

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, April 17, 2023 7:00 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 #: 2551 746 8900 Password: RGfHMePh684 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=mbac09c1bf900c82b3d4fd86d044402dc> 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 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. All written comments will be entered into the record as if given at the hearing / meeting and made available to the members of the Village Board for consideration but may not be read during the hearing / meeting. Previously recorded Village Board Meeting Videos can be viewed at https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

NOTICE: A Ceremonial Oath of Office will be administered prior to the meeting for Trustees Elected on April 4, 2023

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, 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:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **APPOINTMENTS**
 - A. **Standing Committees of the Village Board**
 1. **General Government & Finance (1 year term)**

Chair Trustee Rick Miller
Trustee Terri Kaminski
Trustee Jan Miller
Trustee Dennis Myers
 2. **Public Safety (1 year term)**

Chair Trustee Phil Hudson
Trustee David Baum
Trustee Jolene Pieper

Trustee Bill Neureuther

3. **Public Works & Highways (1 year term)**

Chair Trustee Terri Kaminski

Trustee Phil Hudson

Trustee Rick Miller

Trustee Bill Neureuther

B. **Commissions/Boards/Committees**

1. **Administrative Appeals Review Board (1 year term)**

President Dean Wolter

Trustee Jolene Pieper

Trustee Terri Kaminski

2. **Board of Review**

Member Bill Shadid (5 year term)

Alt. Member Wyatt Weir (completing term ending 2022)

3. **Board of Zoning Appeals**

Chair Barry White (3 year term)

Member Kristen Huber (3 year term)

Member (3 year term)

Member Tim Edwards (3 year term)

4. **Building Construction Oversight Committee**

Chairperson / Trustee David Baum (1 year term)

Trustee Bill Neureuther (1 year term)

Member Peter Nilles (3 year term)

Architectural / Construction Management

Secretary

5. **Economic Development Committee**

Chairperson / Trustee Jolene Pieper (1 year term)

Trustee Phil Hudson (1 year term)

Member Jim Sedgwick (3 year term)

6. **Ethics Board**

Member Jennifer Adams (3 year term)

Alternate Member Vacant (3 year term)

Alternate Member Vacant (3 year term)

7. **Historic Preservation Commission**

Chair/ Trustee Rick Miller (1 year term)

8. **Library Board**

Trustee Jan Miller (1 year term)

9. **Park & Recreation Commission**

Trustee Phil Hudson (1 year term)

10. **Plan Commission**

Chair Village President Dean Wolter (1 year term)

Trustee David Baum (1 year term)

Member Peter Nilles (3 year term)

Member Anthony Laszewski (3 year term)

Member Bill Shadid (3 year term)

11. **Police & Fire Commission**

Member Chris Yatchek (completing term ending 2023)

12. **Senior Center Advisory Committee**

- | | | | |
|-----|---------------------------------------|---------------|---------------|
| | Chairperson / Trustee | Dennis Meyers | (1 year term) |
| | Trustee | Jan Miller | (1 year term) |
| | Member | Norine Janzen | (2 year term) |
| 13. | Utility Advisory Committee | | |
| | Chairperson / Trustee | Dennis Myers | (1 year term) |
| | | Robert Warren | (3 year term) |
| | | Dan Campbell | (3 year term) |
| 14. | Tourism Commission | | |
| | Chair Village President | Dean Wolter | (1 year term) |
| | Trustee | Rick Miller | (1 year term) |
| | Hotel Representative to be announced. | | |

VI. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST COMMITTEE AND DEPARTMENT REPORTS:

- A. The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:

VII. CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension 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. Written Public Comments should be directed to comments@germantownwi.gov, by 4 p.m. on Monday, March 20.

VIII. CONSENT AGENDA:

- A. Approval of Minutes March 20, 2023, Meeting.
- B. Accounts payable/payroll:
- | | | | |
|----|----------------|------------------|-----------------|
| 1. | March 17, 2023 | Accounts Payable | \$ 1,473,162.65 |
| 2. | March 18, 2023 | Accounts Payable | \$ 29,346.49 |
| 3. | March 24, 2023 | Accounts Payable | \$ 120,269.03 |
| 4. | March 31, 2023 | Accounts Payable | \$ 220,442.43 |
| 5. | April 7, 2023 | Accounts Payable | \$ 116,282.53 |
| 6. | April 14, 2023 | Accounts Payable | \$ 270,654.57 |
| 7. | April 15, 2023 | Accounts Payable | \$ 3,384.72 |
| 8. | March 28, 2023 | Payroll | \$ 247,576.47 |
| 9. | April 11, 2023 | Payroll | \$ 240,885.21 |

The following items were forwarded from the **Public Safety Committee Meeting** with a unanimous recommendation:

- A. Blazer Dash 5K Run/2 Mile Walk, May 20, 2023, Bethlehem Lutheran, Kristin Miller, Race Director.

The following items were forwarded from the **Public Works Meeting** with a unanimous recommendation:

- A. Contract with Dan Larson Landscaping, Inc. for Spring Tree Planting
- B. Wisconsin DOT Salt Commitment
- C. Open Purchase Order for Commercial Meter Purchases & Testing
- D. Contract with Payne & Dolan, Inc. for the 2023 Road Improvement Program
- E. Ruekert-Mielke- Contract for Engineering Services related to the Sanitary Sewer Facilities Plan Update

- F. Contract with Mike Koenig Construction for Construction of Goldendale Road Water Booster Station
- G. Contract with MJ Construction, Inc. for the Glenwood Park Sanitary Sewer and Watermain Relay (includes PPII, Ph. 2)
- H. Contracts for New DPW Building — Bid Package # 3

IX. UNFINISHED BUSINESS

- A. None.

X. PUBLIC HEARINGS:

- A. None

XI. NEW BUSINESS:

- A. 2021 Audit Report Presentation
- B. Audio Visual System & Channel 25 Update
- C. Discussion Concerning Potential Changes to Summer Sewer Credit
- D. Policy Discussion Concerning Use of All Terrain Vehicles on Village Roads
- E. Colgate BP, N96W21962 County Line Rd, Class A Liquor and Class A Fermented Malt Beverage License, Sumit Chohan, Agent.
- F. Police Department Non-Represented Employee Salaries
- G. IT Position for Public Safety
- H. Fire Chief Compensation
- I. Policy Discussion Concerning use of Virtual Appearances for Meetings
- J. Resolution 06-2023 Disallowing Discount Ramps Claim. The Village Board May Enter into Closed Session per Wis. Stat. §19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate.
- K. Resolution 05-2023, Disallowance of claim, Rachelle Malueg. The Village Board May Enter into Closed Session per Wis. Stat. §19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate.
- L. Acquisition of Grosenik Property — N116W15843 Main Street and W157N11593 Fond du Lac Avenue. The Village Board may enter into closed session as per Wis. Stat. §19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session and then re- enter open session to take such action as it deems appropriate.

