

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: PUBLIC WORKS & HIGHWAY COMMITTEE

DATE AND TIME: TUESDAY, November 1st, 2022 *5:30 P.M.*****

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2552 728 4179 Password: 2emUARqU38 which can be accessed by phone at 408-418-9388 or by logging on at:

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=me6974ce44b1314b4bcb82650fcc90a82>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 pm 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, R. Miller, and Neureuther
- III. **APPROVAL OF MINUTES:** October 4th, 2022
- 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. 2023 Wachtel Arboricultural Consulting Services Contract
 - B. Authorization to Purchase Replacement Pump for Lift 7
 - C. Consideration of Purchase of Wastewater Utility OHV with Trailer
 - D. Foth Services Agreement for Water Tower #3
 - E. Discussion – 2022 Road Project
- VI. **PROJECT UPDATE**
- VII. **NEXT MEETING DATE:** Set December Meeting date at 6pm
- 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

October 4th, 2022

Village Hall Board Room

CALL: Chairman Kaminski called the meeting to order at 6:00 pm.

ROLL CALL: In attendance were Chairman Kaminski, Trustee Members R. Miller, Hudson and Neureuther. Also present were Trustee Pieper, Director Ratayczak, Water Superintendent Haugen, Public Works Superintendent Anderson and Administrative Assistant Remich.

APPROVAL OF MINUTES: MOTION Miller/Neureuther approved the Minutes from September 7th, 2022. Motion carried unanimously.

PUBLIC COMMENTS: None

UNFINISHED BUSINESS

A: Opt Out Meter Installation Option Follow Up

Superintendent Haugen stated that Ms. Coakley's meter was read on Aug 11th and from the past billing history it looks as though the readings stopped in 2015. He reached out to the Public Service Commission as to what protocols are needed to set up an Opt-out program. This is not a once and done just for Ms. Coakley, this would open an Opt-out program for ALL utility customers. We would be required to open a Tariff Changes docket for their review and approval. We would also have to acquire a new meter vendor to accommodate a manual read meter as our current vendor does not offer one.

Discussion followed. Committee members agreed with Superintendent Haugen and do not think we should offer an opt out program. Trustee Kaminski also said that it's a system that's working, we are finally getting all these meters onboard and operating in an automated fashion and this is not the time to go backwards especially since there is no proof that there is any real problem with these meters medically or we would certainly know about it. Superintendent Haugen will have his Utility Billing Clerk contact Ms. Coakley to coordinate the replacement.

Kathleen Coakley spoke and said she thinks that we will eventually have to go with an opt out program like other municipalities. She said Trustee Kaminski you mentioned that if I had a letter from a doctor, it would change everything, and I brought a letter to share from a doctor named Samuel Milhem. Ms. Coakley read the letter aloud, which is attached. This is not Ms. Coakley's doctor that she goes to in person, she stated that she does not have a doctor and said that people do these things over the internet these days. Samuel Milhem is in Olympia, Washington State and is not her personal doctor.

MOTION Miller/Kaminski to recommend that we install the water meter at the location in question and not look at any other options at this time. Motion Unanimous.

NEW BUSINESS

A: ARPA Fall Tree Planting Project

Superintendent Anderson stated each year trees around the village are removed for various reasons. Prior to the 2022 GIS tree layer update, GIS showed that there were 550 "vacant" planting sites throughout the village since the update that number has risen to 957. As part of the ARPA discussions earlier this year, \$250,000.00 was allocated to help reduce the number of vacant planting sites within the village. The ARPA project will replace 550 trees, and as a comparison, only 61 trees were planted this spring as part of our annual planting project. Trees will again be planted along roadways, around village buildings and in the park system, but this project will focus on replanting in front of residential areas where street trees have been removed for various reasons. Staff has solicited pricing from area contractors and the results are listed below. This low bid will give us the opportunity to take the remaining money and couple that with our spring tree planting next year and really take a bite out of that remaining 400 or so trees that will be left.

Public Works Highway Committee Meeting Minutes

Discussion followed. Superintendent Anderson bid out 550 trees thinking that he would be using up all the available funds. Director Ratayczak stated that the committee could award this contract with an option for a change order to use up the remainder of the \$250,000 if they would be willing to lock in the same price next Spring. Superintendent Anderson doesn't want to miss out on this contract price so he will pursue a change order after tonight and bring it back to committee at a later date.

