00**

- Ground Source: **This bid was not complete and therefore ruled as non-responsive due to no acknowledgement of the addendum.**

In addition; as a part of the bid, staff included a Supplemental Section in the bid to address items that may not be reusable, and which cannot be determined as reusable until the Well is pulled. This section totals \$90,860.00.

Staff has reviewed the bids and recommends the contract be awarded to CTW Corporation.

The start date of this project may be postponed due to continuing work on the Northeast Interceptor project on the Well Site.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends awarding the contract to CTW Corporation in the amount of \$114,520.00; in addition staff is requesting the full amount of the Supplemental Part B bid schedule in the amount of \$90,860.00 to be included in the recommendation for award. Therefore, the total amount requested for award is \$205,380.00.

The amount will come out of the Maintenance Account #50-722-530-6300

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 & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2020

AGENDA ITEM: New Business

ITEM TITLE: Historical Society Funding Agreement- Dheinsville Park Pavilion

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The Village of Germantown and the Historical Society proposed to enter into a Funding Agreement for the purpose of contributing funds towards the construction of the Dheinsville Park Pavilion project. The project funding is comprised as follows:

- | | |
|--------------------------|---------------------|
| • Village of Germantown; | \$150,000.00 |
| • Historical Society; | \$255,000.00 |
| • Tourism Commission; | <u>\$163,000.00</u> |
| TOTAL | \$568,000.00 |

The agreement is attached for review.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Funding Agreement between the Historical Society and the Village of Germantown

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve entering into the Funding Agreement with the Historical Society for the purpose of the construction of the Dheinsville Park Pavilion.and recommends forwarding with a positive recommendation to the Village Board.

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.

**DHEINSVILLE PARK PAVILION FUNDING AGREEMENT
BETWEEN GERMANTOWN HISTORICAL SOCIETY, INC.
AND THE VILLAGE OF GERMANTOWN**

THIS FUNDING AGREEMENT ("Agreement"), made as of the ____ day of March, 2020, by and between Germantown Historical Society, Inc. ("GHS"), a Wisconsin corporate entity, and the Village of Germantown ("Village"), a Wisconsin municipal corporation (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, GHS desires to construct a pavilion at Dheinsville Park and has raised funds sufficient to pay for a portion of the design and construction of the pavilion (the "Project"); and

WHEREAS, the Village has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the Village and the residents of the Village; and

WHEREAS, the Village does not have funds sufficient to construct the Project in a time and manner that would otherwise support GHS and its use of Dheinsville Park for events;

THEREFORE, for the consideration of the mutual promises made by the parties to this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. This Agreement becomes effective immediately upon signature by both parties and shall end when the Village receives final payment from GHS; or when this Agreement is otherwise terminated as set forth herein.

2. The Village will cause the Project to be constructed in accordance with the terms of this Agreement, the approved plans, and all local, state and federal laws, ordinances, approvals, licenses, and regulations, except for minor changes to the plans as may be approved by Village staff which will not have a material adverse effect on the Project. The Village is solely responsible for planning, design, construction and maintenance of the Project, including the selection and payment of consultants, contractors, and materials. Construction shall be completed not later than August 31, 2020.

3. After the Project is completed, the Village shall have responsibility for the use and maintenance of the Project consistent with its use and maintenance policies in place for all other similar park structures.

4. GHS shall make a minimum of contribution to the cost of the Project of \$255,923.00 (the "GHS Contribution"), to be payable to the Village as follows:

a. An initial minimum payment of \$200,000.00 shall be made not later than May 31, 2020.

b. Thereafter, commencing on January 1, 2021, GHS shall pay to the Village a minimum of \$5,000.00 a year each year for up to 10 years; except that on January 1, 2031, GHS shall pay to the Village any remaining balance of the GHS Contribution.

5. The Village recognizes that GHS has raised some of the GHS Contribution utilizing the sale of naming rights for the Project. GHS shall provide the Village with a list of all naming rights sold for approval by the Village Administrator, which approval shall not be unreasonably withheld.

6. The Village shall identify GHS as a funder in informational literature and signage.

ARTICLE II DEFAULT AND REMEDIES

7. The occurrence of any one or more of the following events shall constitute a default ("Default") under this Agreement.

a. GHS shall fail to pay any amounts due under this Agreement on or before ten days following the date when the Village delivers written notice thereof; or

b. Except as provided for in (a), GHS or the Village shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

c. Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

d. GHS shall: (i) become insolvent or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States

Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed under 11 U.S.C. § 303(j) for a period of ninety (90) days or GHS shall file an answer to such a petition or application, admitting the material allegations thereof, unless the GHS within 90 days of this filing of the petition provides evidence of solvency satisfactory to the Village; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, unless the GHS within 90 days of this filing of the petition provides evidence of solvency satisfactory to the Village, or have a receiver or custodian appointed for any of its assets or properties, with or without consent; or (vi) adopt a plan of complete liquidation of its assets; or

e. If GHS shall cease to exist; or

8. Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

9. GHS shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the Village's rights against GHS under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving GHS. Any and all such fees, costs and expenses incurred by the Village which are to be paid by the GHS, shall be paid by GHS to the Village within 90 days following delivery of invoices documenting the costs.