XII. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, May 1, 2023, at 7:00 p.m.

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.

Village Board March 20, 2023 Minutes

CALL TO ORDER: The meeting was called to order at 7:22 p.m. by President Wolter

ROLL CALL: Present: President Wolter, Trustee Hudson, Baum, J. Miller, R. Miller, Myers, Neureuther, and Pieper. Absent Excused: Trustees Kaminski. Also present: Administrator Kreklow, Attorney Sajdak, and Interim Clerk Rettler.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

APPOINTMENTS

A. Commissions/Boards/Committees

1. Park & Recreation Commission (1 year term)

Chairperson Brian Depies

Member Don Eby

Motion (Myers/Hudson) to approve. Motion carried unanimously.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST COMMITTEE AND DEPARTMENT REPORTS:

- A. The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:

Trustees shared upcoming events in the Village.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Melanie Smithe of Cedar Lane spoke on personnel gaps at the village. Scott Hefly spoke on the village budget.

CONSENT AGENDA:

- A. Approval of Minutes March 6, 2023, Meeting.

- B. Accounts payable/payroll:

1.	March 10, 2023	Accounts Payable	\$	249,171.03
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2.	March 14, 2023	Payroll	\$	255,177.97
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Motion (Myers/Baum) to approve A & B. Motion carried unanimously.

The following items were forwarded from the **Public Works and Highway Committee** with a unanimous recommendation:

- C. Highway Department Patrol Truck- Reallocation of excess Building and Grounds Capital Funds to Cover Cost.

Highways, Parks, and Building Superintendent Scott Anderson presented.

Motion (J. Miller/Hudson) to approve Highway Department Patrol Truck- Reallocation of excess Building and Grounds Capital Funds to Cover Cost. Motion carried. Pieper voted no.

President Wolter asked for a motion to return back to public comment for email comments.

Motion (J. Miller/Myers) Motion carried Unanimously.

President Wolter read an email from Mrs. Schneider. President Wolter read budget ideas from Scott Hefty.

Reported additional public comments.

UNFINISHED BUSINESS

A. None.

PUBLIC HEARINGS:

A. None

NEW BUSINESS:

A. 2021 Audit Update

Administrator Kreklow presented the 2021 audit.

Motion (Myers/R. Miller) to move this item to Village Board only April 17th, 2023. Motion carried unanimously.

B. Audio Visual System & Channel 25 Update

Support Services Manager Erin Hirn presented the audio-visual system & channel 25 update.

Presentation on Audio Visual System & Channel 25.

C. Authorization to FOTH Infrastructure & Environmental to proceed in obtaining PSC approval for Richfield Service Area

Public Works Director Larry Ratayczak requested authorization to FOTH Infrastructure & Environmental to proceed in obtaining PSC approval for Richfield Service Area.

Motion (Myers/R. Miller) to approve. Motion carried. Pieper voted no.

D. Report on Upcoming State Road Construction Projects

Public Works Director Larry Ratayczak reported on the upcoming state road construction projects.

Report on upcoming state road construction projects.

E. Cancellation of April 3 Village Board Meeting

Motion (Baum/Pieper) Motion carried. Hudson voted no.

ADJOURNMENT: The meeting adjourned at 8:55 p.m.

The next regular meeting of the Village Board will be on Monday, April 17, 2023, at 7:00 p.m.

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.

Village of



Germantown

N112 W17001 Mequon Road

Germantown, WI 53022

Clerk's Office: 262-250-4740

PARADE PERMIT APPLICATION

Chapter 12.10 of the Municipal Code

Licensing Fee: \$15.00

This application must be filed with the Village Clerk not less than 45 days before the date of the event. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the Village Clerk a communication in writing from the person proposing to hold the parade authorizing the applicant to apply for the permit on his behalf.

Organization Sponsoring Event:

Bethlehem Lutheran

Phone Number of Organization Contact Person:

608-712-8514

Email Address of Organization Contact Person:

kbmiller813@gmail.com

Organization Address:

N108 W14290 Bel Aire Lane

City

Germantown

State

WI

Zip Code

53022

Person in Charge of Parade or Event:

Kristin Miller, Race Director

Phone Number of Person in Charge of Event:

608-712-8514

Address

W117 N11486 Blackstone Circle

(call when ready)

City

Germantown

State

WI

Zip Code

53022

Type of Event (Parade, Walk, Run, Etc):

Blazer Dash: 5K Run / 2 mile Walk

Date of Event

May 20th, 2023

Begin Time:

9:00 AM

End Time:

11:00 AM

Approximate number of persons, animals (include type) and vehicles (include description) participating:

*~ 200 (in years past there were 150 registrants).
we will have a lead runner & likely a
cyclist leading the race.*

Will parade or event occupy the entire street? Yes _____ No <u>X</u> If yes, explain: <i>will run on side of the road - streets do not need to be blocked entirely</i>
Assembly areas: <i>Hoping for police presence simply at the start of the race to block traffic for 10 minutes prior.</i>
Intervals to be maintained between parade units: <i>N/A: runners to start and walkers in the back. Signage will run throughout course & volunteers will be present.</i>

PARADE ROUTE: Indicate route of parade on the map of Germantown printed on the attached page. Show start (entry) and end (exit) points and indicate progress with arrows. Attach map of entire route if event is not limited to Germantown.

A CERTIFICATE OF INSURANCE must accompany application, showing that the applicant is covered by liability insurance by a company licensed to do business in Wisconsin in the amount of \$300,000 for the injury or death of one person, \$1,000,000 for any one accident and \$50,000 for property damage. *provided to clerks office 3/7/23*

I understand that there may be additional charges based on costs related to this event from the Police Department and the Department of Public Works.

3-7-23
Date

Bethlehem Lutheran
Sponsoring Organization

Krista Miller Race Director
Signature of Authorized Applicant

The application **WILL NOT** be processed unless all information and attachments are provided.