Property Solutions Contracting:	\$175,650.00
Crawford Tree & Landscape Services:	\$228,243.60
Century Landscape Company:	\$252,522.50

MOTION Hudson/Neureuther to recommend using Property Solutions Contracting to complete the 2022 ARPA fall tree planting project in an amount not to exceed: \$175,650.00 for approximately 550 trees. Motion Unanimous.

B: Maple Road Industrial Park “No Parking” Sign Removal Discussion

Superintendent Anderson stated that every street within the Maple Road industrial park, has signage stating, “no parking any time”. Historically, the signage was erected because Germantown High School students were parking on the streets nearby creating issues for the businesses in the area. Since then, the school district has added enough parking on their property that the issue essentially doesn't exist anymore.

Today, most of the “no parking” signage and posts are in severe disrepair. Several years ago, Highway Department staff replaced the signage and posts along what is considered the main throughfares of Maple Road, McCormick Drive and River Lane. The remaining side street signage was left alone due to budget constraints. Staff calculated an estimated cost of \$6,000.00 to replace the additional “no parking” signage in this area. The estimated expenditure sparked discussion between the Highway Department and Police Department who reviewed the situation and determined that most of the signs are no longer necessary. Staff would prefer to use the signage maintenance budget toward projects that bring more value within the community, however leaving these signs in their current state is also no longer an option.

Discussion followed. Superintendent Anderson recommends the removal of the signs marked in red on the map he provided. He wants to keep the no parking signs in the yellow area which are closest to the high school and those would get upgraded in this year's sign maintenance budget. The reason it's before you is because it's a regulatory sign and its removal would require a resolution which I've been working with the Clerk/Treasurer on and that resolution would go along with the Village Board packet if this committee choose to go this route.

MOTION Neureuther/Hudson to recommend the removal of all “no parking” signage in the Maple Road industrial park as outlined on the attached map marked in red. “No parking” signage would remain in place on the following streets: Maple Road, McCormick Drive and River Lane from Freistadt Road to Mequon Road, and Edison Drive, Clinton Drive, Carnegie Drive and Whitney Way East of Maple only. All other “no parking” signage shall be removed. Motion Unanimous. This must go to VB for a resolution.

C: Esquire Court No Parking Request

Superintendent Anderson stated that on behalf of the Esquire Estates homeowner's association, Trustee Pieper has made a request that a single “No Parking Between Driveways” sign be added to the South side of Esquire Court as outlined on the attached map.

The sidewalk for the neighborhood pool exits onto the roadway at Esquire Court. Neighborhood residents have concern over children leaving the pool, exiting onto the street, and not being seen by motorists due to cars periodically being parked near the sidewalk. The request for the no parking sign is intended to allow better visibility for motorists traveling in the area.

Below are two options in which staff would appreciate direction from the committee and a motion to approve as desired.

Public Works Highway Committee Meeting Minutes

Option #1: Erect a single “no parking between driveways” sign as indicated on the map.

Option #2 Erect a single "no parking between driveways" sign in conjunction with (2) W11-2 pedestrian warning signs as indicated on the map.

MOTION Hudson/Neureuther to recommend erecting a single "no parking between driveways" sign in conjunction with (2) W11-2 “pedestrian warning signs” as indicated on the supplied map. Motion Unanimous.

PROJECT UPDATES: None.

NEXT MEETING DATE: Next meeting was set for Tuesday, November 1st, 2022, at 6pm.

ANNOUNCEMENTS: None

ADJOURNMENT: Chairman Kaminski adjourned the meeting at 6:25pm.

Deb Remich

Department of Public Works, Administrative Assistant

Kristina E. Frkovic

→ sent to attorney on account of the fact that
Kathy does not have an email or computer

From: Sam Milham <sam.milham@gmail.com>
Sent: Tuesday, October 4, 2022 1:04 PM
To: Kristina E. Frkovic
Subject: transmitting water meter

My name is Samuel Milham. I'm a physician epidemiologist who has been working with the diseases caused by electricity. I have over 100 publications and have written a book called Dirty Electricity..
.Kathleen Coackly (birth date 7/12/ 1954, W 166 N10081 Sante Fe Court, Germantown WI 53022) has called me to let me know that her utility is planning to install a transmitting water meter at her residence. You should do your best to prevent this, since it will make her ill or worse. My phone is 360 8663569 in Olympia WA.
Best, Sam Milham MD

**BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Tuesday, November 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: 2023 Wachtel Arboricultural Consulting Services Contract

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

Staff is seeking continued arboricultural consulting services with Wachtel Tree Science & Services. Wachtel has provided the village with excellent service over the life of our previous contracts. Wachtel provides the village with many forestry related services, which include but are not limited to the following: Acting Village Forester, management of the village's GIS tree layer, assist staff with Emerald Ash Borer treatment specifications and contracts, assist staff with tree removal specifications and contracts, assists staff with tree planting specifications and contracts, provides staff with direction on difficult forestry related resident concerns, preforms plan review from a forestry perspective. The cost of this service will be billed on a time and material basis in an amount not to exceed \$15,000.00 (\$145/hr Project Manager, \$125/hr Certified Arborist).

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends continuing the Wachtel arboricultural consulting services contract for the 2023 calendar year. If approved, funds shall be allocated from Parks line-item account: 10-553-530-5290.

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, November 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Replacement Pump Lift 7

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Late in July we suffered a complete failure of a pump at Lift 7. The pump was an original pump from the original Lift 7 which went online in 1993. Over its lifecycle it has been overhauled one time by Xylem Water and twice by Utility staff. It is no longer a cost-effective option to rebuild it again at 29 years of age. Replacement parts will cost \$17,827.92. A new pump with warranty will be \$20,741.50.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

It is staff's recommendation to purchase (1) One Flygt NP-3135 20 horsepower submersible sewage pump to replace the failed unit from Xylem Water Solutions USA for the amount not to exceed \$20,741.50 With monies to come out of 60-180-184-3230 Electric Pumping Equipment. And to forward this recommendation on to the Village Board with a positive recommendation.

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.



Xylem Water Solutions USA, Inc.
Flygt Products

September 8, 2022

VLG OF GERMANTOWN
PO BOX 337
PO BOX 337
GERMANTOWN WI 53022-0337

N26 W23445 Paul Road
Pewaukee, WI 53072
Tel (262) 544-1922
Fax (262) 544-1399

Quote # 2022-PEW-0548
Project Name: Germantown 3153
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3153

Qty	Part Number	Description	Unit Price
1	3153.095-0005	Flygt Model NP-3153.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 18,576.75
1	651 08 00	BRACKET,SLIDING 3" CI	\$ 336.75
1	14-58 31 23	SPACER,BRACKET SLIDING	\$ 659.25
1	14-46 22 16	BOLT,ALLEN HEAD M12 X 60 316SS	\$ 24.75

3153 Price \$ 19,597.50

Total Price \$ 19,597.50

Freight Charge \$ 1,144.00

Total Price \$ 20,741.50

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the

Page 1 of 3





jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Schedule: Submittals are not applicable. Delivery lead times are XX weeks after order acceptance.

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for sixty (60) days.

COVID 19: Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

I hope that this information is helpful to you. Should you require additional information or have any questions, please do not hesitate to contact me.

Sincerely,

***Xylem Water Solutions USA, Inc.
Flygt Products***

Joshua Voigt
Sales Representative
Phone: 262/506-2343
Cell: 414/719-5567
joshua.voigt@xylem.com
Fax: 262/544-1399



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-PEW-0548
Customer Name: VLG OF GERMANTOWN
Job Name:
Total Amount: \$ 19,597.50
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

Page 1 of 5

Tag #: 4179

JobName:

Customer Information

Company Name: VLG OF GERMANTOWN

Address

PO BOX 337

PO BOX 337

GERMANTOWN WI53022

Contact:

Telephone: 262-253-7765

Telephone:

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number:

Serial Number: 3152.091-9250027

Model:

Impeller Code: 432

HP: 20

Volts: 460

Phases: 3

Inspection Information

Inspected By: Noah Scheel

Motor Data: Wire Configuration: U1:White V1:Red W1:Black

Megger to ground: R 3.2 B 2.5 W 3

Resistance through cable: RB 0.79 RW 0.79 BW
0.79

Stator Condition: Fair

Shaft Condition: Unusable

Oil Condition: Unusable

Inspection Plugs:

Sensors:

☒ FLS

☐ CLS

☐ KLIX

☐ Bearing

☒ Cable

Hydraulic: Impeller/Propeller Condition: Fair

Volute Condition: Poor

Cable Condition: Good

Cable Length:





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

Page 2 of 5

Tag #: 4179

JobName:

Hydraulic Type: C

Installation

Type: P

☐ Control

Discharge Size: 6

☐ MFV

Primary Requirement: Media throughout pump

Repair/Service Requirements and remarks

Media intrusion throughout the pump. Both wear rings worn out. FLS bad. Rotor scored and grooved. Oil plug stripped out. Bearing housing cracked.

