

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: PUBLIC WORKS & HIGHWAY COMMITTEE

DATE AND TIME: TUESDAY, January 12, 2021 *6:00 P.M.*****

LOCATION: Germantown Village Hall Board Room

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings, capacity within the Board Room will be limited. Members of the body and citizens may also attend the meeting virtually through the WebEx platform, Meeting #126 524 1125 Password: NvHJwudM298 which can be accessed by phone at 408-418-9388 or by logging on <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mc74b9ef6429cc00da779be5c5dddf2a1> Citizens wishing to view the meeting are encouraged to watch the live broadcast of the meeting through Channel 25 on Spectrum cable. Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

- 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 Hudson, Miller, and Zabel
- III. **APPROVAL OF MINUTES:** November 10, 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. Mequon Road – Street Lighting
 - B. Sidewalk Maintenance Discussion
 - C. DPW Organizational Structure - The Public Works & Highway Committee may convene into closed session per Wis. Stats. §19.85(1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and may convene into open session to take such action as it deems appropriate.
 - D. U.S. EPA WIWA Risk & Resilience Assessment & Emergency Response Plan
 - E. Authorization for Blanket Purchase Order – Hydrant Replacements
 - F. Authorization for Blanket Purchase Order – Gate Valve Replacements
 - G. Well #3 – TONKA and HMO PLC Replacement

- H. PLC & HMI Upgrade - Wells #2-3-4-5-7 & Towers #1-2-3
- I. Well PLC Programming
- J. 5 Year Road Improvement Program - Discussion
- K. 2021 Road Improvement Program
- L. Graef Contract Extension – Engineering Department
- M. Change Order - Northeast Interceptor Project
- N. Engineering Design Services – Holy Hill Road Reconstruction Project

VI. PROJECTS UPDATE:

VII. NEXT MEETING DATE: Set February, 2021 Meeting Date and Time

VIII. ANNOUNCEMENTS:

IX. 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

November 10, 2020
Virtual WebEx & Village Hall Board Room

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

ROLL CALL: Chm. Kaminski, Trustee Members Hudson, Miller and Zabel. Also present were Dir. Ratayczak, Adm. Kreklow (Virtual), Atty. Sajdak (Virtual) and Secretary Wick.

APPROVAL OF MINUTES: MOTION made by Zabel, seconded by Miller to approve the Minutes of October 6th and November 2nd, 2020.

Motion carried unanimously.

PUBLIC COMMENT: None

DRAINAGE DITCHES – HILLTOP DR., FOX LANE, EDGEWOOD DR.: Dir. Ratayczak reported staff was in the process of completing the design of stormwater drainage improvements based on a survey of the area. A visual map of the area provided the proposed storm pipe layout with the Village's Prof. Land Surveyor Bob Beilfuss explaining the work to be done.

Dir. Ratayczak further noted the area was flat and therefore storm pipe was necessary. Material costs were approximately \$140,000 for 2000 feet of pipe. Project labor and equipment were additional costs. Upon completing a design plan, staff will obtain costs for Committee review. It was anticipated the project work would start late Spring or early Summer.

WOODLAND MANOR DRAINAGE - DISCUSSION: Dir. Ratayczak reported staff obtained an estimated cost of \$6,000-\$8,000 from R.A. Smith to complete a drainage study of the Woodland Manor area. The estimated cost was due to the undetermined amount of field work that may be required.

MOTION made by Miller, seconded by Zabel authorizing staff to complete a drainage study of Woodland Manor Subdivision not to exceed \$8,000.

Motion carried unanimously.

BLACKSTONE CREEK – PRIVATE/PUBLIC ROADWAY - INFORMATIONAL:

Staff has evaluated the request of the Blackstone Creek homeowners to transfer the private roadways to public roadways. Provided to the Committee was a summary of items that would be required by the Condo Association as none of the road or storm sewer was inspected by the Village's Engineering Department during construction in 2008. Also noted was detention ponds within the development would still be owned and maintained by the condo and subdivision HOA in perpetuity.

Prof. Land Surveyor Bob Beilfuss explained in 2008 Blackstone Creek was originally designed as a condo development. With the downfall of the economy and not being able to sell condominiums, the developer sub-divided the easterly and northerly section of the development. All roads within the development are still retained by the condo association. Interior roads and utilities were private and therefore not inspected under the Village's jurisdiction. Mr. Beilfuss added to convert the private roads to public roads, the condo association would need to remove the area of the roads from the development itself. The State would require 100% compliance or sign-off from every unit owner. In the areas of the subdivision where a 60 foot road right of way would be established, homeowners would lose portions of their land as a center line was never established. Discussion continued noting the following:

- Homeowners with mortgages would need to notify their lending institution to obtain authorization to change their mortgage or obtain a new mortgage.
- Fred Schmelzer, Condo President, recalled from the Oct., 2020 Public Works Committee meeting that the creation of bullet points by Village staff for the road conversion process would adjust the road right-of-way to 32 feet for the condominium owned properties and not the single family properties. It would be a huge effort but if the Village would except a 32 foot right-of-way then the Association would only be dealing with the 62 condo owners and not 136 homeowners.
- Mr. Schmelzer felt there was a precedence set for municipal trash and recycling collection with the creation of the Wrenwood development which was a mixed use of single family and condos receiving municipal trash services. The Blackstone Association was postponing discussion on municipal trash services until the private to public road request was addressed.
- Dir. Ratayczak stated the current width of the private roads were 32 feet curb to curb. There was no right-of-way terrace behind the curb. This would not allow the Village to work behind the curb for any type of work.
- T. Zabel – If the Village takes over the roads and maintains the roads, why would you expand the private road right-of-way an additional 16 feet? It would make more sense to narrow the amount of area the Village is responsible for. He suggested a 33 foot road right-of-way allowing for 1 foot behind curb. Anything wider would not work. You would not get the required setbacks or mortgage holders/banks to sign off.
- Dir. Ratayczak stated additional right-of-way was necessary and sited the example of snow removal. Is the Village setting a precedence if a 32 foot roadway is allowed within a 33' right of way area?
- Private roads fronting the single family homes have no setbacks as far as right of way. There was no right of way dedicated on the Final Plat. The road property is owned by the condo association.
- Chm. Kaminski recommended a Policy be established regarding public roads vs. private roads.
- Trustee Zabel stated up until 2020 all condominium projects had private roads. That changed with Wrenwood Subdivision.
- Atty. Sajdak explained the initial proposal for the Wrenwood Subdivision and condominiums was that the condominium road was going to be a mix of condos and single family homes. During discussion it was decided it made sense to make the roads all public as the Village was not going to plow half a road. He did not believe there was a change in the current policy with allowing the condominium road to be public. It was a circumstance that made sense and was not a point of discussion during the approval process.
- Mr. Schmelzer was questioned whether the Single Family/Condo relationship was outlined in the HOA documents. Mr. Schmelzer noted the condominiums own all the roads and ponds within the development. The Homeowners Association was totally separate. There was no document that linked the Homeowners and the Condo Associations together. The only relationship between the two was an easement agreement that gave the single family homeowners access to their homes, club house and pool using the condo association's roads. The Condo Association was totally responsible for maintaining the roads, club house, pool and the five ponds. There was no issue with the condominium owners. It was the single family homeowners within the

development who were not benefiting because most single family subdivisions have public services. The large pond on the north end of the development was created by the Village to support the Industrial Park and the Association is responsible to maintain it. There should be some sort of relief by the Village on these services. It was suggested on all future developments like Blackstone, staff should take a full look at the end product and what was being created.

- Atty. Sajdak stated the Village did not typically review subdivision declarations other than possibly specific items such as large retention ponds and who may be responsible for their upkeep.
- Discussion followed regarding retention pond management.
- If in fact the retention pond in Blackstone Creek takes the run-off from the Industrial Park, it was the opinion of Chm. Kaminski that this should not be.
- Trustee Hudson stated his subdivision had a retention pond that took run-off from property they do not own, and they are responsible for its upkeep.
- Mr. Schmelzer clarified the condominiums were maintaining and bound to maintain the ponds within the condominium portion of the development. They did not have a single property adjacent to those ponds. When the development was split creating single family homes, the pond maintenance agreement should have been re-worked making the single family homeowners association responsible for the upkeep of the two retention ponds and not the condo association. The pond management agreement is an agreement with the Village and the condo association.

In closing, Chm. Kaminski expressed if the Blackstone Creek wanted 60' public road right-of-way within the development, she did not have a problem with that. 33' public road right-of-way would not be acceptable. As for the pond maintenance and trash/recycling services, those could be discussed at a future Public Works Committee meeting.

Trustee Myers conveyed to take on additional roads was not favored. The Village was behind on reconstructing roads now. If the Village sets an example taking over private roads, we open pandora's box to let any other private road development to request public roads. The Village should not go into the Blackstone area.