**USING A HIGHLIGHTER, TRACE THE ROUTE
OF THE PROPOSED PARADE, WALK, RUN, ETC.
ON THE MAP ON THE ATTACHED PAGE.
Show the start (entry) and end (exit) points,
And indicate progress with arrows.**

For Village Clerk's Office Use Only

Event: Blazer Dash 5K / 2 mile walk Date of Event: May 20 9am

Department Approvals:

YES ☒ NO ☐

Michael S. Snow
Chief of Police

03/13/2023
Date

YES ☒ NO ☐

Approved

Fire Chief

Date

YES ☒ NO ☐

Approved

Director of Public Works

Date

Notification Sent for Informational Purposes:

Village President

Date Sent: _____

Village Administrator

Date Sent: _____

Clerk

Date Sent: 3/13/23 Approved

Captain Mike Snow

Date Sent: 3/13/23 Approved

Scott Anderson - DPW ✓

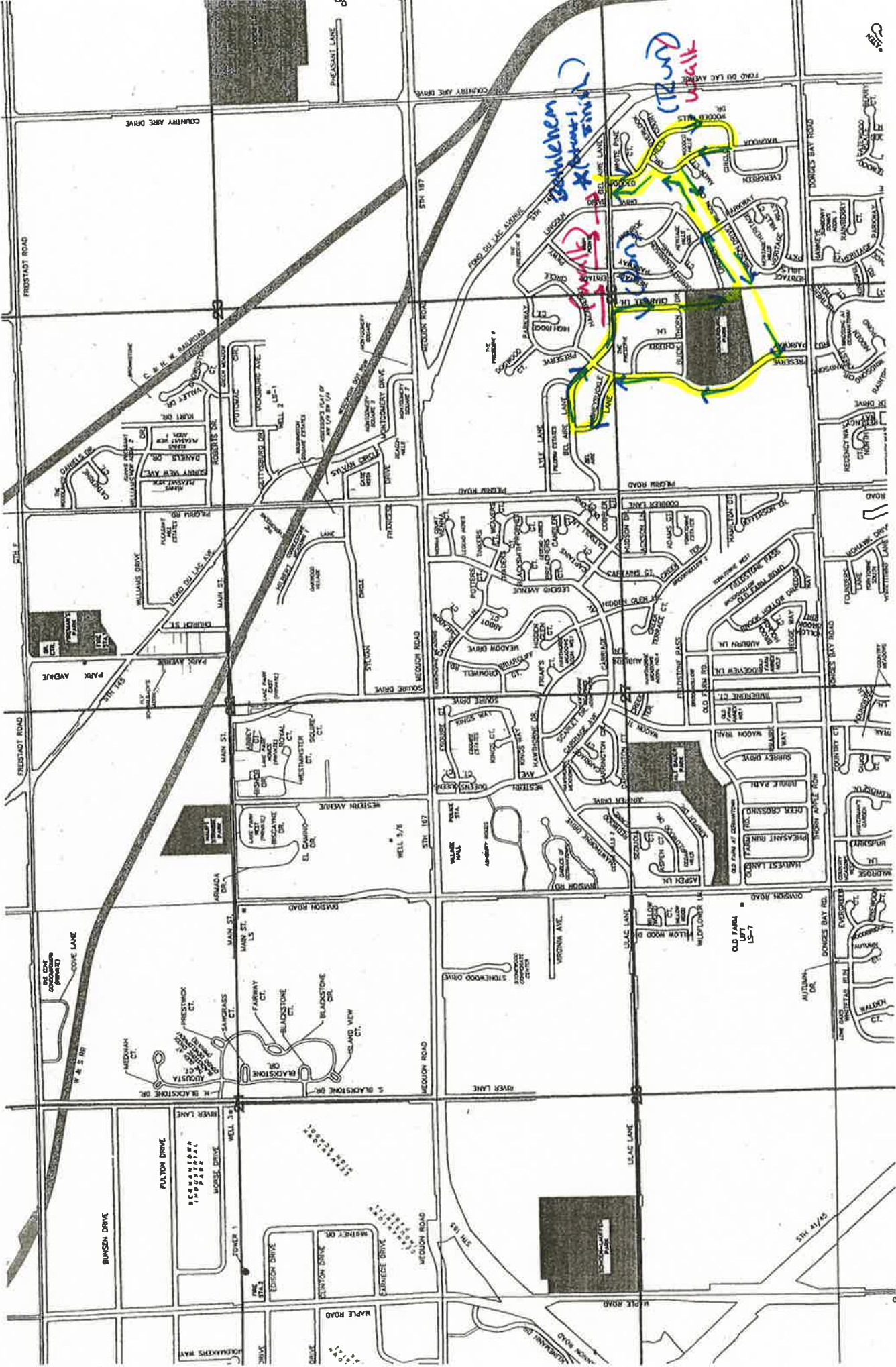
Date Sent: 3/13/23 Approved

Permit Number: _____

Date Issued: _____

Signature of Village or Deputy Clerk

Date



20

0

Blazer Race 5K Run / 2 Mile Walk Course Map – May 20, 2023

5K Run: Starts and finishes at Bethlehem Lutheran School. Follows **red** course.

2 Mile Walk: Follows 5K run route until corner of Preserve Pkwy and Honeysuckle Ln. Walkers stay on Preserve Pkwy and turn right onto Bel Aire Ln and return to the finish at Bethlehem Lutheran School on Bel Aire Ln. Follows **purple** course after it splits from 5K **red** course.



BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 5, 2023

PLACEMENT: Action Item

ITEM TITLE: Spring Tree Planting

SUBMITTED BY: Scott Anderson

SUMMARY EXPLANATION:

Each year trees around the village are removed for various reasons which include vehicle damage, storm damage and disease. The village currently has an estimated 957 “vacant” planting sites within known areas on our GIS layer. As part of the 2023 budget, tree planting is planned into the general fund street tree maintenance line item. While it would be cost prohibitive to replace every tree at one time, staff works to maintain the urban tree canopy by planting a portion of these vacant sites annually. Trees provide significant value to our community, but the most prevalent would be the aesthetic value that can be seen as you travel our roadways and walk in our parks. This year’s project will replace 75 trees in various areas around the village. While the project areas may include roadways, around village buildings and in the park system, this year, there will be a focus on replacing trees within residential areas. Staff has solicited pricing from area contractors and the results are listed below. If the street tree maintenance account trends well throughout the year, we could look to complete a smaller fall tree planting contract if the conditions are favorable.

Dan Larsen Landscaping, Inc.	\$25,605.00
Property Solutions Contracting:	\$28,125.00
Environmental Solutions:	\$32,122.00
Century Landscape:	\$37,630.00
Johnson’s Nursery:	\$43,240.00

ATTACHMENT:

RECOMMENDATION:

Staff recommends using Dan Larsen Landscaping, Inc. to complete the 2023 Spring Tree Planting Project in an amount not to exceed: \$25,605.00. If approved, funds shall be allocated from the non-borrowed street tree maintenance account: 10-553-530-5290.