10. In addition, upon a default by GHS, the Village shall have the option, in its sole discretion, to terminate the Agreement and the construction of the Project; and upon such termination to seek recovery from GHS of all costs and expenses involved in terminating the construction contract including any penalties. After construction, upon a default by GHS, the Village shall have the right, in addition to all other available remedies available under the law, to prohibit GHS's use of Village facilities including Dheinsville Park and the Project.

ARTICLE III MISCELLANEOUS PROVISIONS

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

13. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

14. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

15. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

16. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

17. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Washington County.

18. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

- a. In the case of GHS is addressed to or delivered personally to:

Jeff Dhein
Germantown Historical Society, Inc.
PO Box 31
Germantown, WI 53022

- b. In the case of Village is addressed to or delivered personally to:

Mr. Steven R. Kreklow, Administrator
Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022

With a Copy to:

Mr. Brian C. Sajdak, Village Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

19. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by Village with respect to obligations of Village under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

20. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

[Signatures appear on the following pages]

VILLAGE OF GERMANTOWN,

Dated: _____

BY: _____
Dean Wolter, President

ATTEST:

BY: _____
Deanna L. Braunschweig, Clerk

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of March, 2020, the above-named Dean Wolter and Deanna L. Braunschweig, in their capacity as President and Clerk of Village of Germantown, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipal corporation, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

Approved as to Form:

Brian C. Sajdak, Village Attorney

GERMANTOWN HISTORICAL
SOCIETY, INC.

Dated: _____

BY: _____
Jeff Dhein, President

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of March, 2020, the above-named Jeff Dhein, in his capacity as President of Germantown Historical Society, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2020

AGENDA ITEM: New Business

ITEM TITLE: Dheinsville Park-Pavilion

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The Village of Germantown advertised and received three (3) complete bids on December 18, 2019 for the construction of the Dheinsville Park- Pavilion. The original estimate furnished by the Historical Society was \$320,000.00. The low bid was submitted by Keller, Inc in an amount of \$563,633.00. The summary of the bid results are as follows:

- | | |
|---------------------------|--------------|
| 1) Keller, Inc: | \$563,633.00 |
| 2) Cardinal Construction: | \$576,000.00 |
| 3) Selzer-Ornst, Inc | \$590,800.00 |

A fourth bid was received but not recognized as a responsive bidder due to an incomplete bid document.

After review of the bids the Director of Public Works recommends award of the bid to Keller, Inc. Also, Keller, Inc has previously agreed to extend their bid for 120 days from the date of opening in an effort of cooperation with the Village of Germantown.

Full funding for the project is available based on contribution from the Village of Germantown, the Tourism Commission and the Historical Society of Germantown.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER ____

NONE

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the awarding of the Dheinsville Park-Pavilion project to Keller, Inc in the amount of \$563,633.00 and recommends forwarding with a positive recommendation to the Village Board.

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 & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2020

AGENDA ITEM: New Business

ITEM TITLE: Reduction of Letter of Credit_ Harvest Hills Subdivision

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

The Developer of Harvest Hills Subdivision has requested a reduction to the Letter of Credit (LOC). This is the first reduction request. The current value of the LOC is \$1,339,689.05 and the developer is requesting a reduction in the amount of \$1,189,689.05 leaving a remaining amount of \$150,000.00.

The majority of improvements have been completed and accepted. Asphalt surface pavement, shouldering for surface asphalt and minor punch list items are remaining.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the requested reduction to a remaining amount of \$150,000.00 and recommends forwarding with a positive recommendation to the Village Board.

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 & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2020

AGENDA ITEM: New Business

ITEM TITLE: Holy Hill Road Area Traffic Impact Analysis (a Cooperative Agreement)

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

When understanding the existing, planned and potential development along Holy Hill Road and the I-41 ramps in the Villages of Germantown and Richfield the WisDOT has requested that a WisDOT TIA (Traffic Impact Analysis) be conducted for this Holy Hill Road corridor. The Village of Germantown has taken the lead on this traffic study which will also include partnering with Washington County Highway Department, the Village of Richfield and a private property owner in the Village of Richfield. The cost of the TIA is \$29,000.00 and will be evenly distributed among the four (4) partnering entities.

The individual cost to each group is \$7,250.00 with the Village of Richfield responsible for the payment from the private property owner.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER __X__

- TIA Cost Sharing Agreement

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the request to enter into a Cost Sharing Agreement with the Village of Richfield and Washington County with an individual amount of \$7,250.00 and recommends forwarding with a positive recommendation to the Village Board.

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 & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2020

AGENDA ITEM: New Business

ITEM TITLE: Contract with TADI for Holy Hill Road Traffic Impact Analysis

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

When understanding the existing, planned and potential development along Holy Hill Road and the I-41 ramps in the Villages of Germantown and Richfield the WisDOT has requested that a WisDOT TIA (Traffic Impact Analysis) be conducted for this Holy Hill Road corridor. The Village of Germantown has taken the lead on this traffic study which will also include partnering with Washington County Highway Department, the Village of Richfield and a private property owner in the Village of Richfield. The cost of the TIA is \$29,000.00 and will be evenly distributed among the four (4) partnering entities.