MOTION made by Kaminski, seconded by Hudson to abide by staff's minimum number of requirements necessary for the Village to accept the roads and storm sewer within the Blackstone Creek development.

Motion carried 3 – 1(Zabel)

Bob Simonson, Treasurer commended Trustee Miller for his assistance on addressing the safety issue within their community. Trustee Miller explained the Public Safety Committee gave the Police Dept. authority to enforce traffic concerns on the private roads within the development.

Chm. Kaminski suggested the Blackstone Association contact the Director of Public Works if they choose to discuss trash, recycling, and ponds at a future Public Works Committee meeting.

MOTION made by Kaminski, seconded by Zabel to move to Item G under New Business of the Public Works Committee Agenda.

Motion carried unanimously.

WASTE MANAGEMENT CONTRACT EXTENSION – SOLID WASTE & RECYCLING: Adm. Kreklow provided for review the W.M. contract extension for solid waste and recycling. Waste Management had proposed the following rates for 2021 as the first year of a seven-year contract. Weekly waste collection (including carts) = \$9.24 per unit per month and Bi-weekly Recycling collection (including carts) = \$4.25 per unit per month. Starting Jan. 1, 2022 and each year thereafter, the rate will be adjusted by the CPI – US City Average – Water, sewer, and trash collection services with a minimum increase of 3% and a maximum increase of 4%. The contract will also include the following provisions:

- Bulk collection: The Village & Waste Management will schedule, on an annual basis a one-time per year Curbside Bulk Collection.
- Apartment Recycling: Apartments will have the opportunity to sign up for cart recycling service at a rate of \$1.00 per unit per month more than the Village pays at the time.

After the review of the W.M. proposal by DPW and Administration, staff recommended approval. Market conditions did not appear to be conducive to a formal bidding process as other communities reported a 2.5% to 5% increase per year. The longer term contract would provide the Village with stability in planning for future budgets.

Adm. Kreklow voiced concern as to where the Village may see significant increases in the future in the area of Recycling due to the flux in the Recycling market and therefore recommended a longer term contract.

Discussion followed to include;

- Year round landfill access for Germantown residents at a minimal cost per pound.
- Contract length of service and percentage increases.
- Require a Termination provision in the contract.

Dir. Ratayczak noted the current contract with W.M. expired Oct. 31, 2020. The Village requested and W.M. agreed to a two month extension of the current contract and terms. This would allow for the new 7 year contract to begin on January 1, 2021 which would coincide with the budget year.

MOTION made by Miller, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the award of a seven-year contract to Waste Management for the collection of the Village's trash and recycling based on Committee clarification of discussion points.

Motion carried unanimously.

CONSIDERATION OF INVOICE – CTW – WELL #3:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation authorizing the payment of \$26,485.00 to CTW for the emergency repair of a pump at Well #3. Funds to be allocated from Acct. #50-722-530-6330.

Motion carried unanimously.

CONSIDERATION OF INVOICE – D.F. TOMASINI – HYDRANT REPAIR:

MOTION made by Miller, seconded by Hudson authorizing the payment of \$11,845.00 to D.F. Tomasini for the hydrant repair on Squire Drive. Funds to be allocated from Acct. #50-742-530-6770.

Motion carried unanimously.

2021 WACHTEL ARBORICULTURAL CONTRACT:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to contract Wachtel Tree Science & Services to provide specific consultation services as it relates to many forestry related services at a cost not to exceed \$15,000. Funds to be allocated from Acct. #10-553-530-5290.

Motion carried unanimously.

JOHNSON CONTROLS – MAINTENANCE AND METASYS CONTRACT: Interim Supt. Anderson explained the Library's HVAC system had been historically handled by two separate contractors. Using two contractors to maintain the HVAC system has been sometimes difficult to get both contractors at the same time to resolve issues. This comes at a cost to the Village both financially and in not solving the issue in a timely manner. Staff has suggested entering a 3 year HVAC mechanical maintenance and Metasys agreement with Johnson Controls which should streamline problem resolution and cost savings. The maintenance portion of the contract comes with 27 hours of service performing preventative maintenance on all major components. Any maintenance not considered preventive will be billed separately. The first year contract is \$7,328.88, second year \$7,548.75 and third year is \$7,775.21.

MOTION made by Miller, seconded by Zabel to forward to the Village Board with a positive recommendation to enter into a three year Maintenance and Metasys contract with Johnson Controls for the Library's HVAC system at a total three year cost of \$22,652.84. Funds to be allocated from Acct. #10-519-530-5251.

Motion carried unanimously.

DPW SEASONAL & TEMPORARY POSITION – PAY INCREASE:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation approving the hourly wage increase as presented for the Department of Public Works Seasonal & Temporary positions.

Motion carried unanimously.

BEL AIRE LANE – DRAINAGE AREA: Dir. Ratayczak provided a detailed visual explanation with regards to a complaint of the aesthetics and wet base of a public drainage ditch between two properties on Bel Aire Lane. For many years staff had investigated issues in which a neighboring property believed ditch water was entering his drain tile causing his sump pump to run often. Dye testing confirmed no leaching of ditch water to the resident's home. Staff investigated downstream conditions to determine if any improvements could be made to improve

drainage. It was determined that directly on the south side of Bel Aire Lane was a wetland and therefore no ditching could be performed. Other options were investigated only to find there was not a way to access the area without the use of an extensive amount of a plywood platform to scrape the ditch out. Enclosing the ditch would be costly due to the amount of water that travels along the ditch. There was no easy way to get the water to drain better from the side yard lot of the property owner as it would involve going through wetlands which was on private property, no easements, and the area was heavily wooded. Years past staff had tried to regrade the ditch but found it was too flat. Discussion continued with the Committee agreeing staff leave this area alone as everything was functional.

WRENWOOD SEWAGE PUMP STATION – ADDITIONAL COST: Wrenwood Sewage Pump Station was included in the Developer Agreement for the Wrenwood Subdivision. The pump station serves the Wrenwood Subdivision, flow from the existing pump station #1 (soon to be abandoned) and future development. As part of the Developer Agreement, the developer was committed to pay a maximum amount of \$972,750.00 toward the station and any additional cost would be the responsibility of the Village Wastewater Utility. To cover the additional cost, the Wastewater Utility had a previous year's budget of approximately \$600,000. The additional cost attributed to the Village was \$264,000. The original cost estimate at the time the Developer Agreement was created was based on an engineer estimate and not actual bid cost.

MOTION made by Miller, seconded by Kaminski to forward to the Village Board with a positive recommendation to approve the maximum payment of \$275,000 to Neumann Companies for the Village's portion to construct the Wrenwood Sewage Pump Station.

Motion carried unanimously.

CN RAILROAD – PRIVATE ACCESS LICENSE: Dir. Ratayczak explained CN Railroad requires a private access license for the Village's Wastewater Utility to gain access to the sanitary sewer line installed as part of the Northeast Interceptor Sewer project. The access is within the CN Railroad right of way on the west side from Mequon Road going north. There is a one-time issuance cost of \$1,000.

MOTION made by Miller, seconded by Zabel to approve the Private Crossing License Agreement and one time fee of \$1,000 for access rights along the Northeast Interceptor Sewer by Wastewater Dept. staff.

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 December 1, 2020 at 6:00 p.m.

ANNOUNCEMENTS: None.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:50 p.m.

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

MEETING DATE: Tuesday January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: Mequon Road Street Lighting

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

Funds were added to the 2021 Highway Department budget in the amount of \$400,000.00 to address the lighting issue discussed at the Public Works committee meeting back in July of 2020. At the July meeting, there was discussion about WE Energies maintaining ownership of the lighting and the village having to pay for the new lighting that would be installed by WE Energies. This option leaves the village in a position of perpetual monthly rental and energy costs. There was also discussion about WE Energies abandoning the existing lighting and the Village contracting to have new lighting installed. This lighting would be owned by the Village and maintained by the Highway Department like most main throughfare lighting in the rest of the Village. The budgeted amount will cover either option that is chosen.

It is my opinion that the Village owned lighting is the better option for the Village in the long run. While this option may cost more upfront it would eliminate the perpetual monthly rental costs and the Village would own the asset. The Highway Department will also be able to provide quicker outage service and damage repair. If this is the direction we move, I can come back with pole and fixture options if the Committee prefers input as we progress.

If we want to complete this project in 2021, there is a fair amount of planning that we can start now. I want to ensure that I am moving forward in a direction that the Committee and Board agree with, and make sure that there is a commitment for this project.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends Village owned and maintained street lighting. Staff further recommends using Traffic Engineering Services to design a new lighting system that will be owned and maintained by the Village. Staff is requesting commitment to the project and approval to move forward with the design phase. Design is budgeted at and shall not exceed \$20,000.00. If approved, funds shall be allocated from account: 40-542-570-8850.