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
1	14-	Reface volute.	\$3,076.92	\$3,076.92
1	601 89 21	KIT,REPAIR BASIC+ 3152.091,181	\$3,878.00	\$3,878.00
1	426 84 00	TERMINAL BOARD UNIT	\$696.00	\$696.00
1	510 88 05	ROTOR UNIT	\$3,190.00	\$3,190.00
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$339.00	\$339.00
1	504 78 11	CABLE UNIT	\$198.00	\$198.00
1	345 25 02	RING,WEAR ROTATING 304	\$572.00	\$572.00
1	319 38 00	RING,WEAR STATIONARY STEEL/NBR	\$648.00	\$648.00
2	82 70 34	PLUG,M30 STEEL	\$41.00	\$82.00
1	510 82 01	HOUSING,BEARING CI	\$3,384.00	\$3,384.00
		Block Price		\$16,063.92
		Total Price		\$16,063.92

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
12	14-69 00 02	LABOR,SERVICE FLYGT Z3-TP MODELS:	\$135.00	\$1,620.00





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

Page 3 of 5

Tag #: 4179

JobName:

		3000,7000,8000			
1	14-69 00 21C	ENV FEE 11-50HP NO TAX	TP ENVIRONMENTAL	\$83.00	\$83.00
		FEE			
1	14-69 00 24A	SHOP SUPPLIES-MEDIUM PUMPS	TP MISC SUPPLIES	\$61.00	\$61.00
		FOR REPAIR			
		Total Price			\$1,764.00

Total Price: \$17,827.92

Product Replacement

Product Number:

Estimated Delivery: Weeks

Cost of New Unit:

Description:

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Validity: This Quote is valid for thirty (30) days.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of delivery: Freight PP/Add Actual

Terms of payment: Net 30 Standard

If this product is not repaired, a fee of 2 labor hours will be charged for labor required for the inspection performed. We will require a purchase order from you for these charges.

Warranty: Parts used for this repair carry a 12 month warranty.

Terms & Conditions: The Xylem Water Solutions USA, Inc. North American Terms and Conditions of Sale apply to this offer.



Flygt Products
N26 W23445 Paul Road , Pewaukee WI 53072
PH: (262) 544-1922
FX: (262) 544-1399





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

Page 4 of 5

Tag #: 4179

JobName:

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Noah Scheel

Phone:

Fax:

Email:



Flygt Products
N26 W23445 Paul Road , Pewaukee WI 53072
PH: (262) 544-1922
FX: (262) 544-1399





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-PEW-0124

Date: 8/26/2022

Page 5 of 5

Tag #: 4179

JobName:

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

☐

Repair

☐

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

☐

Will Pick Up

☐

Deliver

☐

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

☐

Yes

☐

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



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

MEETING DATE: Tuesday, November 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration of purchase-Wastewater Utility OHV with Trailer

SUBMITTED BY: Timothy K. Zimmerman- Supt. Wastewater Utility

SUMMARY EXPLANATION:

We are presenting for your review the proposals for the Wastewater Utility OHV and Trailer which was included in the 2022 Wastewater Budget. Vehicle will be used for easement maintenance and inspections where it is not feasible or desirable to use a pickup truck.

John P. Lochen, Inc. –	Kubota RTV-X1100	\$28,095.00
Mid-State Equipment -	John Deere Gator 865M	\$36,369.02
Bobcat Plus, Inc. -	Bobcat UV34 Diesel	\$33,144.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

It is staff's recommendation to purchase (1) One Kubota RTV-X1100 with trailer and options as specified, from John P. Lochen, Inc. for the amount not to exceed \$28,095.00 and to forward this purchase request on to the Village board with a positive recommendation. Money is budgeted in the 2022 Wastewater Utility Budget Capital 60-180-184-3790 General Equipment.

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.

KECOUNTRY

Versatility & Performance. Front PTO attachment options for RTV-X1100.



**BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Tuesday, November 1st, 2022

AGENDA ITEM: New Business

ITEM TITLE: Contract Service Agreement for Tower #3

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Village Water Utility requests approval for a Services Agreement by Foth Infrastructure & Environmental, LLC to provide contract bid documents for rehabilitation and painting at Tower #3 on Mequon Rd. Foth is our design firm for the new Tower on Gateway Crossing and retains our current design standards and specification. Scope of services include preliminary design, plans and specs/DNR submittals, and bidding. Total Services Agreement cost: \$54,050.00.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends approval of the Foth Services Agreement in the amount not to exceed \$54,050.00 and to forward this request on to the Village board with a positive recommendation. Funds will be used from account #50-742-530-6720

COMMITTEE ACTION:

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



AGREEMENT FOR SERVICES

Project Title
(the "Project"): Water Tower No. 3

FOTH Project Number: 22G100.00

CLIENT Project Number:
(If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this 14th day of October, 2022, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and Village of Germantown, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Village of Germantown

Address: PO Box 337, N122W17177 Fond du Lac Ave. Germantown, WI 53022

Phone No: (262) 253-8254

Email Address: phaugen@village.germantown.wi.us

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Preliminary Design, Finalization of Plan/Specs, DNR Submittal and Bidding services as described in Exhibit A of this agreement.

Schedule: Services shall be performed according to the following schedule:

As agreed to by Foth and Client.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$.00

☐ Unit Cost/Time Charges (Standard Rates)

☒ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ 54,050.00

☐ Other as stated here: _____

Special Conditions (if any): _____

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____

Name (printed): _____

Title: _____

Date: _____

CONSULTANT

Signed: _____

Name (printed): Thomas J. Ludwig, PE

Title: State Operations Director

Date: _____

Signed: _____

Name (printed): Dale R. Broeckert, PE

Title: Senior Project Manager

Date: _____

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant 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. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A

Preliminary Design: Re-Inspection of Tower & Preliminary Plans/Specs

- Project Kick-off meeting
 - Foth/Jim Orr/Owner
- Re-inspection by Foth/Jim Orr to verify improvements needed
- Prepare preliminary plans & specifications through 90%
 - Site Layout & Staging Areas
 - Containment plans & disposal requirements
 - Lead/Chromium Provisions (if applicable)
 - Paint Overspray
 - Surface Prep & Coatings as recommended by Jim Orr
 - Structural Repairs/Modifications as recommended by Jim Orr
 - Safety provisions (OSHA, AWWA, WI DNR)
- Verify preliminary construction cost estimate

Finalize Plans/Specs

- Finalize Plans & Specification and Review with Owner/Jim Orr
- Complete and submit required DNR permitting items:
 - DNR Forms
 - DNR Review Plans & Specs
- Implement any DNR comments
- Finalize engineers cost estimate

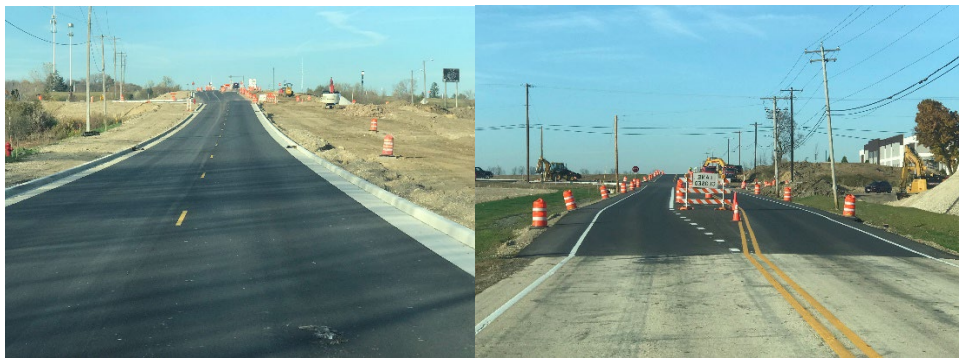
Bidding

- Advertise bidding documents & post on Quest CDN
- Attend and facilitate a mandatory pre-bid meeting
- Respond an any bidder questions
- Issue Addendums as needed
- Tabulate bid results
- Provide recommendation of award letter to Owner