The individual cost to each group is \$7,250.00.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER __X__

- TIA proposal from TADI

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the request to enter into a contract with TADI in the amount of \$29,000.00 and recommends forwarding with a positive recommendation to the Village Board.

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.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **Village of Germantown (Client)** and **Traffic Analysis & Design, Inc. (Engineer)**, based upon Client's intention to conduct a WisDOT TIA for the STH 167/Holy Hill Road corridor and the I-41 ramps in the Villages of Germantown and Richfield, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Additional invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.

9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.

11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337
Attn: Mr. Lawrence W. Ratayczak, P.E.

Engineer: Traffic Analysis & Design, Inc.
P.O. Box 128
Cedarburg, WI 53012
Attn: Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of February 17, 2020.

Village of Germantown (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By: 
John A. Bieberitz, P.E., PTOE

Date: 2/17/2020

ATTACHMENT A

SCOPE OF SERVICES

Engineer will prepare a WisDOT TIA from the 2017 Kwik Trip TIA (west of 41) and the 2019 Germantown TIA (east of 41) previously conducted by the Engineer for WisDOT acceptance/approval. As required by WisDOT, this will include an analysis with updated traffic counts (now that Kwik Trip is open and several businesses along Gateway Crossing are open/operational) and two buildout phases to determine both the initial build and ultimate buildout conditions and recommended improvements for each scenario.

WisDOT TIA Process

The scope for this TIA will build off of the previously completed Richfield and Germantown TIAs by the Engineer, but with modifications to the development plans (trip generation) and modifications to access (trip assignment), updated traffic counts and WisDOT traffic projections, resulting in changes to the total traffic assignment, intersection traffic control, and potentially changes to intersection geometrics. The study will consist of analysis of the existing Year 2020 conditions, Year 2025 conditions with the initial/planned phase of development buildout, and the Year 2035 conditions with the full/ultimate development buildout. As required by WisDOT, the study will be conducted per the current WisDOT TIA Guidelines for a Full TIA.

As required by WisDOT, the eight (8) study area intersections will consist of:

1. STH 167 with STH 175 (roundabout)
2. STH 167 with Wolf Road
3. STH 167 with the new public street to the north/Kwik Trip Access (signalized)
4. STH 167 with the I-41 southbound ramps
5. STH 167 with the I-41 northbound ramps
6. STH 167/Holy Hill Road with 48th Street
7. Holy Hill Road with Gateway Crossing
8. Holy Hill Road with Goldendale Road

The submittal will consist of a WisDOT TIA report with exhibits illustrating the updated traffic counts, level of service operations, trip generation, trip distribution, site plan(s), text, analysis procedures, signal warrant analyses, ICE analysis, recommendations, and conclusions with appendix of all intersection capacity calculations.

Task 1 - Data Collection

Due to the recent development and modifications along the STH 167/Holy Hill Road corridor, as required by WisDOT, Engineer will conduct current traffic turning movement counts at the following study area intersections for the following time periods.

- STH 167 with STH 175 (roundabout) – weekday 6 AM to 9 AM and 3 PM to 6 PM
- STH 167 with Wolf Road – weekday 6 AM to 9 AM and 3 PM to 6 PM
- STH 167 with the new public street to the north/Kwik Trip Access (signalized) – weekday 6 AM to 9 AM and 3 PM to 6 PM
- STH 167 with the I-41 southbound ramps – weekday 6 AM to 7 PM
- STH 167 with the I-41 northbound ramps – weekday 6 AM to 7 PM
- STH 167/Holy Hill Road with 48th Street – weekday 6 AM to 7 PM
- Holy Hill Road with Gateway Crossing – weekday 6 AM to 9 AM and 3 PM to 6 PM
- Holy Hill Road with Goldendale Road – weekday 6 AM to 7 PM

The traffic turning movement counts will be conducted to WisDOT standards with automobiles, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute intervals. The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis. Engineer will submit the traffic count data to WisDOT for development of the traffic projections for Year 2025 and 2035.

Engineer will coordinate with the Villages of Germantown and Richfield to obtain updated development plans for the study area. The development plans are expected to include locations, land use, square footage for both the initial phase of development and the full/ultimate buildout scenario.

Task 2 – Traffic Analysis – Year 2025 & 2035

Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by the proposed Initial Build (with the warehouse, commercial and industrial development to the east and west of I-41) based on the trip rates in the ITE Trip Generation Manual. Engineer will estimate the volume of traffic expected to be generated by the proposed full/ultimate build development (with the remaining areas for development for commercial, industrial and residential development to the west up to STH 175 and to the east extending to the east of Goldendale Road) based on the trip rates in the ITE Trip Generation Manual.

Traffic will be generated for the weekday daily, weekday AM and PM peak hours. The traffic generated will be distributed to the study area intersections based on the existing traffic patterns and expected future patterns. Engineer will assign the revised development traffic to the study area intersections for the weekday AM peak hour, PM peak hour and the 6 AM to 7 PM time period at the ramps and 48th Street.