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: Tuesday, January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: Public Sidewalk Discussion

SUBMITTED BY: Scott Anderson, Interim Highway Superintendent

SUMMARY EXPLANATION:

At the last Village Board meeting a concerned resident spoke about the service provided by the Village as it pertains to winter maintenance of public walkways. Currently Village staff maintains roughly 20 miles of public walkways throughout the Village as time warrants. They are prioritized only after Village roadways and public building parking lots are completed. As directed, Village staff never maintains public walkways outside of normal business hours. At the last Board meeting, the Village Board directed the topic be discussed at the next scheduled Public Works Committee meeting. I am prepared to discuss the way we currently perform sidewalk operations and the time and costs associated with this maintenance.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff currently has no recommendation. This topic is for discussion only and no action is required.

COMMITTEE ACTION:

New Business Item: Reorganization of the Department of Public Works

Submitted by Steven Kreklow, Village Administrator
Public Works & Highways Committee
January 12, 2021

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Staff Turnover November 2019 to Date

- Four positions were vacated

Position	Previous Incumbent	Month Position was Vacated
Engineering Tech	Frank Rosecky	November
Village Engineer	Eric Nitschke	February
Civil Engineer	Ryan Ehlerding	August
Highway, Build., Grounds Supt	Jay Olszewski	September

- Engineering Tech Position filled in January 2021

2

PAA Completed Organizational Review in June

- Interviewed key staff and reviewed processes
- Developed three alternative organizational structures
- Recommended finalization of organizational structure by the end of 2020.
- Recommended 13 process improvements to be implemented during 2021.

3

Interim Action Steps

- Weekly DPW Management Team Meetings with Village Administrator to work on processes and communication.
- Village Administrator biweekly one-on-one meetings with DPW managers.
- Appointed Scott Anderson interim Highways, Buildings & Grounds Superintendent.
- Contracted with Graef for interim engineering assistance. Two Graef engineers working at Village Hall on a regular part-time basis.

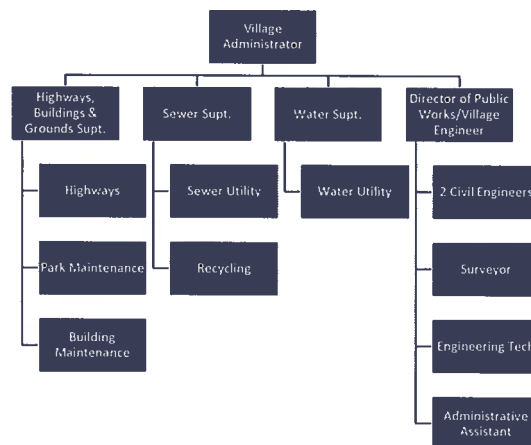
4

Proposed Long-term Structure

- Combine Director of Public Works and Village Engineer positions into Director of Public Works/Village Engineer.
- Add a second Civil Engineer position.
- Fill Civil Engineer positions over the course of the next 12-18 months as we can recruit good candidates and successfully integrate them into the organization.
- Three superintendents continue to report directly to Village Administrator.
- Make interim Highways, Buildings & Grounds Superintendent appointment permanent.
- Review salaries of three superintendents.

5

Proposed DPW Organization Structure



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Recommendation

- Approve motion directing the Village Administrator to implement the proposed reorganization.

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

MEETING DATE: January 12th, 2021

AGENDA ITEM: New Business

ITEM TITLE: U.S. EPA WIWA Risk and Resilience Assessment & Emergency Response plan.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

Following the U.S.EPA's mandated 2018 requirement for a Risk and Resilience Assessment (RRA) & Emergency Response plan (ERP) the Village of Germantown Water Utility is partnering with Ruekert and Mielke (R/M). They will help research, develop, and prepare required RRA and ERP plans. Since R/M maintains all the Utilities infrastructure and digital data along with the original EER from 2004, they are the most qualified to provide this service. This 2018 requirement is to be reviewed and updated every five years.

- **ERA & RRA Plans-R/M W233N2080 Ridgeview Pkwy, Waukesha, WI 53188 \$13,900.00**
-

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

RECOMMENDATION:

Staff recommends accepting the services agreement from R/M for the U.S. EPA's required RRA and ERP in the amount of \$13,900.00.

The amount will come out of the maintenance Account #50-742-530-6700

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.

November 27, 2020

Mr. Paul Haugen, Water Superintendent
Germantown Water Utility
Village of Germantown
P.O. Box 337
N122 W17177 Fond du Lac Avenue.
Germantown, WI 53022

Re: EPA AWIA Risk and Resilience Assessment & Emergency Response Plan

Dear Paul:

Thank you for the opportunity to provide engineering services for the above referenced project. The scope of the project is to provide a Risk and Resilience Assessment and Emergency Response Plan of the Village of Germantown's community water system that will comply with the requirements of America's Water Infrastructure Act (AWIA) of 2018. The Risk and Resilience Assessment will identify malevolent acts and natural hazards that threaten the water system. The EPA's Vulnerability Self-Assessment Tool (VSAT) will be utilized to identify risks to the water system and provide cost-effective measures to reduce risks and increase resilience. The Emergency Response Plan will provide strategies and procedures that can be implemented in the event that a malevolent act or natural hazard threatens the community water system. Information from the Risk and Resilience Assessment will be incorporated into the Emergency Response Plan. Ruekert & Mielke (R/M) is very familiar with the Village's water system and planning needs. R/M worked with the Village to develop the original Emergency Response Plan in 2004. In 2018, we performed a Village wide hydraulic flow data model that is shared and maintained in the GIS. R/M currently hosts the Village's enterprise GIS web application and works closely with the Water Department to manage their utility data and digital infrastructure tracking efforts. Based on our experience working with the Village and our recent discussions, we will provide the following services:

Risk and Resilience Assessment, VSAT EPA Software

1. Create Online Account with VSAT 2.0 (vsat.epa.gov).
2. Provide Utility Water Supply Info (MGD, \$/1000 gal, etc.).
3. Coordinate with Utility on any Utility Water Supply Info needed to complete Report.
4. Analyze Utility Resiliency in VSAT.
5. Analyze Utility Risk in VSAT. Identify which aspects of the utility are prone to a variety of threats.
6. Detailed Risk Assessment in VSAT. Assign chance of occurrence for different threats to the utility and identify consequences.

~Marketing Dept > PROPOSALS > Proposals 2020 > CT 05_JJW > Germantown, Village of > EPA AWIA Risk And Resilience Assessment > Haugen Germantown Water Utility proposal 20201127.docx~

Your Infrastructure Ally

ruekertmielke.com

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7. Provide Countermeasures based on step 6, Risk Assessment.
8. Generate Report from VSAT.
9. QA/QC Report.
10. Submit completed report to online portal and receive letter of verification proving the Report was submitted.
11. Submit verification letter to EPA, prior to June 30, 2021.

Emergency Response Plan (ERP) Report Based on Risk and Resilience Assessment

1. Download Emergency Response Plan (ERP) document template from EPA website.
2. Populate ERP document with basic water utility identification information.
3. Meet with Utility (approximately 2 meetings)
4. List and describe capacity or function of all primary utility components. This includes wells, storage tanks, pumping stations, water treatment facilities, chemical storage facilities, and any other key facilities.
5. Identify and list nearby industrial chemical production facilities that could impact the utility during accidental releases or natural disasters. Include distance to each facility and the likely chemical exposure pathway.
6. List location and quantity of utility safety info and materials. (e.g., PPE, emergency food supplies, toxic material handling equipment).
7. List other Utility safety information.
8. Provide an inventory of all available emergency response equipment including backup generators, backup pumps, extra fuel, etc.
9. List key local emergency and logistical services.
10. Determine and list emergency response roles based on personnel list. Roles should describe specific responsibilities for different kinds of emergencies.
11. Identify emergency response roles of local, state, and federal partnered organizations.
12. Provide contact information for all internal members with emergency response roles.
13. Provide contact information for all external members with emergency response roles.
14. List critical customers of the water utility, based on reliance or usage, who should be contacted with priority in the case of an emergency.
15. Provide inventory of utility communications equipment, e.g., radios.
16. List contact information for any media outlet that the utility may coordinate with to notify customers.
17. Insert public notification document template. Check that the template is compliant with state regulations.
18. Identify and list core procedures in the case of a malevolent act or natural hazard, largely based upon the Risk and Resilience Assessment.
19. Identify and list incident-specific procedures that are not part of core procedures, largely based upon the Risk and Resilience Assessment.
20. List alternative source water options and any interconnected utilities that can provide water in the case of an emergency, largely based upon the Risk and Resilience Assessment.

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21. List any other mitigation actions or controls implemented at the utility to prevent against threats, largely based upon the Risk and Resilience Assessment.
22. List the utility's detection strategies and methods for identifying different hazards, largely based upon the Risk and Resilience Assessment.
23. Coordinate with utility to gain any info to complete any outlying items in the ERP.
24. QA/QC the ERP

We propose to provide the above services for a lump sum cost of \$13,900. This cost proposal assumes combining the work of the "Risk and Resilience Assessment" and the "Emergency Response Plan".