ACTION BY Committee:

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

MEETING DATE: April 5, 2023

PLACEMENT: Action Item

ITEM TITLE: Wisconsin DOT Salt Commitment

SUBMITTED BY: Scott Anderson

SUMMARY EXPLANATION:

Staff recently made a commitment that the village remain part of the WisDOT Salt Bid Process for the 2023-2024 winter season. Staff will purchase up to 2280 tons of salt in 2024. The cost per ton is not yet available. Currently the Village has approximately 2884 tons of salt on hand. The Village used approximately 2135 tons of salt this past winter season. Attached is a breakdown of the salt usage for the past 22 seasons. Staff is requesting the financial commitment to remain part of the WisDOT Bid Process.

ATTACHMENT:

1. C. HISTORICAL SALT PURCHASING INFO.

RECOMMENDATION:

Staff recommends remaining part of the WisDOT bid process.

ACTION BY Committee:

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.

SALT PURCHASING INFO

YEAR	SALT	# OF OPERATIONS
22-23	2135	40
21-22	1763	39
20-21	2322	43
19-20	2500	34
18-19	3,205	42
17-18	3,130	39
16-17	2,875	34
15-16	2,756	33
14-15	2,185	44
13-14	3,258	67
12-13	3,467	53
11-12	2,127	42
10-11	3,430	57
9-10	2,045	38
8-9	3,332	53
7-8	3,432	79
6-7	3,304	52
5-6	3,093	46
4-5	2,475	45
3-4	1,659	32
2-3	2,138	39

AVERAGE SALT USE 2,700 TONS
Average use multiplied by 1.5 4,100 TONS

SALT ON HAND end of 22 - 23 Season 2884 TONS

SALT ORDERED FOR 23 - 24 0 Ton Early Fill
1900 Ton Seasonal Fill
380 Ton Vendor Reserve

Estimated cost per ton \$83.00 for 2024 Budget = \$189,240.00

- **Estimated, as exact cost will be provided by the Wisconsin DOT once the contract is finalized. Staff typically has this information in advance of the annual budget presentation.**

Additional 2024 budgetary considerations.

- **Salt brine 76,000 gallons X .23 per gallon = \$17,480.00**
- **650 Ton 24 – 25 commitment for new campus shed. This amount will cover the November and December portion of the 24 –25 season.**

Total 2024 potential budget impact \$262,000.00

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 5, 2023

PLACEMENT: Action Item

ITEM TITLE: Open PO for Commercial Meter Purchases & Testing

SUBMITTED BY: Paul Haugen

SUMMARY EXPLANATION:

The Commercial meter replacement program is underway, and we have identified around 200 meters sized 1 ½"-2" we will try to replace this year. The required test interval for this meter size is every 4 years.

ATTACHMENT:

RECOMMENDATION:

Staff request authorization for an open PO in the amount not to exceed \$50,000.00 from account #50-180-183-3460 and to forward onto the Village Board with a positive recommendation.

ACTION BY Committee:

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

MEETING DATE: April 5, 2023

PLACEMENT: Action Item

ITEM TITLE: 2023 Road Improvement Program - Contract

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

The 2023 Annual Road Improvement Program was advertised for bids which were received and read on March 2nd, 2023. Three (3) bidders responded to the advertisement with a qualified and accepted bid.

The bids received are as follows:

- | | |
|------------------------|----------------|
| • Payne & Dolan, Inc; | \$2,072,809.70 |
| • Stark Pavement Corp. | \$2,159,095.81 |
| • Wolf Paving, LLC | \$2,211,971.91 |

This project includes a total of 17 streets and also includes repaving Glenwood Park Subdivision after the completion of the sanitary sewer and water main relays project.

The engineer's estimate was \$2,200,000.00.

Staff has reviewed the bid and recommends the contract be awarded to Payne & Dolan, Inc.

The project is paid from Account No. 40-542-570-8810

ATTACHMENT:

1. F. Bid Tabulation - 2023 Road Program

RECOMMENDATION:

Staff recommends awarding the contract to Payne & Dolan, Inc in the amount of \$2,072,809.70 and forward with a positive recommendation to the Village Board.

ACTION BY Committee:

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.

Section Title	Item	Item Description	UofM	Quantity	Payne & Dolan, Inc.		Stark Pavement Corp.		Wolf Paving	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PARSONS CORNER TO TERMINAL DRIVE										
	1	SAWING ASPHALT/CONCRETE PAVEMENT	LF	50	\$2.00	\$100.00	\$1.80	\$90.00	\$1.80	\$90.00
	2	FULL DEPTH MILL	SY	1262	\$7.00	\$8,834.00	\$6.25	\$7,887.50	\$5.34	\$6,739.08
	3	DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE)	SY	60	\$4.00	\$240.00	\$12.00	\$720.00	\$15.00	\$900.00
	4	BASE AGGREGATE 1-1/4"	TON	150	\$21.00	\$3,150.00	\$18.50	\$2,775.00	\$22.00	\$3,300.00
	5	GEOGRID TYPE SR	SY	190	\$1.80	\$342.00	\$2.00	\$380.00	\$2.00	\$380.00
	6	EXCAVATION BELOW SUBGRADE (EBS)	CY	65	\$21.30	\$1,384.50	\$25.40	\$1,651.00	\$35.00	\$2,275.00
	7	HMA PAVEMENT ? DRIVEWAYS 3.5"	TON	10	\$95.00	\$950.00	\$100.00	\$1,000.00	\$125.00	\$1,250.00
	8	3" BINDER COURSE - HMA 3 LT 58-28S, 19 mm	TON	220	\$80.00	\$17,600.00	\$77.50	\$17,050.00	\$78.00	\$17,160.00
	9	2" SURFACE COURSE - HMA 4 LT 58-28S, 12 mm	TON	150	\$85.25	\$12,787.50	\$95.50	\$14,325.00	\$89.00	\$13,350.00
	10	ASPHALT TACK COAT	GAL	65	\$2.30	\$149.50	\$3.00	\$195.00	\$3.00	\$195.00
	11	REMOVE AND REPLACE MAILBOXS	EA	1	\$275.00	\$275.00	\$125.00	\$125.00	\$125.00	\$125.00
	12	REMOVE AND REPLACE CURB, 30"	LF	40	\$64.35	\$2,574.00	\$85.00	\$3,400.00	\$93.00	\$3,720.00
	13	2' X 3' CATCH BASIN	EA	1	\$3,040.00	\$3,040.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
	14	12" N-12 HDPE PIPE	LF	260	\$52.50	\$13,650.00	\$104.00	\$27,040.00	\$104.00	\$27,040.00
	15	MANHOLE 1 - 24" RCP PIPE W/ GRATE	EA	1	\$3,850.00	\$3,850.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
	16	REMOVE AND REPLACE FULL HYDRANT ASSEMBLY, NEW	Ea	1	\$10,500.00	\$10,500.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
	16	SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$9.00	\$900.00	\$8.75	\$875.00	\$8.75	\$875.00
	17	TRAFFIC CONTROL	LS	1	\$6,100.00	\$6,100.00	\$4,000.00	\$4,000.00	\$3,350.00	\$3,350.00
						\$86,426.50		\$109,513.50		\$108,749.08