Engineer will compile the balanced traffic count data, trip generation, distribution, and assignment in a WisDOT TIA Initial Review report and will submit the report to WisDOT and the Villages of Germantown and Richfield for review and approval.

If WisDOT requires additional intersections to be analyzed, additional time periods to be analyzed, additional scenarios to be analyzed, revised traffic assignment analysis, or additional analysis years to be analyzed, it will be considered additional work and will require a supplemental agreement.

Traffic Operational Analysis – Year 2025

Engineer will revise the traffic generation and traffic assignment, if needed, based on WisDOT comments of the TIA Initial Review. Engineer will utilize the traffic projection percentages/growth rates from the WisDOT traffic forecasts to determine the Year 2025 projections and will add-in traffic to the study area intersections expected to be generated from the initial buildout of the development to develop the Year 2025 Build traffic volumes

Engineer will analyze the eight (8) study area intersections previously described for the typical weekday AM and PM peak hours for the following scenarios:

1. Existing conditions with the updated traffic counts (for a basis of comparison)
2. Year 2025 Build conditions (with the initial phase of development) without additional intersection/signal improvements.
3. Year 2025 Build conditions with additional improvements as needed to achieve LOS D or better conditions for all traffic movements.

Engineer will make recommendations on intersection geometrics, turn bay length extensions and other improvements such as traffic control modifications required to provide LOS 'D' or better for all traffic movements at the study area intersections.

Engineer will conduct a WisDOT traffic signal warrant analysis and WisDOT ICE analysis for the STH 167/Holy Hill Road intersections with the I-41 ramps and 48th Street to determine the optimum traffic control for the intersections (2-way stop, 4-way stop, or traffic signal). For the traffic signal warrant analysis, Engineer will utilize the existing conditions and the Year 2025 Build Conditions data (existing traffic with the development traffic) and compare that data to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted. More specifically, all traffic volume warrants will be evaluated except for the Pedestrian Volume Warrant, School Crossing Warrant, and Crash Experience Warrant.

Traffic Operational Analysis – Year 2035

Engineer will utilize the traffic projection percentages/growth rates from the WisDOT traffic forecasts to determine the Year 2035 projections and will add-in traffic to the study area intersections expected to be generated from the full buildout of the development to develop the Year 2035 Total Build traffic volumes.

Engineer will analyze the eight (8) study area intersections previously described, plus an additional two intersections of Richfield Pkwy & Pleasant View Road and Holy Hill Road & Development access driveway east of Goldendale Road, for the typical Year 2035 weekday AM and PM peak hours for the following scenarios:

1. Year 2035 Background Conditions (traffic projections without any additional development) with and without improvements for the eight study area intersections
2. Year 2035 Total Build Conditions (Year 2035 Background Conditions with the proposed full/ultimate development buildout) without additional improvements above and beyond the Year 2025 recommended improvements for the ten study area intersections
3. Year 2035 Total Build Conditions with additional improvements above and beyond the Year 2025 Build Condition improvements, if needed.

Engineer will make recommendations on intersection geometrics, traffic signalization, channelization, and other improvements required to provide LOS 'D' or better for all traffic movements at the study area intersections.

If signal warrants were not met for existing or Year 2025 Build Conditions, Engineer will conduct a WisDOT traffic signal warrant analysis and WisDOT ICE analysis for the Year 2035 Total Build Conditions for the STH 167/Holy Hill Road intersections with the I-41 ramps and 48th Street to determine the optimum traffic control for the intersections (2-way stop, 4-way stop, or traffic signal). For the traffic signal warrant analysis, Engineer will utilize the Year 2035 Total Build Conditions and compare that data to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted. More specifically, all traffic volume warrants will be evaluated except for the Pedestrian Volume Warrant, School Crossing Warrant, and Crash Experience Warrant.

Task 3 – Report

A "draft" Updated TIA report/ICE analysis report, prepared per the WisDOT TIA Guidelines for a Full TIA, documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The report will include text, tables and exhibits. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit final copies to the Villages of Germantown, Richfield and WisDOT.

Task 4 - Meetings

No meetings are included in the base scope of this contract. If a meeting or meetings are required with attendance by the Engineer, it will be considered as additional services requiring a contract amendment.

SCHEDULE

Engineer will submit a WisDOT TIA Initial Review within three weeks after receiving authorization to proceed and the proposed development plans for initial build and full build conditions. Engineer will submit a draft Full TIA report to the Client within three weeks of receiving comment on the TIA Initial Review and the WisDOT traffic projections. Engineer will finalize the report and submit final copies to the Client within two days of receiving comments from the Client.

Should Client identify a need to expedite this schedule, every effort will be made to meet the Client's needs.

COMPENSATION

For the services described above, Client shall pay Engineer the lump sum fee of Twenty-Nine Thousand Dollars (\$29,000.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2020

AGENDA ITEM: New Business

ITEM TITLE: Village Labor & Equipment Rates - 2020

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

As the Village may be requested for personnel or equipment to assist in a project, staff typically prepares a list of rates to be charged for labor and equipment. For 2020 staff is recommending a 2.5% rate increase for labor and a 3% rate increase for equipment.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Proposed Labor and Equipment Rates for 2020.