Services not included in this scope:

1. Risk assessment modeling.
2. Water contamination modeling.
3. Any additional meetings or correspondence outside of the items listed in the scope of these services.

The above described professional services will be provided to you in accordance with the attached two-page **RM Standard Terms & Conditions** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

RUEKERT & MIELKE, INC.

Christopher L. Epstein, P.E.

CLE:slc
Enclosure

cc: Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.



Paul Haugen
Village of Germantown
November 27, 2020
Page 5

CLIENT NAME:

ENGINEER:

Village of Germantown Water Utility

Ruekert & Mielke, Inc.

Signature: _____

Signature: _____

Title: _____

Title: Steven C. Wurster, P.E.

Senior Vice President/COO

Date: _____

Date: _____

ATTEST:

Signature: _____

Title: _____

Date: _____

Designated Representative:

Designated Representative:

Name: _____

Name: Jerad J. Wegner, P.E.



Paul Haugen
Village of Germantown
November 27, 2020
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Title: _____

Title: Team Leader/Project Manager

Phone Number: _____

Phone Number: (262) 542-5733

RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS:



NEW REQUIREMENTS FOR DRINKING WATER UTILITIES

RISK AND RESILIENCE ASSESSMENT

Your utility must conduct a risk and resilience assessment and submit certification of its completion to the U.S. EPA by the following dates:

Important
Dates

- March 31, 2020 if serving $\geq 100,000$ people.
- December 31, 2020 if serving 50,000 to 99,999 people.
- June 30, 2021 if serving 3,301 to 49,999 people.

Recertification

Every five years, your utility must review the risk and resilience assessment and submit a recertification to the U.S. EPA that the assessment has been reviewed and, if necessary, revised.

Visit the U.S. EPA website to find more information on guidance for developing a risk and resilience assessment at <https://www.epa.gov/waterriskassessment/conduct-drinking-water-or-wastewater-utility-risk-assessment>.

Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems¹ that serve more than 3,300 people to complete a risk and resilience assessment and develop an emergency response plan.

EMERGENCY RESPONSE PLAN

Your utility must develop or update an emergency response plan and certify completion to the U.S. EPA **no later than six months** after risk and resilience assessment certification. Each utility deadline is unique; however, the dates below are the due dates for utilities who submit a risk and resilience assessment certification by the final due date according to the population served.

- September 30, 2020 if serving $\geq 100,000$ people.
- June 30, 2021 if serving 50,000 to 99,999 people.
- December 30, 2021 if serving 3,301 to 49,999 people.

Within six months of submitting the recertification for the risk and resilience assessment, your utility must certify it has reviewed and, if necessary, revised, its emergency response plan.

Visit the U.S. EPA website for guidance on developing an Emergency Response Plan at <https://www.epa.gov/waterutilityresponse/develop-or-update-drinking-water-or-wastewater-utility-emergency-response-plan>.

TOOLS OR METHODS

AWIA does not require the use of any standards, methods or tools for the risk and resilience assessment or emergency response plan. Your utility is responsible for ensuring that the risk and resilience assessment and emergency response plan address all the criteria in AWIA Section 2013(a) and (b), respectively. The U.S. EPA recommends the use of standards, including AWWA J100-10 Risk and Resilience Management of Water and Wastewater Systems, along with tools from the U.S. EPA and other organizations, to facilitate sound risk and resilience assessments and emergency response plans.

¹ Section 2013 of AWIA applies to community water systems. Community water systems are drinking water utilities that consistently serve at least 25 people or 15 service connections year-round.

Still have questions about the new AWIA requirements?
Contact the U.S. Environmental Protection Agency (U.S. EPA) at dwresilience@epa.gov.

Office of Water (4608T)
EPA-817-F-19-004
May 2019

FREQUENTLY ASKED QUESTIONS

I need more information about risk and resilience assessments and emergency response plans:

Risk and resilience assessments evaluate the vulnerabilities, threats and consequences from potential hazards.

What does a risk and resilience assessment include?

- Natural hazards and malevolent acts (i.e., all hazards).
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, and electronic, computer and other automated systems).
- Monitoring practices.
- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.

Who should I work with when creating my emergency response plan?

- Utilities must coordinate the risk and resilience assessments, as well as the emergency response plans with local emergency planning committees.

For more information, see www.congress.gov/bill/115th-congress/senate-bill.

What does an emergency response plan include?

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water.
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers.
- Strategies to detect malevolent acts or natural hazards that threaten the system.

I need more information on the certification process:

What do I need to submit to the U.S. EPA?

- Each utility must submit a certification of your risk and resilience assessment and emergency response plan. Each submission must include: utility name, date and a statement that the utility has completed, reviewed or revised the assessment. The U.S. EPA has developed an optional certification template that can be used for email or mail certification. The optional certification form will be available in August 2019.

Who can certify my risk and resilience assessment and emergency response plan?

- Risk and resilience assessments and emergency response plans can be self-certified by the utility.

How do I submit my certification?

- Three options will be provided for submittal: regular mail, email and a user-friendly secure online portal. The online submission portal will provide drinking water systems with a receipt of submittal. The U.S. EPA recommends using this method. The certification system will be available in August 2019.

When can I submit the initial certification?

- Utilities should wait to submit the initial certification to the U.S. EPA until the U.S. EPA publishes *Baseline Information on Malevolent Acts Relevant to Community Water Systems*, which is required under AWIA by August 2019.

Do I need to submit my certification to my state or local government?

- No. Section 2013 of AWIA does not require utilities to submit the certification to state or local governments.

How long do I need to keep a copy of my risk and resilience assessment and emergency response plan?

- Utilities need to keep a copy of both documents for five years after certification.

What if I do not have a copy of my most recent risk and resilience assessment?

- The U.S. EPA intends to destroy vulnerability assessments (VAs) submitted in response to the Bioterrorism Act of 2002, but if utilities would like to have their VA and certification documents mailed to them, contact WSD-Outreach@epa.gov, and on utility letterhead, include the utility name, PWSID, address and point of contact as an attachment to the email.

RESOURCES & TOOLS

Conducting a Risk and Resilience Assessment

- The U.S. EPA's Risk and Resilience Baseline Threat Document (available August 2019).
- The U.S. EPA's [Vulnerability Self-Assessment](#).

The U.S. EPA Website

- <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-2018-risk-assessments-and-emergency-response-plans>.

Developing an Emergency Response Plan

- [Emergency Response Plan Guidance](#).
- The U.S. EPA's [Emergency Response Webpage](#).
- [Local Emergency Planning Committees](#).

Still have questions about the new AWIA requirements?

Contact the U.S. Environmental Protection Agency (U.S. EPA) at dwresilience@epa.gov.

Office of Water (4608T)
EPA-817-F-19-004
May 2019

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

MEETING DATE: January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: Open Purchase Order – Hydrant Replacements

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting an open PO for contract services on a time and material bases to dig and replace as needed, fire hydrants, and lead and valve assemblies. Replacements would be due to a hydrant that is non-functioning, are hard to turn and/or need to be installed for system efficiency. Restoration would be included as needed. This is an ongoing replacement program, as we identify old and malfunctioning hydrants. Most repairs and replacements for a single hydrant cost on average \$5,000-\$10,000.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends authorizing water utility staff to hire as needed contract services for the replacement of the hydrant, lead and valve assembly not to exceed \$160,000.00.

\$160,000.00 was the approved budgeted amount and will come out of account #50-180-183-3480

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: January 12th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Open Purchase Order - Water Distribution Gate Valve
Replacements

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting an open purchase order for contract services on a time and material bases to dig and replace water system gate valves that do not work, are hard to turn, and to install new to the system for distribution efficiency to include restoration as needed. This is an ongoing replacement program.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends authorizing water utility staff to hire as needed contract services for the replacement of water system gate valves to include restoration at a total cost not to exceed \$25,000.00

\$25,000.00 was the approved 2021 budgeted amount from account #50-180-183-3430

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: January 12th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Well #3 – TONKA HMO PLC Replacement

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We would like permission to replace the existing PLC's and HMI (visual screen) in the HMO TONKA panel. These PLC's Programable Logical Controllers are used to control all the behind-the-scenes operations of the filtration system and have come to the end of their service life. We did not get (3) quotes as the HMO system is proprietary to TONKA and William/Reid is the vendor.

William Reid, P.O. Box 397, Germantown WI, 53022 \$28,600.00

ORDINANCE ____ RESOLUTION ____ OTHER ____ ATTACHMENT:X

RECOMMENDATION:

Staff recommends approval of the quote provided by William/Reid for the HMO PLC's and HMI at a cost not to exceed \$28,600.00.
Funds will come from Account #50-180-184-3972

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.