Preliminary Design: Site Scoping & Preliminary Plans/Specs	\$ 28,750
Finalize Plans/Specs & DNR Submittal	\$ 17,250
Bidding	\$ 8,050
Estimated Cost for Services Noted	\$ 54,050

STATUS OF PROJECTS__ November 1, 2022

- 1) Construction of Holy Hill Road (from the east ramps of I41 to approximately 500 feet east of Goldendale Rd): Construction continues, two-way traffic has been moved to the south half of the street which has been completed. Section east of Goldendale Rd is complete. New road will have two lanes in each direction separated by an 18' median with streetlights in the median. Traffic lights will control the Goldendale Rd intersection. Due to delays by We-energies and AT&T the project is behind schedule. Curb & Gutter installation on the north half will begin the week of 11/14/2022. Asphalt pavement to follow. Completion of paving is anticipated by Thanksgiving. Traffic Lights to be installed this year at Goldendale Rd & Holy Hill Road.



Holy Hill Rd Looking West

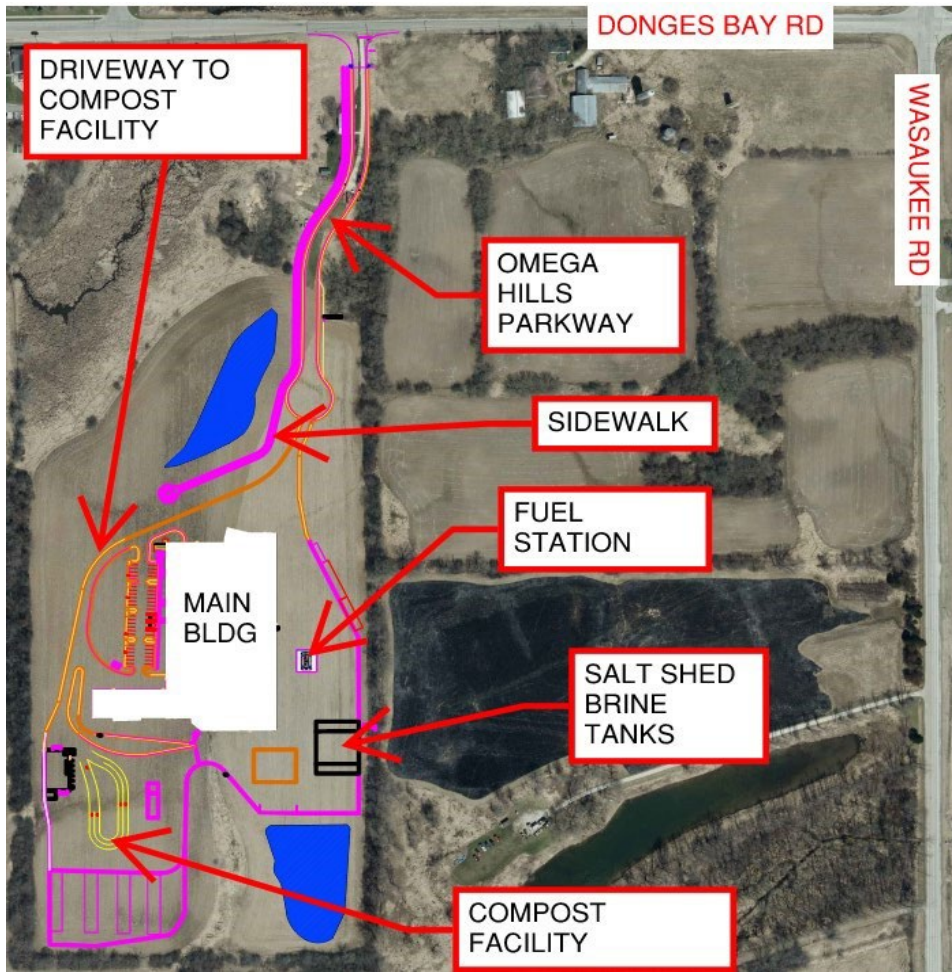
Goldendale Rd Looking north @ Holy Hill Rd

- 2) New Well #12 and Well House in TID #8 (SE corner of Gateway Crossing & Rockfield Road). WisDNR has approved as a Shallow Well. Well casing is complete and water testing has been completed with the result of very good water. Well House and associated equipment in final design. Design cannot be finalized until tower height issue is resolved. NO CHANGE
- 3) Elevated Water Tank in TID #8 Tank will have 500,000-gal capacity. Logo and color scheme have been decided. Construction status: foundation, piping and base (cone) section is complete. Tank fabrication is completed to two sections, these will be welded together as erection takes place. Village Board and WisDNR have approved to construct tower with the additional height. PSC approval anticipated soon. After all approvals are received final construction will be delayed due to delivery of remaining materials and contractor's schedule. NO CHANGE

New Paint Scheme has been approved by the Village Board (see below) some slight modifications to the stripe widths will be made.