RECOMMENDATION:

Staff recommends that the Public Works Committee forward on to the Village Board with a positive recommendation for approval.

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.

LABOR RATES -- 2020

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates		
	2018	2019	2020
Director of Public Works	\$75.12	\$78.54	\$80.50
Village Engineer	\$63.29	\$66.17	\$67.83
Project Engineer	\$54.52	\$57.00	\$58.42
Engineer Tech III / Land Surveyor	\$47.83	\$50.00	\$51.25
Land Surveyor/Survey Crew w/Robot	\$139.06	\$145.38	\$149.02
Highway Superintendent	\$54.19	\$56.66	\$58.07
Zoning Administrator/Planner	\$61.57	\$64.37	\$65.98
Civil Engineer	\$40.36	\$42.20	\$43.25
Record Drawing Documentation Preparation	\$48.00	\$50.19	\$51.44
Construction Inspection	\$48.00	\$50.19	\$51.44
Highway Maintenance Worker II	\$45.46	\$47.53	\$48.72
Highway Operators (Traffic Signals)	\$52.79	\$55.19	\$56.57
Water Superintendent	\$54.19	\$56.66	\$58.07
Waste Water Superintendent	\$54.19	\$56.66	\$58.07
Utility Operator	\$46.64	\$48.77	\$49.99
Clerical	\$36.77	\$38.44	\$39.41

NOTE: 2020 rates reflect a 2.5% increase to the 2019 wages.

EQUIPMENT RATES -- 2020

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2018	2019	2020
Cruz-Air	\$65.99	\$70.01	\$72.11
Case Backhoe & Loader	\$38.95	\$41.33	\$42.57
Michigan Loader	\$49.78	\$52.81	\$54.40
Case/John Deer Loader/Snow Plow	\$84.41	\$89.55	\$92.24
Case/John Deer Loader/Snow Blower	\$114.70	\$121.69	\$125.34
Single Axle Dump Truck (5yd)	\$35.71	\$37.88	\$39.02
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$57.35	\$60.84	\$62.67
Tandem Axle Dump Truck	\$47.62	\$50.52	\$52.03
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$70.34	\$74.62	\$76.86
Quad Axle Dump Truck	\$85.00	\$87.55	\$90.18
1-Ton Patrol Truck (2-3 yd)	\$27.06	\$28.71	\$29.57
1-Ton Truck w/Plow	\$33.55	\$35.59	\$36.66
Truck w/Water Jetter w/Aux. Power Unit	\$54.11	\$57.40	\$59.12
Aerial Lift Truck	\$67.09	\$71.18	\$73.32
3500- Truck w/ Utility Box & Crane		\$65.00	\$65.00
Pickup Truck	\$21.10	\$22.39	\$23.06
Pickup Truck w/Plow	\$30.30	\$32.15	\$33.11
Self Propelled Vibrating Roller	\$41.12	\$43.62	\$44.93
Self Propelled Non-Vibratory Roller	\$37.87	\$40.18	\$41.38
185 cfm Air Compressor (Portable)	\$30.30	\$32.15	\$33.11
Street Sweeper 40 Hp w/Front Mounted Broom	\$40.04	\$42.47	\$43.75
Vacuum Sweeper	\$88.73	\$94.14	\$96.96
Vac All	\$93.06	\$98.73	\$101.69
Sewer line Televising Truck	\$125.53	\$133.17	\$137.17
Combination Sewer Machine (pipe jetter & vac)	\$151.49	\$160.72	\$165.54
Mini Excavator	\$53.05	\$56.28	\$57.96
Skid Steer Loader w/Bucket	\$34.63	\$36.74	\$37.84
Skid Steer Loader w/Snow Blower/Broom	\$37.87	\$40.18	\$41.38
20" Enclosed Trailer		\$15.00	\$15.00
REX Valve Turner		\$83.00	\$83.00
10' Utility Trailer		\$12.00	\$12.00
Tar Kettle	\$36.79	\$39.03	\$40.20
Motorized Mower (24" & Under)	\$14.35	\$15.22	\$15.68
Motorized Mower (25"-47")	\$20.02	\$21.24	\$21.88
Motorized Mower (48" & larger)	\$23.27	\$24.68	\$25.43
Tractor w/Sickle or Flail Mower	\$49.78	\$52.81	\$54.40

Chain Saw	\$13.27	\$14.07	\$14.50
Hydraulic Saw	\$13.27	\$14.07	\$14.50
Hydraulic Pruner	\$13.27	\$14.07	\$14.50
Chipper	\$43.28	\$45.92	\$47.29
Generator (225 Kw)	\$61.68	\$65.43	\$67.40
Generator (Under 10 Kw)	\$27.06	\$28.71	\$29.57
Trailer Mounted Vacuum Excavator & Valve Turner	\$90.90	\$96.43	\$99.33
6 " Pump/Hose	\$33.55	\$35.59	\$36.66
4" Pump/Hose	\$28.14	\$29.85	\$30.75
3" Pump/Hose	\$23.27	\$24.68	\$25.43
Barricades-----DAILY COST	\$3.24	\$3.44	\$3.55
Traffic Control Signs-----DAILY COST	\$1.63	\$1.73	\$1.78
NOTE: 2020 rates reflect a 3% increase of 2019 rates			

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 3, 2020

AGENDA ITEM: New Business

ITEM TITLE: Lovers Lane & Century Lane Design Discussion

SUBMITTED BY: Lawrence Ratayczak, P.E.- Director of Public Works

SUMMARY EXPLANATION:

Staff brings this item to the PWHC for a general approval of the concept and for comments.