**WILLIAM/REID***A Division of Gasvoda & Associates, Inc.*

Quotation

Date: October 28, 2020**Quotation valid until:** November 27, 2020**Prepared for:**

Village of Germantown
C/o Paul Haugen
PO Box 337
Germantown, WI 53022

Prepared by: Patrick Ingle**Quotation Number:** 102820 PLI**Project Reference:** Well 3 Panel

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
1	Enhanced Automation Scope Attached, New PLC/HMI for Tonka Panel	28,600.00
1	Freight of all items to jobsite	
Total Price		\$28,600.00

TERMS: Net 30 days.**FREIGHT:** F.O.B. Shipping Point, with Freight Allowed to the Jobsite.**START-UP:** 3 day(s) of start up services are included. Any additional will be billed at our standard rate.**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.**SUBMITTALS:** 2 to 3 weeks after receipt of order.**DELIVERY:** 4 to 6 weeks after approval and authorization to proceed.**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.*Respectfully submitted,*

Patrick Ingle

262-420-7500

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com



**ENHANCED
AUTOMATION**

**Engineers – Integrators – Manufacturers
Of Industrial Automation and Control Systems**

W136N5239 Campbell Ct. Menomonee Falls, WI 53051 USA
Tel: 1 (262) 783-5970 Fax: 1 (262) 783-5974
www.enhancedautomation.com

QUOTATION

William Reid
PO Box 397
Germantown, WI 53022

Date: October 12, 2020
Quote No: Q18014JJ
Ref: Germantown, WI Well #3
Control System Upgrade

Atten: Patrick Ingle

Patrick

We are pleased to quote the following:

Control system upgrade for Germantown, WI Well #3

Plan is to keep existing control panel and field wires intact. Remove internal PLC and HMI, replace with new.

Scope of Work

- Replace/modernize the existing Allen Bradley SLC 503 PLC with an Allen Bradley Compact Logix PLC
- Replace/modernize the exist Allen Bradley door mounted HMI with an Allen Bradley Panel View Plus 10-inch version 7 HMI
- Remove existing PLC/HMI electrical components from cabinet and replace with new. Removal and install to be performed by Enhanced Automation.
- Add a 24vdc power supply and terminal blocks as required
- Add an ethernet switch
- Program the PLC and HMI to perform the operation of the filter
- Commission the system

Installation

Customer would need to plan for a minimum of two days for the system to be down.

Clarification

A site visit was made with Dave Beyer to well #3 to investigate the PLC upgrade for the well. Dave indicated that this PLC was being upgraded. Therefore, we quoted an ethernet communication upgrade to be done in conjunction with the well upgrade.

An ethernet cable will be required between the Tonka panel and the well #3 PLC. This was not included in this quote. Would the maintenance department for Germantown be able to perform this work?

Delivery: 4 to 6 to six weeks

Terms: FOB at The Enhancers, Inc., Menomonee Falls, WI. Freight prepaid and charged. Payment terms: net 30 days to approved credit. Subject to EA Standard Conditions of Sale. This quotation expires in 30 days.

Very truly yours,
Enhanced Automation
The Enhancers, Inc.

Jeff Jasinski

Q17140JJ

**ENHANCED
AUTOMATION**

Page 1 of 4



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

AUTHORIZATION TO PROCEED :

Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO #:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED:

Authorized Signature

PRINT NAME:

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

www.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.
2. Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:
 - A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.
 - B) 10% of remaining net order total due at time of release to production with no retainage allowed.
 - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

www.williamreidltd.com

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

MEETING DATE: January 14rd, 2021

AGENDA ITEM: New Business

ITEM TITLE: PLC and HMI Upgrade - Well's #2, #3, #4, #5, #7, #11 and Towers #1,2,3

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The water utility has evaluated all PLC's and HMI (visual/touch operating screens) in Well's #2, #3, #4, #5, #7 and Towers #1, 2, 3. These PLC's Programable Logical Controllers are used to control all the behind-the-scenes operations of the filtration system, pumping control, command remote operations and chemical feed operations and have come to the end of their service life. \$125,000.00 was the entire estimated budgeted amount for both programming and hardware.

Three PLC contractors were contacted:

- | | |
|---|---------------------|
| • Starnet Technologies, Franksville, WI | \$173,705.00 |
| • Enhanced Automation, Menomonee Falls, WI | \$153,351.90 |
| • Terminal-Andrea Inc, Milwaukee, WI | \$ 94,100.00 |

ATTACHMENT: ORDINANCE____RESOLUTION____ OTHER ____

RECOMMENDATION:

Staff recommends hiring Terminal-Andrea for the PLC & HMI Upgrades for Wells #2,3,4,5,7,& 11 and Towers #1,2,&3 for an amount not to exceed \$94,100.00.

Funds will come from Account #50-180-184-3972.

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.



2110 W. Clybourn St. • Milwaukee, WI 53233
December 8, 2020

Village of Germantown
Water Utility
19700 Riverview Dr.
Brookfield, WI 53045

Attention: Mr. Paul Haugen

Subject: Germantown Water PLC Upgrade REV.1

Dear Mr. Haugen,

Per the Ruekert & Mielke Scope of Work and site visits, please accept the following proposals for the projects mentioned above.

Tower 1:

- Furnish and install a new 30"x30"x12" electrical enclosure and sub panel.
- Reuse existing Micrologix 1400 PLC.
- Furnish and install 1609 Next Gen UPS, Deluxe Model, 1500 VA 120V AC and (3) 1609-SBAT (40C batteries) in new control panel.
- Furnish and install new 6" panel view HMI in new control panel.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Tower 1	\$5,980.00
FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS and 00/100	

Tower 2:

- Furnish and install a new 30"x30"x12" electrical enclosure and sub panel.
- Reuse existing Micrologix 1400 PLC.
- Furnish and install 1609 Next Gen UPS, Deluxe Model, 1500 VA 120V AC and (3) 1609-SBAT (40C batteries) in new control panel.
- Furnish and install new 6" panel view HMI in new control panel.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Tower 2	\$5,980.00
FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS and 00/100	

Tower 3:

- Furnish and install a new 30"x30"x12" electrical enclosure and sub panel.
- Reuse existing Micrologix 1400 PLC.
- Furnish and install 1609 Next Gen UPS, Deluxe Model, 1500 VA 120V AC and (3) 1609-SBAT (40C batteries) in new control panel.

- Furnish and install new 6" panel view HMI in new control panel.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Tower 3	\$5,980.00
FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS and 00/100	

Well 2:

- Remove existing Allen Bradley SLC 5/03 PLC, Panelview 1000 and Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in new control panel.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Well 2	\$15,675.00
FIFTEEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS and 00/100	

Well 3:

- Remove existing Allen Bradley SLC 5/03 PLC, Panelview 1000 and Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in existing control panel in generator room.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Well 3	\$12,475.00
TWELVE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS and 00/100	

Well 4:

- Remove existing Allen Bradley SLC 5/03 PLC and Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in existing abandoned VFD enclosure.
- Furnish and install new UPS in new enclosure.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Well 4	\$13,100.00
THIRTEEN THOUSAND ONE HUNDRED DOLLARS and 00/100	

Well 5:

- Remove existing Allen Bradley SLC 5/03 PLC, Panelview 1000 and Power Monitor 3000.
- Remove existing enclosure and replace with a 36x36x12 enclosure.
- Furnish and install new Power Monitor 5000 in 16x16 enclosure next to controls enclosure.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Well 5	\$16,325.00
SIXTEEN THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS and 00/100	

Well 7:

- Remove existing Allen Bradley SLC 5/03 PLC and Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in new enclosure.
- Furnish and install new CompactLogix Processor and listed I/O cards.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Well 7	\$13,385.00
THIRTEEN THOUSAND THREE HUNDRED EIGHTY FIVE DOLLARS and 00/100	

Well 11:

- Remove existing Allen Bradley Power Monitor 3000.
- Furnish and install new Power Monitor 5000 and listed hardware in existing control panel in generator room.
- Provide a new set of electrical drawings.
- All work shall be completed during normal working hours (straight time).

Description	Price
TERMINAL-ANDRAE Price for Well 11	\$5,200.00
FIVE THOUSAND TWO HUNDRED DOLLARS and 00/100	

Total Price of project for all sites \$94,100.00

NINETY FOUR THOUSAND ONE HUNDRED DOLLARS and 00/100

All work performed and equipment installed to meet NEC standards. If you have any questions regarding either our scope of work or this proposal, please do not hesitate to contact me.

Sincerely,
TERMINAL-ANDRAE INC

A handwritten signature in black ink that reads "Jon Scott". The signature is written in a cursive, flowing style.

Jon Scott
Project Manager

JCS/llc
Q2020168

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

MEETING DATE: January 12th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Consideration to hire Ruekert and Mielke for Well PLC Programming

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

All (6) wells and (3) water towers are past the PLC and operator interface service life and need to be upgraded. We would like permission to hire engineering and programming services from Ruekert and Mielke.