- 4) PP/II project Graef and Village staff have begun moving project forward. Project plan was submitted and approved by MMSD. Staff & Graef engineers have held two Public Information Meetings and three door notification attempts made to have residents receive and return permission forms indicating their desire to participate in the program. Currently 88% of residents have responded in a positive manner to participate. MMSD has approved a revised plan for repairing leaking laterals which is to excavate to replace lateral pipe. Project bid opening on (9/2022) with the project awarded to MJ Construction.

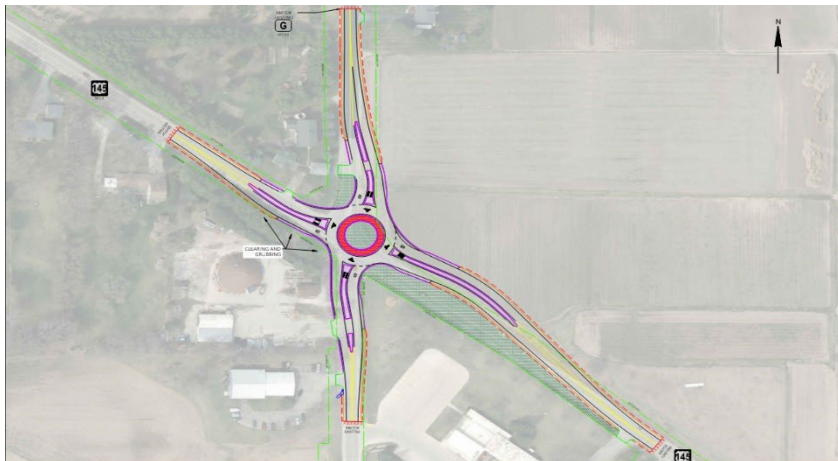


5) Development of site plans for future DPW facility continues
 New Building Plans at 99% complete. Village has purchased the land for the new DPW Facility. Bidding of Phase #1 was 9/16/2022 which includes all grading, utilities, and certain bldg. materials; Utilities and Grading awarded to Veit Construction. Possible Utility construction start fall 2022. Construction Manager Service contracted. Occupancy revised to end of 2023 or spring of 2024. Completion date dependent on materials sourcing. Building set to bid on 11/2/2020.

- 6) CIPP (Cured in Place Pipe) Lining Project The project includes the remaining 7,654 LF of unlined 48-inch diameter RCP pipe and lining 530 VF of manholes. Project limits are from just south of Donges Bay & STH 145 to 124th & County Line Rd. This is the Main Interceptor sewer that transports the Villages wastewater to MMSD. Project is complete.

- 7) Engineering Staff has submitted an application for an "STP" Funding Grant through the WisDOT to reconstruct Division Rd from Mequon Rd to Revere Lane. Funding is applied for to the WisDOT "Surface Transportation Program" (STP). Remaining section of Division Rd from Revere Lane to south of Wendy Lane will be completed under the Annual Road Improvement program. The original Grant **request** was not awarded, The Village resubmitted for future Grants with possible decision November 2022. NO CHANGE

- 8) The Village has been approved to receive a Grant from WisDOT through the HSIP funding program to make corrections to the intersection of Maple Rd & MequonLannon Rd. The project will include turn lanes at Maple Rd and other horizontal alignment modifications. The Grant is for construction in 2024 and is a 90%-10% Grant where the Village is responsible for 10%. The estimated cost of the project is \$800,000.00. This is the same type of funding that was the basis for the reconstruction of Freistadt Rd & Maple Rd. NO CHANGE
- 9) 2021 Annual Road Seal Coat program has completed work in the Business Park, (Mequon Rd to Donges Bay Rd.) and in the Industrial Park west of Maple Rd. Remaining seal coating work on residential streets was completed in 2022. Work on Friedenfeld Parking lots was completed in 2022. NO CHANGE
- 10) 2022 Annual Road Seal Coat program delayed, request approved by the PWHC to roll-over into 2023 and combine with 2023 program. NO CHANGE
- 11) WisDOT has scheduled reconstruction of the intersection of Division Rd (CTH G) and STH 145. The new intersection will be a roundabout with design started in 2022 and **construction slated for 2026**. This project is fully funded by the WIDOT. CHANGE TO CONSTRUCTION DATE.