BONNIWELL - Goldendale Rd to Shadow LnLength: 4920' / Width: 22'										
	1	SAWING ASPHALT/CONCRETE PAVEMENT	LF	460	\$2.00	\$920.00	\$1.80	\$828.00	\$1.80	\$828.00
	2	PULVERIZE ASPHALT PAVEMENT	SY	12000	\$2.10	\$25,200.00	\$2.15	\$25,800.00	\$2.40	\$28,800.00
	3	DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE)	SY	300	\$4.00	\$1,200.00	\$12.00	\$3,600.00	\$15.00	\$4,500.00
	4	BASE AGGREGATE 1-1/4"	TON	1600	\$21.00	\$33,600.00	\$17.50	\$28,000.00	\$19.00	\$30,400.00
	5	GEOGRID TYPE SR	SY	2400	\$1.80	\$4,320.00	\$2.00	\$4,800.00	\$1.39	\$3,336.00
	6	EXCAVATION BELOW SUBGRADE (EBS)	CY	800	\$21.30	\$17,040.00	\$23.50	\$18,800.00	\$35.00	\$28,000.00
	7	HMA PAVEMENT ? DRIVEWAYS 3.5"	TON	60	\$95.00	\$5,700.00	\$100.00	\$6,000.00	\$119.15	\$7,149.00
	8	3" BINDER COURSE - HMA 3 LT 58-28S, 19 mm	TON	2040	\$59.25	\$120,870.00	\$66.30	\$135,252.00	\$68.00	\$138,720.00
	9	2" SURFACE COURSE - HMA 4 LT 58-28S, 12 mm	TON	1380	\$69.50	\$95,910.00	\$73.40	\$101,292.00	\$73.00	\$100,740.00
	10	ASPHALT TACK COAT	GAL	600	\$2.30	\$1,380.00	\$2.00	\$1,200.00	\$3.00	\$1,800.00
	11	REMOVE AND REPLACE MAILBOXS	EA	1	\$275.00	\$275.00	\$125.00	\$125.00	\$125.00	\$125.00
	12	2' RECYCLED ASPHALT SHOULDERS - SIZE 3/4"	TON	770	\$25.60	\$19,712.00	\$20.00	\$15,400.00	\$26.00	\$20,020.00
	13	Pavement Marking, Epoxy, 4? Edge Line	LF	9840	\$0.60	\$5,904.00	\$0.60	\$5,904.00	\$0.60	\$5,904.00
	14	Pavement Marking Epoxy 4" Centerline- Double Yellow	LF	9840	\$0.60	\$5,904.00	\$0.60	\$5,904.00	\$0.60	\$5,904.00
	15	Pavement Marking, Epoxy, 18-Inch, Stop Line, White	LF	15	\$16.00	\$240.00	\$16.00	\$240.00	\$16.00	\$240.00
	16	24" CMP and two (2) Metal Flared End Sections -Complete	LF	45	\$110.70	\$4,981.50	\$190.00	\$8,550.00	\$190.00	\$8,550.00
	17	21" CMPA and two (2) Metal Flared End Sections -Complete	LF	45	\$97.50	\$4,387.50	\$180.00	\$8,100.00	\$180.00	\$8,100.00
	18	24" CMPA and two (2) Metal Flared End Sections -Complete	LF	40	\$105.50	\$4,220.00	\$190.00	\$7,600.00	\$190.00	\$7,600.00
	19	SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$9.00	\$900.00	\$8.75	\$875.00	\$8.75	\$875.00
	20	TRAFFIC CONTROL	LS	1	\$6,100.00	\$6,100.00	\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00
						\$358,764.00		\$386,270.00		\$411,091.00

CHURCH ST - Main St to STH 145Length: 875' / Width: 24'

1 SAWING ASPHALT/CONCRETE PAVEMENT	LF	50	\$2.00	\$100.00	\$1.80	\$90.00	\$1.80	\$90.00
2 FULL DEPTH MILL	SY	2335	\$6.50	\$15,177.50	\$7.40	\$17,279.00	\$5.81	\$13,566.35
3 PAVEMENT REMOVAL (ASPHALT/CONCRETE)	SY	100	\$4.00	\$400.00	\$16.00	\$1,600.00	\$15.00	\$1,500.00
4 BASE AGGREGATE 1-1/4"	TON	500	\$21.00	\$10,500.00	\$19.00	\$9,500.00	\$19.00	\$9,500.00
5 GEOGRID TYPE SR	SY	700	\$1.80	\$1,260.00	\$2.00	\$1,400.00	\$1.58	\$1,106.00
6 EXCAVATION BELOW SUBGRADE (EBS)	CY	240	\$21.30	\$5,112.00	\$22.00	\$5,280.00	\$35.00	\$8,400.00
7 HMA PAVEMENT ? DRIVEWAYS 3.5"	TON	0.00E+00	\$0.00	\$0.00	\$140.00	\$0.00	\$0.00	\$0.00
8 3" BINDER COURSE - HMA 3 LT 58-285, 19 mm	TON	410	\$70.50	\$28,905.00	\$70.35	\$28,843.50	\$72.00	\$29,520.00
9 2" SURFACE COURSE - HMA 4 LT 58-285, 12 mm	TON	265	\$82.00	\$21,730.00	\$83.05	\$22,008.25	\$82.00	\$21,730.00
10 ASPHALT TACK COAT	GAL	115	\$2.30	\$264.50	\$3.00	\$345.00	\$3.00	\$345.00
11 REMOVE AND REPLACE MAILBOXS	EA	1	\$275.00	\$275.00	\$125.00	\$125.00	\$125.00	\$125.00
12 REMOVE AND REPLACE CURB AND GUTTER, 30"	LF	700	\$64.35	\$45,045.00	\$53.65	\$37,555.00	\$58.75	\$41,125.00
13 REPLACE CATCHBASIN - 6 BASINS, REUSE CASTINGS	VF	30	\$573.30	\$17,199.00	\$653.00	\$19,590.00	\$653.00	\$19,590.00
15 SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$9.00	\$900.00	\$8.75	\$875.00	\$8.75	\$875.00
16 TRAFFIC CONTROL	LS	1	\$5,600.00	\$5,600.00	\$3,500.00	\$3,500.00	\$3,100.00	\$3,100.00
				\$152,468.00		\$147,990.75		\$150,572.35