\$125,000.00 was the entire estimated budgeted amount for both programming and hardware.

Ruekert and Mielke, Inc., Ridgeview Parkway, Waukesha, WI \$77,760.00

ORDINANCE _____ RESOLUTION _____ OTHER _____ ATTACHMENT: X

RECOMMENDATION:

Staff recommends approval of the engineering and programming services by Ruekert and Mielke for the PLC upgrades for 6 Wells and 3 Water Towers for an amount not to exceed \$77,760.00. Funds will come from account # 50-180-185-3972

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.

December 22, 2020

Mr. Paul Haugen
Village of Germantown, WI
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022

Re: Water Utility SCADA System PLC and OIT Updates

Dear Paul:

Thank you for allowing us to work with you as you make plans to keep your Water Utility SCADA system up to date with the latest technology Programmable Logic Controller (PLC) and Operator Interface Terminal (OIT) hardware from Rockwell Automation.

This will be the third generation of SCADA hardware that Ruekert & Mielke, Inc. (R/M) has assisted the Village with since 1992. We appreciate this opportunity to provide these specialized services. R/M is uniquely qualified to perform this work based on our extensive experience with your SCADA system.

The general scope of services that R/M proposes to provide include:

1. Project supervision and coordination for Terminal Andrae Electrical contractor
2. PLC and Panelview OIT programming
3. Master SCADA PLC program modifications
4. AVEVA InTouch SCADA Human Machine Interface (HMI) software programming
5. Gateway PLC programming required to interface the new PLC's to the existing radio network
6. Provide temporary gateway PLC hardware at Wells 2,3 and 5. This hardware will be loaned to the Utility for temporary use until a SCADA radio system upgrade takes place
7. Rockwell Power Monitor programming and SCADA software integration
8. Complete system testing and project documentation review and coordination

Here is the labor summary and cost breakdown for each facility:

Water Towers #1, #2, #3: Existing PLC program modifications. New Panelview Operator Interface Terminal programming. Review and approve electrical drawings by Terminal Andrae. Cost: \$3,600.00 per site.

Well #2: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. New Panelview Operator Interface Terminal programming. Rockwell Power Monitor programming. Provide and program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. Review and approve electrical drawings by Terminal Andrae. Cost: \$12,240.00.

Well #3: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. New Panelview Operator Interface Terminal programming. Rockwell Power Monitor programming. Provide and program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. Programming to interface the SCADA PLC to the filter panel PLC. Review and approve electrical drawings by Terminal Andrae. Cost: \$12,960.00.

Well #4: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. Panelview Operator Interface Terminal programming. This station already has a new Panelview OIT. Rockwell Power Monitor programming. Program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. This station already has a temporary loaner gateway PLC installed. Review and approve electrical drawings by Terminal Andrae. Cost: \$11,520.00.

Well #5: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. New Panelview Operator Interface Terminal programming. Rockwell Power Monitor programming. Provide and program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. Review and approve electrical drawings by Terminal Andrae. Cost: \$12,240.00.

Well #7: PLC program conversion from Rockwell SLC hardware platform to new Rockwell CompactLogix hardware platform. Panelview Operator Interface Terminal programming. This station already has a new Panelview OIT. Rockwell Power Monitor programming. Program a temporary gateway PLC to interface the new CompactLogix PLC to the existing radio system. This station already has a temporary loaner gateway PLC installed. Review and approve electrical drawings by Terminal Andrae. Cost: \$10,800.00

Well #4: Limited PLC program modification. This PLC and Panelview OIT has already been upgraded to newer technology hardware. Rockwell Power Monitor programming. Review and approve electrical drawings by Terminal Andrae. Cost: \$7,200.00.

We propose to provide the preceding services on an hourly basis for an estimated amount of \$77,760.00. This amount includes reimbursables such as mileage and copies.

As you recall, we initially estimated \$25,000.00 for each well house upgrade. During contractor visits we added some additional scope items such as industrial grade Uninterruptible Power Supply (UPS) battery backup units at the well houses and towers. New control panel enclosures were also selected for the towers and at various wells to accommodate the new equipment.

The combined costs for hardware & installation, and programming are as follows:

1. Towers 1,2,3: \$9580 ea
2. Well 2: \$27,915
3. Well 3: \$24,715
4. Well 4: \$24,620
5. Well 5: \$28,565
6. Well 7: \$24,185
7. Well 11: \$12,400

We look forward to working with you on this project, and are prepared to begin work immediately upon your acceptance of this proposal.



Mr. Paul Haugen
Village of Germantown
December 22, 2020
Page 3

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in black ink that reads "David Beyer".

David C. Beyer
SCADA Systems Analyst
dbeyer@ruekert-mielke.com

DCB:slc
Enclosure(s)

cc: David W. Arnott, P.E., Ruekert & Mielke, Inc.
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.



Mr. Paul Haugen
Village of Germantown
December 22, 2020
Page 4

CLIENT NAME:

Village of Germantown

Signature: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature: Stanley R. Sugden
Stanley R. Sugden, P.E.

Title: President

Date: December 22, 2020

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: David C. Beyer

Title: Team Leader/Senior Project Manager

Phone Number: (262) 542-5733

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: 5-Year Road Improvement Program

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

SUMMARY EXPLANATION:

Village staff has developed a Five (5) Year Road Improvement Program, this is a change from the previous ten (10) Year Road Improvement Program completed by the previous Village Engineer. The Five-Year program will be the standard going forward. The ten-Year Program was evaluated and determined to be unrealistic and more of a wish list than realistic.

The attached map shows the proposed Five-Year plan. The road selection was performed with the PASER RATING given a majority of the weight in selecting roads with additional consideration within a PASER RATING to roads having a particular default that would require more immediate attention.

The goal of the Road Improvement Program is to achieve an average PASER RATING of 5. Currently, the average rating is 5.66.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER XX

- Individual Spreadsheets for each of the future 5 year pave program.
- Example of Spreadsheet utilized for tracking road, sanitary, water and street coordination

RECOMMENDATION:

Discussion only

2021					
Road	Begin Termini	End Termini	Road Length (LF)	2019 Paser Rating	Estimated Cost
Elm Ln	Termini	Wasaukee Rd	2006	2	\$400,000
Carriage Ave	Hudson Dr	Hidden Glen Ln	422	2	\$80,000
Creek Ter	Captains Dr	Creek Terrace Ct	370	2	\$55,000
Creek Terrace Ct	Creek Ter	Termini	158	4	\$25,000
Pheasant Ln	Termini	Country Aire Dr S (1)	1214	2	\$145,000
Crestwood Ln	Termini	Wasaukee Rd	1373	2	\$145,000
Russet Ct	Termini	Wasaukee Rd	422	2	
Lovers Ln	Knollwood Dr	Wasaukee Rd	1162	2	
Knollwood Dr	Wasaukee Rd	Westwood Rd	1372	2	\$525,000
Westwood Rd	Termini	Knollwood Dr	317	3	
Westwood Rd	Knollwood Dr	Wasaukee Rd	1003	3	
Concord Rd	Divison Rd	Colonial Drive	3749	6	\$130,000
				TOTAL:	\$1,360,000

Additional Roadways					
	Lovers Ln	STH 145	2112	1	Different Accounts
	CTH G	Century Ln	1320	1	Different Accounts
Optional / Additions					
Donges Bay Rd	Washington Rd	Wasaukee Rd	686	2	\$255,000

2022

Road	Begin Termini	End Termini	Road Length (LF)	2019 Paser Rating	Estimated Cost
Bonniwell Rd	Termini	CTH G	2006	2	\$210,630
Fawn Ln	Termini	Maple Rd	792	2	\$83,160
Holy Hill Rd	CTH G	Termini	2640	2	\$277,200
Lovers Ln	Maple Rd	STH 145	3749	2	\$393,645
Maple Rd	Holy Hill Rd	Rockfield Rd	211	2	\$22,155
Maple Rd	Holy Hill Rd	Rockfield Rd	1109	2	\$116,445
Contingent on 2021					
Donges Bay Rd	Washington Rd	Wasauke Rd	686	2	\$255,000
Optional Additions					
Holy Hill Rd	Termini	B St	792	3	Partially funded through LRIP. Any amount to save for this project?
Holy Hill Rd	Termini	B St	106	3	
Holy Hill Rd	B St	Gateway Crossing	1732	3	
Holy Hill Rd	Gateway Crossing	Gateway Ct	1732	3	
Holy Hill Rd	Gateway Ct	Cth Y	654	3	
TOTAL:					\$1,358,235