12) The 2022 Annual Road Improvement program was bid with Wolf Paving submitting the low bid. Roads included are:

- Bonniwell Rd (CTH G to termini) **Completed**
- Fawn Ln (Maple Rd to termini) **Completed**
- Holy Hill Rd (CTH G to termini) **Completed**
- Maple Rd (Holy Hill Rd to Rockfield Rd) **Completed**
- Lovers Ln (Division Rd to Century Ln) **In Construction complete 2022**
- Century Ln (Lovers Rd to STH 145) **In Construction- complete 2022**
- Willow Creek Way: Pave Surface Course of Asphalt (TID #6 Funds) **Completed**
- Woodside Acres Subdivision **Completed**
- Pheasant Lane **Completed**
- Medians at Freistadt Rd Railroad Crossing (east of Maple Rd) **Completed**



Century Lane

13) 2022 Local Road Improvement Project (LRIP) is a bi-annual Grant Program of State Funds managed by Washington County. In 2022 the Village of Germantown will receive approximately \$63,874.00. These funds in conjunction with additional funds approved by the Village Board are being used to reconstruct **Country Aire Dr** from approximately 500 feet north of Mequon Rd to Freistadt Rd. Extension of the sidewalk from current termini to Friedenfeld Park to be included with payment by Neumann Development. Contract was awarded to Payne & Dolan in the amount of \$631,825.25, construction to start 9/12/2022. Project is Completed.



Country Aire Drive- Looking north from south of Pheasant Lane

14) Country Aire Dr. Sanitary Sewer and Water Main Extension; Project was bid with Kruczek Construction submitting low bid. This extension will allow future sanitary and water service to Friedenfeld Park. Work is completed.

15) Private Development

- Murphy Pet Foods: installation of the public water main is complete, and building walls are 95% complete, occupancy estimated this fall
- Capstone-41: Building #1 is complete with occupancy. Building is 100% leased to Gehls
- Capstone-41: Building #2 site grading has begun with anticipated building construction to start in Fall 2022.
- Zilber #4 Building: 100% Leased
- Zilber #5 Building: Construction is near completion (located west of Zilber #4)
- Dickman Bldg #3 is near final construction, located near the Illing Bldg, and north of Dielectric.
- Heritage Park-North Subdivision construction is complete with turf restoration being completed Week of 10/31/2022. Site to have 35 single family lots. Located at the northeast corner of Division Rd & Revere Ln

- Wrenwood-North Subdivision (46 lots) is completed. New house construction permits (approx. 14) have been released. Developer has revised schedule to combine both phases for sanitary sewer and water main construction in 2022. Subdivision will be in the 2023 Parade of Homes.

16) Mequon Rd Street Light Replacement: This Village project replaced the existing We-energies owned light fixtures/poles with Village owned LED streetlights. The project limits are from Division Rd to Pilgrim Rd. Light Pole installation is complete, and lights are working. Remaining work is to complete installation of two control cabinets, contractor is waiting for delivery of the two cabinets.

17) The Village has applied for and received a SISP (Signals and ITS Standalone Program) Grant through the WisDOT for replacement of the traffic Lights in the intersection of CTH Q & Appleton Ave. The project will upgrade the traffic lights to the modern standards and include new electrical pull boxes and preemptive signal sensors for the Fire Department vehicles. The total estimated project cost is \$523,250.00 and since this is a 90% WisDOT and 10% Municipal funded project the Village of Germantown will pay \$52,326.00. Design will begin in 2023 with construction to begin in 2024.

18) Village of Richfield's request for Sanitary and Water Services, by Village Board motion, will be placed on the November 8, 2022, election ballot as a Non-Binding Referendum. This was done to give the residents of Germantown the opportunity to be presented with all information pertinent to the topic and express their feeling toward providing the requested utility services to Richfield. The Village Board approved the hiring of the Consulting firm of "Mueller Communications" to assist the Village in organizing and presenting all relative information to the public.