Lovers Lane (@ Division Rd) and Century Lane (@ STH 145) has been rated in the 2019 Paser Rating as a 1. In addition, these two (2) roads have been in a state of disrepair for many years. The engineering staff is suggesting a modified roadway solution to the inherent difficulties of building a continuous roadway that exists today. The inherent difficulties stem from lack of right-of-way, a commercial business operating within the roadway and drainage issues. The proposed design would create two roads ending in cul-de-sacs and eliminating the section of road with the commercial business. The commercial business section would remain private and have access only from STH 145. The design would include addressing any existing storm water drainage issues. An estimated cost base on draft plans is \$400,000.00-\$450,000.00.

Funds to construct the new roadway would come from the roll-over funds combined from the General Fund and CIP Funds.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __X__

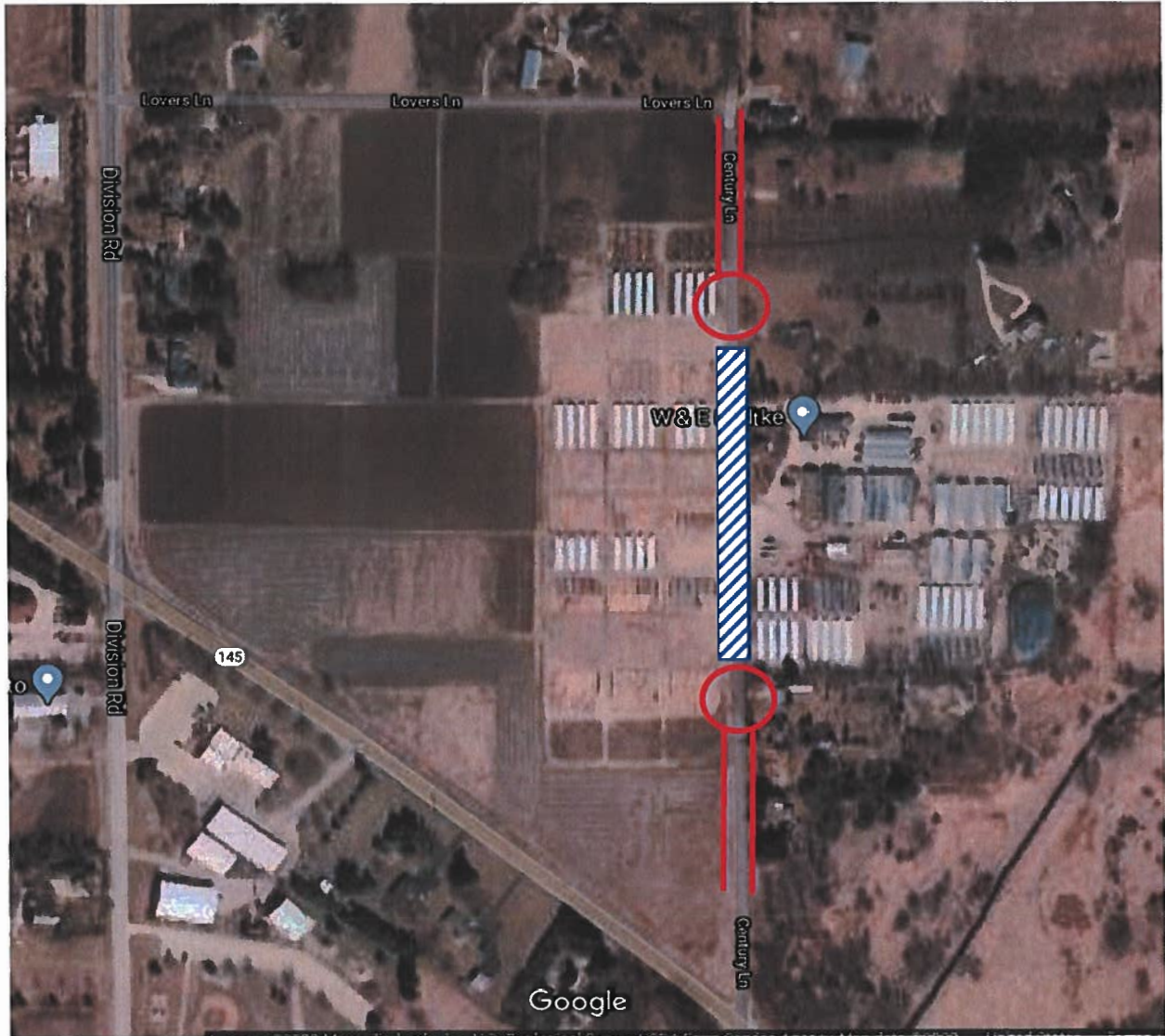
- General Layout Plan

RECOMMENDATION:

This item for discussion only.