2023					
Road	Begin Termini	End Termini	Road Length (LF)	2019 Paser Rating	Estimated Cost
Bonniwell Rd W	Marquette Rd (Shadow Ln?)	Robin Hood Dr	3485	2	\$531,696
Bonniwell Rd W	Robin Hood Dr	Woodside Ln	950	2	
Bonniwell Rd W	Woodside Ln	Cth Y	581	3	
Cedar Ln	Maple Rd	Rocky Ln	2640	3	\$279,840
Fawn Ct	Meadowlark Ln	Termini	264	2	
Meadowlark Ct	Termini	Meadowlark Ln	211	2	\$358,174
Meadowlark Ln	Robin Hood Dr	Meadowlark Ct	528	2	
Meadowlark Ln	Meadowlark Ct	Fawn Ct	158	2	
Meadowlark Ln	Fawn Ct	Woodside Ln	422	2	
Robin Hood Dr	Bonniwell Rd W	Meadowlark Ln	581	2	
Robin Hood Dr	Meadowlark Ln	Termini	475	3	
Woodside Ln	Meadowlark Ln	Bonniwell Rd W	740	2	\$341,532
Dalebrook Dr	Freistadt Rd	Dolores Ct	370	3	
Dalebrook Dr	Dolores Ct	Patricia Ln	317	3	
Dalebrook Dr	Patricia Ln	Josephine Dr	158	3	
Dalebrook Dr	Josephine Dr	Termini	317	3	
Josephine Dr	Dalebrook Dr	Termini	317	3	
Patricia Ln	Termini	Neuland Dr	211	3	
Patricia Ln	Neuland Dr	Dalebrook Dr	845	3	
Dolores Ct	Dalebrook Dr	Termini	370	4	
Neuland Dr	Cth Y	Patricia Ln	317	4	
Rockfield Rd W	Cth Y	Termini	4963	2	\$526,078
				TOTAL:	\$1,511,242

Road	Begin Termini	End Termini	Road Length (LF)	2019 Paser Rating	Estimated Cost
Bonniwell Rd W	Marquette Rd (Shadow Ln?)	Robin Hood Dr	3485	2	\$531,696
Bonniwell Rd W	Robin Hood Dr	Woodside Ln	950	2	
Bonniwell Rd W	Woodside Ln	Cth Y	581	3	
Cedar Ln	Maple Rd	Rocky Ln	2640	3	\$279,840
Fawn Ct	Meadowlark Ln	Termini	264	2	\$358,174
Meadowlark Ct	Termini	Meadowlark Ln	211	2	
Meadowlark Ln	Robin Hood Dr	Meadowlark Ct	528	2	
Meadowlark Ln	Meadowlark Ct	Fawn Ct	158	2	
Meadowlark Ln	Fawn Ct	Woodside Ln	422	2	
Robin Hood Dr	Bonniwell Rd W	Meadowlark Ln	581	2	\$341,532
Robin Hood Dr	Meadowlark Ln	Termini	475	3	
Woodside Ln	Meadowlark Ln	Bonniwell Rd W	740	2	
Dalebrook Dr	Freistadt Rd	Dolores Ct	370	3	
Dalebrook Dr	Dolores Ct	Patricia Ln	317	3	
Dalebrook Dr	Patricia Ln	Josephine Dr	158	3	\$526,078
Dalebrook Dr	Josephine Dr	Termini	317	3	
Josephine Dr	Dalebrook Dr	Termini	317	3	
Patricia Ln	Termini	Neuland Dr	211	3	
Patricia Ln	Neuland Dr	Dalebrook Dr	845	3	
Dolores Ct	Dalebrook Dr	Termini	370	4	\$526,078
Neuland Dr	Cth Y	Patricia Ln	317	4	
Rockfield Rd W	Cth Y	Termini	4963	2	
				TOTAL:	\$1,511,242

**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: 2021 Road Improvement Program

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

SUMMARY EXPLANATION:

Proposed 2021 Road Improvement Program is revised from what was presented in previous years. One of the changes in evaluation is to look at the condition of the lowest PASER RATED roads no matter where they are located in the Village. Previous evaluation grouped roads by PASER RATING and in the same general area of the Village. Staff has determined that this may miss roads that have a higher need to be reconstructed. Higher need evaluation is utilizing the PASER RATING and unique condition of the individual road and not consider area grouping within the Village. In this manner staff utilizes flexibility to address roads in the poorest condition. For example, two roads rated at "2" may not be in the same need for repairs although having the same rating.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER XX

- Spreadsheet indicating the roads in the 2021 road program

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve the 2021 Road Improvement Program.

2021					
Road	Begin Termini	End Termini	Road Length (LF)	2019 Paser Rating	Estimated Cost
Elm Ln	Termini	Wasaukee Rd	2006	2	\$400,000
Carriage Ave	Hudson Dr	Hidden Glen Ln	422	2	\$80,000
Creek Ter	Captains Dr	Creek Terrace Ct	370	2	\$55,000
Creek Terrace Ct	Creek Ter	Termini	158	4	\$25,000
Pheasant Ln	Termini	Country Aire Dr S (1)	1214	2	\$145,000
Crestwood Ln	Termini	Wasaukee Rd	1373	2	\$145,000
Russet Ct	Termini	Wasaukee Rd	422	2	
Lovers Ln	Knollwood Dr	Wasaukee Rd	1162	2	
Knollwood Dr	Wasaukee Rd	Westwood Rd	1372	2	\$525,000
Westwood Rd	Termini	Knollwood Dr	317	3	
Westwood Rd	Knollwood Dr	Wasaukee Rd	1003	3	
Concord Rd	Divison Rd	Colonial Drive	3749	6	\$130,000
				TOTAL:	\$1,360,000

Additional Roadways					
		STH 145	2112	1	Different Accounts
Century Ln	Lovers Ln	Century Ln	1320	1	Different Accounts
Lovers Ln	CTH G				
Optional Additions					
Donges Bay Rd	Washington Rd	Wasaukee Rd	686	2	\$255,000

**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: Extend Contract for Engineering Services__GRaEF

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

SUMMARY EXPLANATION:

The Village has previously contracted with GRaEF for engineering services to assist the Village Engineering Department and the arrangement has proved very beneficial to the Village in order to catch up with projects, reports and submittals that the very limited staff could not perform. Staff is requesting an extension of the agreement until March 31, 2021 at which time staff will reevaluate the need to continue with additional services by GRaEF.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve extending the Engineering Services Contract with GRaEF until March 31, 2021.

**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: Change Order__Northeast Interceptor (NEI) Sewer Project

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

SUMMARY EXPLANATION:

The NEI project encounter a section of soil that was not conducive to the installation of the proposed 12 inch by the open cut method. The Changed Soil Conditions required an investigation to determine the best method to install the remaining approximately 220 lineal feet of sanitary sewer. Additional soil borings where completed, the original soil borings missed this isolated area. Several methods were investigated with the selected being the installation of a 24-inch diameter steel casing bored in place. One additional manhole will be constructed on helical piers. The additional cost for this type of installation is \$259,895.00 which is the amount of the Change Order.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER XX

- Change Order No.2

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve the Change Order in the amount of \$259,895.00.

CHANGE ORDER

NO. 2

PROJECT: NE Interceptor Sewer	
DATE OF ISSUANCE: December 14, 2020	EFFECTIVE DATE: Dec 14, 2020
OWNER: Village of Germantown	
OWNER'S CONTRACT NO. 1912	
CONTRACTOR: Minger Construction Co., Inc.	ENGINEER: raSmith, Inc
You are directed to make the following changes in the Contract Documents.	
Description: the proposed 12" PVC sanitary sewer from MH #21 to MH #22 ran into changed soil conditions that are unable to support the planned (bid) method to install the pipe. Soil borings indicate that the depth of the poor soil is 45 feet. Several options were investigated to complete the installation of the remaining 220 lf of 12" pipe. Option #1 was to install helical piles at an added cost of \$407,930.60; Option #2 was to install the pipe utilizing guided push rods to install a 24" diameter welded joint steel casing at an added cost of \$236,820.00; Option #3 was to install on a new alignment by open cut which requires tight sheeting at an added cost of \$707,424.00. After in-depth review and contacting references the decision was made to perform the installation by Option #2. This will also include placement of helical piles at an added manhole located where the pipe installation was halted in 2019. Installation will be scheduled for the winter months of 2020-2021. In addition, a start-up cost of \$23,075.00 would be an additional cost for either option.	
Reason For Change Order: Change method by which to install 12" PVC pipe from MH #21 - #22 due to poor soils unable to support open cut installation of pipe.	
Attachments: (List documents supporting change)	
1) Proposal of Options and associated cost by Minger Construction Co., Inc	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price	Original Contract Times
\$5,970,918.00	Substantial Completion: _____
	Ready for Final Payment: _____
Net changes from previous changes	Net changes from previous changes
Orders No. 0 To No. 1	Orders No. _____ To No. _____
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$6,142,517.85	Substantial Completion: _____
	Ready for Final Payment: _____
Net Increase of this Change Order	Net Increase of this Change Order
\$259,895.00	AS REQUIRED TO COMPLETE PROJECT

Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$6,402,412.85	Substantial Completion: _____
	Ready for Final Payment: WHEN PROJECT IS COMPLETED

RECOMMENDED

By: *A. Ratayak*
ENGINEER

Date: 1/5/2021

APPROVED

By: _____
OWNER

Date: _____

ACCEPTED

By: *Tom Schindler*
CONTRACTOR

Date: 12/21/2020



Minger Construction Co., Inc.