COUNTRY BELLE MANOR SUBD - Off STH 175Length: 2691' / Width: 25'

1 SAWING ASPHALT/CONCRETE PAVEMENT	LF	60	\$2.00	\$120.00	\$1.80	\$108.00	\$1.80	\$108.00
2 PULVERIZE ASPHALT PAVEMENT	SY	7475	\$2.50	\$18,687.50	\$2.60	\$19,435.00	\$2.50	\$18,687.50
3 DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE)	SY	125	\$4.00	\$500.00	\$24.00	\$3,000.00	\$15.00	\$1,875.00
4 BASE AGGREGATE 1-1/4"	TON	2000	\$21.00	\$42,000.00	\$16.55	\$33,100.00	\$19.00	\$38,000.00
5 GEOGRID TYPE SR	SY	3000	\$1.80	\$5,400.00	\$2.00	\$6,000.00	\$1.32	\$3,960.00
6 EXCAVATION BELOW SUBGRADE (EBS)	CY	1000	\$21.30	\$21,300.00	\$24.50	\$24,500.00	\$30.00	\$30,000.00
7 HMA PAVEMENT ? DRIVEWAYS 3.5"	TON	25	\$95.00	\$2,375.00	\$110.00	\$2,750.00	\$120.00	\$3,000.00
8 2.25" BINDER COURSE - HMA 3 LT 58-285, 19 mm	TON	975	\$66.00	\$64,350.00	\$69.70	\$67,957.50	\$71.00	\$69,225.00
9 1.75" SURFACE COURSE - HMA 4 LT 58-285, 12 mm	TON	735	\$74.50	\$54,757.50	\$79.50	\$58,432.50	\$75.00	\$55,125.00
10 ASPHALT TACK COAT	GAL	375	\$2.30	\$862.50	\$2.00	\$750.00	\$3.00	\$1,125.00
11 REMOVE AND REPLACE MAILBOXS	EA	1	\$275.00	\$275.00	\$125.00	\$125.00	\$125.00	\$125.00
12 2' RECYCLED ASPHALT SHOULDERS - SIZE 3/4"	TON	270	\$32.90	\$8,883.00	\$19.20	\$5,184.00	\$25.17	\$6,795.90
13 Pavement Marking, Epoxy, 18-Inch, Stop Line, White	LF	30	\$16.00	\$480.00	\$16.00	\$480.00	\$16.00	\$480.00
14 SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$9.00	\$900.00	\$8.75	\$875.00	\$8.75	\$875.00
15 TRAFFIC CONTROL	LS	1	\$4,500.00	\$4,500.00	\$3,750.00	\$3,750.00	\$3,940.00	\$3,940.00
				\$225,390.50		\$226,447.00		\$233,321.40

GLENWOOD PARK SUBD - Off Right of Way Length: 1300' / Width: 25'

1 SAWING ASPHALT/CONCRETE PAVEMENT/DRIVEWAYS	LF	800	\$2.00	\$1,600.00	\$1.80	\$1,440.00	\$1.80	\$1,440.00
2 PULVERIZE ASPHALT PAVEMENT	SY	12200	\$2.80	\$34,160.00	\$2.75	\$33,550.00	\$2.15	\$26,230.00
3 DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE)	SY	350	\$4.00	\$1,400.00	\$18.80	\$6,580.00	\$9.00	\$3,150.00
4 BASE AGGREGATE 1-1/4"	TON	1200	\$21.00	\$25,200.00	\$15.50	\$18,600.00	\$19.00	\$22,800.00
5 GEOGRID TYPE SR	SY	1800	\$1.80	\$3,240.00	\$2.00	\$3,600.00	\$1.38	\$2,484.00
6 EXCAVATION BELOW SUBGRADE (EBS)	CY	600	\$21.30	\$12,780.00	\$25.15	\$15,090.00	\$32.00	\$19,200.00
7 HMA PAVEMENT ? DRIVEWAYS 3.5"	TON	250	\$95.00	\$23,750.00	\$100.00	\$25,000.00	\$98.00	\$24,500.00
8 3" BINDER COURSE - HMA 3 LT 58-285, 19 mm	TON	2100	\$61.25	\$128,625.00	\$65.50	\$137,550.00	\$69.00	\$144,900.00
9 2" SURFACE COURSE - HMA 4 LT 58-285, 12 mm	TON	1375	\$72.50	\$99,687.50	\$75.70	\$104,087.50	\$74.00	\$101,750.00

RIVER LN - Friestadt Rd to Bunsen DrLength: 1275' / Width: 48'

1	SAWING ASPHALT/CONCRETE PAVEMENT	LF	50	\$2.00	\$100.00	\$1.80	\$90.00	\$1.80	\$90.00
2	PAVEMENT REMOVAL (MISC. AREAS)	SY	125	\$4.00	\$500.00	\$17.00	\$2,125.00	\$15.25	\$1,906.25
3	ASPHALT PAVEMENT 2" DEPTH MILL	SY	7000	\$2.35	\$16,450.00	\$2.25	\$15,750.00	\$2.40	\$16,800.00
4	BASE AGGREGATE 1-1/4"	TON	680	\$21.00	\$14,280.00	\$16.05	\$10,914.00	\$19.00	\$12,920.00
5	GEOGRID TYPE SR	SY	1020	\$1.80	\$1,836.00	\$2.00	\$2,040.00	\$1.53	\$1,560.60
6	EXCAVATION BELOW SUBGRADE (EBS)	CY	340	\$21.30	\$7,242.00	\$20.50	\$6,970.00	\$32.00	\$10,880.00
7	HMA PAVEMENT ? DRIVEWAYS 3.5"	TON	10	\$95.00	\$950.00	\$90.00	\$900.00	\$115.00	\$1,150.00
8	2" SURFACE COURSE - HMA 4 LT 58-285, 12 mm	TON	765	\$76.00	\$58,140.00	\$79.65	\$60,932.25	\$77.50	\$59,287.50
9	TRENCH PATCHING HMA 3 LT 58-285, 19 mm	TON	10	\$165.00	\$1,650.00	\$200.00	\$2,000.00	\$179.00	\$1,790.00
10	ASPHALT TACK COAT	GAL	340	\$2.30	\$782.00	\$3.00	\$1,020.00	\$3.00	\$1,020.00
11	REMOVE AND REPLACE MAILBOXS	EA	1	\$275.00	\$275.00	\$125.00	\$125.00	\$125.00	\$125.00
12	CONCRETE CURB AND GUTTER, 30"	LF	50	\$64.35	\$3,217.50	\$85.00	\$4,250.00	\$93.00	\$4,650.00
13	4" WHITE EPOXY STRIPING	LF	2550	\$0.80	\$2,040.00	\$0.80	\$2,040.00	\$0.80	\$2,040.00
14	4" YELLOW EPOXY STRIPING	LF	2550	\$0.80	\$2,040.00	\$0.80	\$2,040.00	\$0.80	\$2,040.00
15	18" WHITE EPOXY STRIPING	LF	45	\$16.00	\$720.00	\$16.00	\$720.00	\$16.00	\$720.00
16	WHITE TURN ARROW & "ONLY" EPOXY MARKINGS	EA	1	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00
17	WHITE RAIL ROAD CROSSING EPOXY MARKINGS	EA	2	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00
18	REPLACE ADJUSTMENT RINGS, REUSE CASTING	EA	3	\$1,767.50	\$5,302.50	\$750.00	\$2,250.00	\$750.00	\$2,250.00
19	RELOCATE AND REPLACE FULL HYDRANT ASSEMBLY, NEW	EA	1	\$13,180.00	\$13,180.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
20	REMOVE AND REPLACE GV BOX	EA	3	\$1,800.00	\$5,400.00	\$900.00	\$2,700.00	\$900.00	\$2,700.00
21	SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$9.00	\$900.00	\$8.75	\$875.00	\$8.75	\$875.00
22	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$4,140.00	\$4,140.00
					\$143,355.00		\$146,091.25		\$148,294.35