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.



-  Proposed Road Layout
-  Roadway To Be Abandon

STATUS OF PROJECTS

March 3, 2020

- 1) Extension of Gateway Crossing from the current terminus point (cul-de-sac) to Rockfield Rd; bids were received on Dec. 18, 2019; Advanced Construction was low bid at \$1,396,848.70; engineering estimated cost was \$1.5Mil. Project includes san, wtm, stm, roadway, street lighting and turf restoration. Project estimate was around \$1.5 mil. Contracts are executed. Estimated start date is March 9, 2020 with estimated completion date June 1, 2020
- 2) Pavilion at Dheinsville Park; bids were received on December 18, 2019; Keller, Inc was low bid at \$563,000.00; Keller, Inc has agreed to holding their bid for 120 days to give the Village, Historical Society and Parks time to determine if funding of the project can be obtained. The project was estimated by the Historical Society at \$315,000.00. Project is in the last stages of finalizing the required funding and if completed project will be presented for award to Keller, Inc
- 3) Investigation by drilling for bed rock location completed along Holy Hill Rd westerly from Gateway Crossing to the Mobile Station revealed no bed rock in this area. This was completed for advance preparation for the design of sanitary sewer and water main to the west of Gateway Crossing. NO CHANGE
- 4) Sanitary Sewer and water main extension north of Holy Hill Rd through the Dielectric/Keller site has been completed and accepted by the sanitary and water utility. These utilities also serve the development north known as the Goldendale Development (Dickman). NO CHANGE
- 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 completed work from the terminus point on Country Aire Dr. to the existing manhole south of the Water Tower on Mequon Rd. Unfortunately a collapsed pipe within the 60" steel casing was discovered during testing and this section will be replaced. Minger has started work from their terminus int in the Wrenwood Development and has crossed under the railroad tracks heading westerly toward Lift Station #1. The proposed segment of pipe between manhole #3-#4 was determined to contain large rock (12"-30") and therefore the method of construction as bid will not be possible. A Change Order has been issued to utilize the same method as the adjacent downstream section which is to install a 48" RCP pipe by boring with a 24" PVC pipe for the carrier pipe (*this segment has been completed*). ALL 24" diameter pipe has been mandrel and air leakage tested and all have passed except for the failed section of pipe mentioned above. Force Main for Wrenwood Lift Station is also connected to terminus manhole. This

project completion date is estimated to be June 1, 2020, which includes the section west of the railroad tracks and the abandonment of Lift Station #1.

- 6) Auxiliary Fire Pump (Booster station pump) and associated water main have been installed, tested and placed in service. Submittal to PSC for Booster Station/Pressure Reducing Station has been sent. Booster station just received an additional customer with the Zilber #3 building just being completed and approved for occupancy. The Zilber #2 Building has been approved for occupancy. No known occupants at this time. Booster Station building, pumps and controls remains to be advertised for bids in early March. Submittal to the WIDNR is scheduled for March 2, 2020. Booster station approval from the PSC has been delayed due to new procedures for submittal/approval of the project.
- 7) Zilber Building #2 is complete but not yet occupied. Bldg #3 (furthest north) is occupied by Smart Warehousing. Building #2 final interior build out will take place when a tenant is secured.
- 8) Design of Holy Hill Road reconstruction plans have been postponed for a short period of time. Village staff along with consulting services from raSmith have submitted for WisDOT Funding through their MLS (Multimodal Local Supplement) grant program. This program has a maximum of 90% WisDOT/10% Local funding possibility. Applications were due 12/6/2019 and WisDOT has acknowledged receipt of the Village application. There is no set timeline for decisions to award the funding. NO CHANGE
- 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. Application for the Well will be in early 2020. NO CHANGE
- 10) Water Tower design is in progress, 400,000 gal capacity. Formal submittal sent to PSC. Start date TBD. Tower site review/approval by the PSC has encountered a few snags, due to PSC changes in procedure, that is delaying approval. NO CHANGE
- 11) CIPP (pipe lining) project bid on April 4, 2019. Contracts are executed, a meeting was held with Lanzo Technologies to discuss lack of progress to start project. Start date not yet determined, but Lanzo assures project to be completed by contract designated completion date of June 1, 2020. NO CHANGE
- 12) Park Avenue Reconstruction; Work is 99% completed, work remaining; 1) plant trees in spring 2020; 2) turf area has been stabilized and will revisit for grass growth in spring 2020; 3) several driveways to be revisited for slope of approach with intention to be corrected in 2019 NO CHANGE