620 Corporate Drive
Jordan, MN 55352

PHONE: 952-368-9200

FAX: 952-368-9311

To:	City Of Germantown	Contact:	
Address:	Germantown, WI	Phone:	
		Fax:	
Project Name:	Germantown NE Interceptor - 12" Sewer Stabilization	Bid Number:	
Project Location:	Germantown, WI	Bid Date:	4/10/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Initial 12" Pipe Install	1.00	LS	\$46,150.00	\$46,150.00
01. Helical Piles					
2	Trench Shoring & Site Access	1.00	LS	\$171,325.00	\$171,325.00
3	Helical Pile Supports W/ Helical Leads - 10' Long	22.00	EACH	\$6,095.00	\$134,090.00
4	3.5" Helical Piles	1,188.00	LF	\$57.70	\$68,547.60
5	12" DIP	220.00	LF	\$154.40	\$33,968.00
Total Price for above 01. Helical Piles Items:					\$407,930.60

02. 24" Casing

6	Set Up To Push Guide Rods	1.00	LS	\$95,420.00	\$95,420.00
7	24" Steel Casing W/ 12" PVC Carrier Pipe	220.00	LF	\$550.00	\$121,000.00
8	MH W/ Helical Piles	1.00	EACH	\$20,400.00	\$20,400.00
Total Price for above 02. 24" Casing Items:					\$236,820.00

Open Cut - New Alignment

12	12" PVC Install	250.00	LF	\$475.00	\$118,750.00
12	Sanitary MH Install	3.00	EACH	\$30,750.00	\$92,250.00
9	Site Access & Shoring	1.00	LS	\$61,500.00	\$61,500.00
9.5	Install Temporary Sheeting/Shoring - 40' Lengths	18,960.00	SF	\$17.65	\$334,644.00
10	Foundation Soil Correction	545.00	CY	\$184.00	\$100,280.00
Total Price for above Open Cut - New Alignment Items:					\$707,424.00

Notes:

- Helical Engineering is included and full plans will be provided
- 12" DIP will be poly wrapped and sitting on pile caps as shown in preliminary drawing
- Work is based on being completed in Winter of 2020/2021
- Home Inspections/Documentation and Vibration Monitoring are not included

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Minger Construction Co., Inc. Authorized Signature: _____ Estimator: _____
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**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 12, 2021

AGENDA ITEM: New Business

ITEM TITLE: Engineering Design Services
Holy Hill Road Reconstruction Project

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

SUMMARY EXPLANATION:

Staff Requested Proposals from six (6) engineering firms and received four (4) proposals on Tuesday, December 15, 2020 for engineering design services for the reconstruction of Holy Hill Road from "B" Street (road to Mobile) to approximately 150 feet east of Goldendale Rd.

The bids received are as follows:

- | | |
|------------|--------------|
| 1) raSmith | \$164,738.00 |
| 2) GRaEF | \$195,995.00 |
| 3) FOTH | \$331,365.00 |
| 4) Ayers | \$339,920.00 |

Staff has reviewed the bids submitted and determined that all bids were responsive to the requirements of the RFP.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve awarding the project to raSmith in the amount of \$164,738.00 and forward with a positive recommendation for award to Village Board.

STATUS OF PROJECTS

January 12, 2021

- 1) NE Interceptor (sanitary sewer) serves the Wrenwood Development Area and areas south of Mequon Rd, east of Country Aire Dr including Pheasant Ln and will eliminate Lift Station #1 (oldest in Village). Minger (contractor) has completed work from the terminus point on Country Aire Dr. to the existing manhole south of the Water Tower on Mequon Rd. A section of pipe west of the railroad tracks, 220-foot section in length, remains to be installed. Contractor is remobilizing to start work on January 12, 2021.
- 2) Auxiliary Fire Pump & Booster station pump; PSC has approved the Booster Station/Pressure Reducing Station. Booster Station building was bid on April 23, 2020. The bids were higher than expected; engineering is working at analyzing the building components to attempt to lower the cost. The building and components will be rebid spring of 2021.
- 3) Design of Holy Hill Road (from the east ramps of I41 to approximately 200 feet east of Goldendale Rd): Estimated project schedule is design in 2021 and construction in 2022. Village staff has received RFP's (request for proposal) and has selected an engineering firm to perform design. The engineering firm selected is raSmith. Village has received WisDOT Funding through their MLS (Multimodal Local Supplement) grant program for \$1,000,000.00, this will go towards the design and reconstruction of Holy Hill Rd.
- 4) New Well #12 in TID #8 (SE corner of Gateway Crossing & Rockfield Road) has been submitted. WIDNR has approved the New Well #12 site under a Wellhead Protection guideline. Application for the Well to WIDNR in early 2021. The design of the Well and associated pump building is nearly complete. Well is out for bid with bids due on January 12, 2021.
- 5) Elevated Water Tank in TID #8; Tank will have 500,000-gal capacity. PSC & WIDNR have approved Tower #4. Tower was bid with the low bid by Maguire Iron, Inc with a base bid of \$1.808 Mil. Tank to be constructed to the required Elevation to only serve Germantown. Tower estimate in service by mid 2022. Staff is working on design of logo and color scheme. Estimated start construction March 2021.
- 6) PP/II project – Graef engineers have met with MMSD staff to determine the status of the PP/II MMSD funded program. Graef is working on restarting the Village program. Village has retained funding.

- 7) Traffic Coordination Project on County Line Road (CTH Q); This is the coordination of the traffic signals from Division Rd to Appleton Ave. Traffic System is up and running. Additional monitoring of traffic movements and associated adjustments to the program as traffic information is accumulated will continue. NO CHANGE
- 8) 2021 Road Program to be presented to the Public Works and Highway Committee on January 12, 2021 for review and approval. If approved project will be bid in February 2021.
- 9) Glenwood Area sanitary sewer, water main and road project schedule remains undetermined. Plans have been started by engineering staff. NO CHANGE
- 10) The Village of Richfield's request for Village of Germantown sanitary and water service. This project has been closed. No further work by Village staff.
- 11) Development of site plans for future DPW facility has begun. Review of existing buildings and future needs has been completed. Evaluation of potential use/acquiring of adjacent land in progress. Administrator and Director of Public Works working on new evaluation based on direction from the Village Board.
- 12) 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 (Illings has purchased the bldg.). Public Sanitary and Water is complete. Two of three buildings are built.
- 13) The WDNR has issued the FINAL 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
- 14) The Village of Germantown and Washington County have completed the Jurisdictional Transfer of CTH-Y (Goldendale Rd) to the Village of Germantown. The Transfer included the reconstruction of the intersection of Freistadt Rd & Goldendale Rd. The reconstruction will allow improved turning movement of trucks through the intersection. Project bid on January 21, 2021 with construction scheduled for Spring of 2021. Village is responsible for \$100,000.00 of total cost.
- 15) 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. The cost to be shared by the Villages of Germantown & Richfield, Washington County, and a private landowner in Richfield. Traffic Study is in progress.

- 16) EMC (Electronic Message Center) sign to replace the existing signs located between the Village Hall and the Library will be a double-sided sign that will produce multicolor images. The sign design selected by the voting of the Village Trustees was approved by the Building Construction Oversight Committee at their April 30, 2020 meeting. Engineering will advertise for bids in spring 2021.
- 17) Freistadt & Maple Rd Intersection project. the Village of Germantown received a HSIP Grant from the WisDOT funding 90% of the cost to reconstruct the intersection of Freistadt RD & Maple Rd. The design portion is complete. Construction would be in 2021.
- 18) As a reminder, the Village of Germantown received a grant towards our "Urban Non-Point Source" study in November 2017 and we contracted with Graef-USA to develop the Villages "Stormwater Quality Management Plan". The draft report has been sent to the WIDNR for review. The grant pays 50% up to a maximum of \$60,000.00.
- 19) Veridian Kinderberg Estates Development; Construction is complete. We-energies utilities is complete. Village street department installing signs (cost reimbursed by Developer). Building permit for one house has been submitted.
- 20) Wendy Lane Water Main Extension; This project also includes a section of water main on Division Rd. This project is required for a resident that has a bad well. The project will connect three dead water mains and give a second supply to the water main that serves areas on the west side of I41/STH 45.
- 21) CIPP (Cured In Place Pipe) Project; This project was bid and awarded in 2019 only to have the contract terminated due to lack of performance (project was never started by contractor). The project will be bid on January 26, 2021 and will include the remaining unlined 48-inch diameter pipe. Basically, the project limits are from just south of Donges Bay & STH 145 to 124th & County Line Rd.