SYLVAN CIR - Pilgrim Rd to Squire DrLength: 2540' / Width: 30'

23	SAWING ASPHALT/CONCRETE PAVEMENT	LF	300	\$2.00	\$600.00	\$1.80	\$540.00	\$1.80	\$540.00
24	FULL DEPTH MILL	SY	8475	\$4.28	\$36,273.00	\$4.55	\$38,561.25	\$4.60	\$38,985.00
25	DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE)	SY	100	\$4.00	\$400.00	\$16.00	\$1,600.00	\$8.60	\$860.00
26	BASE AGGREGATE 1-1/4"	TON	1130	\$21.00	\$23,730.00	\$18.00	\$20,340.00	\$19.00	\$21,470.00
27	GEOGRID TYPE SR	SY	1700	\$1.80	\$3,060.00	\$2.00	\$3,400.00	\$1.32	\$2,244.00
28	EXCAVATION BELOW SUBGRADE (EBS)	CY	565	\$21.30	\$12,034.50	\$20.50	\$11,582.50	\$32.00	\$18,080.00
29	HMA PAVEMENT ? DRIVEWAYS 3.5"	TON	50	\$95.00	\$4,750.00	\$100.00	\$5,000.00	\$150.00	\$7,500.00
30	3" BINDER COURSE - HMA 3 LT 58-285, 19 mm	TON	1460	\$63.00	\$91,980.00	\$68.30	\$99,718.00	\$69.00	\$100,740.00
31	2" SURFACE COURSE - HMA 4 LT 58-285, 12 mm	TON	950	\$73.25	\$69,587.50	\$75.65	\$71,867.50	\$74.00	\$70,300.00
32	ASPHALT TACK COAT	GAL	420	\$2.30	\$966.00	\$2.00	\$840.00	\$3.00	\$1,260.00
33	REMOVE AND REPLACE MAILBOXS	EA	1	\$275.00	\$275.00	\$125.00	\$125.00	\$125.00	\$125.00
34	REMOVE AND REPLACE CURB AND GUTTER, 30"	LF	700	\$64.35	\$45,045.00	\$53.65	\$37,555.00	\$58.75	\$41,125.00
35	REPLACE CATCHBASIN - 5 BASINS, REUSE CASTINGS	VF	25	\$573.30	\$14,332.50	\$653.00	\$16,325.00	\$653.00	\$16,325.00
36	REPLACE ADJUSTMENT RINGS, REUSE CASTINGS	EA	9	\$1,767.50	\$15,907.50	\$750.00	\$6,750.00	\$750.00	\$6,750.00
37	4" WHITE EPOXY STRIPING - CROSSWALKS	LF	180	\$14.00	\$2,520.00	\$14.00	\$2,520.00	\$14.00	\$2,520.00
38	18" WHITE EPOXY STRIPING - STOP BARS	LF	60	\$16.00	\$960.00	\$16.00	\$960.00	\$16.00	\$960.00
39	REMOVE AND REPLACE GV BOX AND LID	EA	7	\$1,800.00	\$12,600.00	\$900.00	\$6,300.00	\$900.00	\$6,300.00
40	REMOVE AND REPLACE FULL HYDRANT ASSEMBLY, NEW	EA	3	\$11,500.00	\$34,500.00	\$18,000.00	\$54,000.00	\$18,000.00	\$54,000.00
41	SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$9.00	\$900.00	\$8.75	\$875.00	\$8.75	\$875.00
42	TRAFFIC CONTROL	LS	1	\$5,800.00	\$5,800.00	\$9,075.00	\$9,075.00	\$7,470.00	\$7,470.00

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 5, 2023

PLACEMENT: Action Item

ITEM TITLE: Ruekert-Mielke - Contract

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

The Sanitary Sewerage Facilities Plan Update is required by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) in conjunction with the Milwaukee Metropolitan Sewerage District (MMSD) and the Wisconsin Department of Natural Resources (WDNR). The Facilities Plan is required to coordinate the needs of the sanitary sewerage systems and sewage treatment plants to assist with planned development in Municipalities. The last Full Facilities Plan for the Village of Germantown was completed in 1983. In the meantime, amendments to the Facilities Plan have been approved and adopted. With the addition of the Village of Richfield and other areas in the Village of Germantown that will be required to be added to the Sanitary Sewer Service Area (SSSA) the SEWRPC is requiring an Update to the Full Facilities Plan.

The work and expertise needed to complete a Facilities Plan Update is very detailed and requires the work to be performed by a consultant. Ruekert-Mielke was selected with consideration that they recently completed an analysis of the sanitary pump stations within the SSSA which included an investigation into the overall sanitary sewer system in the Village of Germantown. This completed sanitary pump station analysis is a portion of the Facilities Plan.

The proposal from Ruekert-Mielke, Inc is time and material based with an estimated cost of \$62,400.00 and having a completion date of August 30th, 2023.