- 13) PP/II project--direction from MMSD received regarding approved materials for lining laterals. DPW, Wastewater 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—Sidewalk placed, backfilling and turf restoration required in spring 2020. NO CHANGE
- 15) Wrenwood Development_ Ph #1 (Main entrance and the cul-de-sac to the south); sanitary sewer, water main, storm sewer, drainage ponds, grading, curb/gutter and binder pavement are complete. Lift Station construction continues with the Wet Well structure installed. Contractor also started installing sanitary sewer heading out of Wet Wet. Anticipated completion date for Lift Station to be On-Line is June 1, 2020.
- 16) 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, new controllers from WIDOT have been installed. This is a group effort between the Village of Germantown, Village of Menomonee Falls and the Wisconsin Department of Transportation. All controllers can see and communicate with each other. Work remaining is for DOT to migrate the new Controllers into their Traffic Management System.
- 17) 2019 Road Improvement project; Completed
- 18) 2020 Road Program is currently being advertised for bids which will be opened on March 12, 2020
- 19) Remaining walkway on Wasauke Rd from Prairie Glen II development to Mequon Rd did not get completed in 2019. Estimate of time TBD. This work to be completed in 2020. Developer is aware of having to complete walkway.
- 20) Glenwood Area sanitary sewer, water main and road project schedule remains undetermined. Plans have been started by engineering staff. NO CHANGE
- 21) PASER Rating of Roads: Pavement and Surface Evaluation Rating (PASER) of Germantown's roads was completed. Staff completed with pavement ratings 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 IN 2020.

- 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. NO CHANGE
- 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. The Village of Richfield staff has presented an analysis to their Board showing that between 1) construction of a treatment plant in Richfield, 2) obtaining sanitary & water services from Jackson and 3) obtaining sanitary & water service from Germantown. The lowest cost is from Germantown. Staff is evaluating the volume of sanitary flow that would be permitted to Richfield.
- 24) Development of site plans for future DPW facility has begun. Review of existing buildings and future needs in progress. Evaluation of potential use/acquiring of adjacent land in progress. Including a new Police Building adjacent to DPW under evaluation. Administrator & DPW working on new evaluation based on direction from the Village Board. Design consultant has met with staff of the Police Department to begin to understand the needs of PD. Consultant has also located the previous study performed in 2008 which was performed to evaluate the needs in 2008 for a new PD building.
- 25) Staff has begun work to determine the number of Recycling customers currently being picked up that should be removed from the current list. Village staff has forwarded a list of housing units having 5 plus dwellings per address to Waste Management. Waste Management has sent a list of addresses at which they pick trash and or recycling. Staff is reviewing list from Waste Management and identifying the number of units at each address to arrive at a total number of units. This comparison will identify the units that the Village should cease collecting recyclables. Staff has identified approximately 1,300 units to date with additional addresses to process. No further progress at this time
- 26) Construction of the sanitary and water service to the proposed future Pavilion in Fireman's Park is completed. Demolition of the small garage and basketball court, installation of gravel base for walkways has been completed. New path lighting and Asphalt pavement to be completed in the spring of 2020.

- 27) Work has started on the commercial site known as the Goldendale Development by Dickman. The site is at the SW corner of Goldendale Rd & Rockfield Rd. The site will eventually have three buildings the largest to be home to the Illings Company. Sanitary and Water will come from the sanitary & Water just completed through the Dielectric/Keller site to the south. There are no public roads in this development. NO CHANGE
- 28) The WDNR has issued the draft Wisconsin Pollutant Discharge and Elimination System (WPDES) Permit. The Village DPW and Engineering staff will begin to evaluate what this means to the Village of Germantown. NO CHANGE
- 29) The Village has contracted with Ruekert-Mielke to develop and implement a Storm Water Pollution Prevention Plan (SWPPP) specific to the Village Recycling Yard. This is a requirement of the WDNR. NO CHANGE
- 30) The Village of Germantown and Washington County are jointly working on the Jurisdictional Transfer of CTH-Y (Goldendale Rd) to the Village of Germantown. The Germantown Village Board approved the transfer at the February 17, 2020 meeting. The limits of the transfer would be STH 145 (north end) and Mequon Road (south end). Staff continues to work on the final agreement.
- 31) At the request of the WIDOT the Villages of Germantown and Richfield have begun discussions with the WIDOT regarding traffic volumes at the intersection of Holy Hill Road and the WIDOT entrance ramps to I41. WIDOT has requested that a comprehensive traffic study be performed that would address the current state of development and the future development of the two Villages and the effect on the I41 entrance ramps. The Village of Richfield and Germantown are joining forces to retain TADI to perform the required comprehensive traffic analysis. This item is on the March 3, 2020 Public Works and Highway Committee agenda to enter into a contract with TADI. The cost to be shared by the Villages of Germantown & Richfield, Washington County and a private landowner in Richfield.
- 32) An evaluation of the Department of Public Works and the Engineering Department will be performed by the firm of "Public Administration Associates". The initial interviews of the management and administrative team will start on March 11, 2020. The purpose is to determine staffing requirements and if the current staffing positions (open & filled) are sufficient to address the current and future workload demands of these departments.
- 33) Design work has begun for the new EMC (Electronic Message Center) sign to replace the existing signs located between the Village Hall and the Library. The sign will be a double-sided sign that will produce multicolor images. Staff will present several options to the Building and Grounds Committee