The Facilities Plan Update will be paid from an account in the Wastewater Utility

ATTACHMENT:

1. G. Sanitary Sewerage Facilities Plan Proposal

RECOMMENDATION:

Staff recommends the Village Board approve the Time & Material Proposal from Ruekert-Mielke, Inc, for an estimated amount of \$62,400.00 to complete a Sanitary Sewerage Facilities Plan Update and forward with a positive approval to the Village Board.

ACTION BY Committee:

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.

March 3, 2023

Mr. Larry Ratayczak, P.E.
Director of Public Works
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Re: Village of Germantown Sanitary Sewerage Facilities Plan

Dear Larry,

Thank you for the opportunity to provide the Village of Germantown with a proposal for engineering services for the above-referenced project. We understand the Village has coordinated with the Village of Richfield, Southeastern Wisconsin Regional Planning Commission (SEWRPC), the Wisconsin Department of Natural Resources (WDNR), and the Milwaukee Metropolitan Sanitary Sewerage District (MMSD) in planning for an expansion of the existing Germantown sanitary sewer service area (SSSA). The expansion would add approximately 814 acres in the Village of Germantown and the Village of Richfield. The expansion would accommodate potential development in Richfield and provide sewer service to the Village of Germantown for areas adjacent to the proposed sewer route. The Germantown portion of the SSSA addition is approximately 431 acres plus an additional 95 acres of right-of-way. The Richfield portion of the SSSA addition is approximately 273 acres plus an additional 15 acres of right-of-way.

The WDNR and SEWRPC have indicated that they will provide approval for the SSSA amendment with the condition that the Village provide updated sewage flow rates routed through Germantown to the MMSD connection point. The present Germantown flow rate allocation from the MMSD is significantly below the MMSD threshold amounts.

Also, WDNR, SEWRPC, and MMSD have requested as part of this arrangement, the Village undertake a sanitary sewer Facilities Plan Update. The Facilities Plan will include a new larger Planning Area compared to the Planning Area identified in the most recent 1983 Facilities Plan. In discussion with the Village, SEWRPC and WDNR, the incremental Planning Area addition will consist of Section 12 of Township 9 North, Range 19 East. This Section is the northwest quadrant of the STH 41/45 and STH 167 intersection. The proposed 814 acres of SSSA addition is included in the incremental Planning Area.

Ruekert & Mielke, Inc. (R/M) has previously worked with the Village on an analysis of the sanitary pump stations within the existing SSSA. We will use this study and its results as a part of this Facilities Plan.

Our specific scope of services includes the following:

1. Have a kickoff meeting with the Village, the MMSD and the SEWRPC.
2. Review existing reports, historical information, and existing sanitary sewered area.
3. Identify the incremental Planning Area. In general, this is the existing Planning Area with the addition of the land west of Interstate 41 described as Section 12 of Township 9 North, Range 19 East.
4. Analyze the land use in existing SSA but outside existing sewered area. Using current land use and flow factors, determine flow rates from this area and compare them with the flow rates from 1983 Facilities Plan.
5. Determine if sewer upgrades and sanitary pumping station upgrades are necessary to accommodate future flow rates in the unsewered areas within the existing SSA. Identify the extent of such upgrades and costs. We will use the 2022 sanitary pumping stations study that R/M completed for the Village.

6. Analyze the incremental Planning Area. Provide description of land with topography, soil types, flooding areas and wetlands. Provide maps for topography, soil types, flood plains and floodways, and wetlands.
7. Provide a basis of design for the incremental Planning Area for the following components.
 - a. identify the design period.
 - b. identify population densities using the SEWRPC quarter-section population projections.
 - c. calculate per capital sewage flow rates for average day, peak day and peak hour taking into account inflow and infiltration.
 - d. calculate sewage flow rates from industrial, commercial and institutional land uses.
 - e. calculate the design flow rates for average day, peak day, and peak hour.
 - f. determine a conceptual design of sewers greater than or equal to 12 inches in diameter with size, grade, and maximum velocity.
 - g. determine a conceptual design of sanitary pumping stations with style, size, standby components and required capacity.
 - h. assemble capital and operation and maintenance costs of new sewers and sanitary pumping stations in the incremental Planning Area.
8. Conduct a preliminary environmental analysis of incremental Planning Area. Per coordination with the WDNR, this will include an endangered species review, a review as to whether wetlands would be impacted, and a floodplain analysis. The more detailed environmental assessment required in WAC NR 110.09 (3) is not anticipated and are not included in this scope of work.
9. Determine if sewer upgrades and pumping station upgrades are necessary to accommodate future flow rates in the incremental Planning Area with the existing Planning Area fully developed. Identify the extent of such upgrades and costs.
10. Write the report document incorporating tables, figures, and maps.
11. Have a 60% review meeting with Village, MMSD and SEWRPC. Incorporate comments.
12. Have a 90% review meeting with Village, MMSD and SEWRPC. Incorporate comments.
13. Finalize the report.
14. Present the Facilities Plan summary at a Village of Germantown Board meeting.

We propose to provide the above services on a time and material basis using our standard rates for an estimated fee of \$62,400.00. This proposal assumes the work will be completed by August 30, 2023. Final agency approvals may extend beyond August 30, 2023.

Our deliverable will be a hard copy formal report that will be submitted to WDNR, SEWRPC and MMSD for approval. Four hard copies of the report will be given to the Village as well as a book-marked digital copy.

Our proposal does not include any coordination, meetings, or negotiation associated with the Intergovernmental Agreement between the Village of Germantown and the Village of Richfield.

Mr. Larry Ratayczak, P.E.
Village of Germantown
March 3, 2023
Page 3

The above-described professional services will be provided to you in accordance with the attached two-page, **Standard Term & 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.

Please feel free to call me with any questions concerning this proposal.

Respectfully,

RUEKERT & MIELKE, INC.

David W. Arnott, P.E. (WI, IL)
Team Leader / Senior Project Manager
darnott@ruekert-mielke.com

DWA:sjs

Enclosure(s)

cc: Tim Zimmerman, Village of Germantown
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

CLIENT NAME:

Village of Germantown

ENGINEER:

Ruekert & Mielke, Inc.

Signature: _____

Signature: _____
Steven C. Wurster, P.E.

Title: _____

Title: Senior Vice President/COO

Date: _____

Date: March 3, 2023

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: David W. Arnott, P.E.

Title: Team Leader / Senior Project Manager

Phone Number: (262) 953-3080

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 & HIGHWAYS COMMITTEE

MEETING DATE: April 5, 2023

PLACEMENT: Action Item

ITEM TITLE: Booster Station - Contract

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

The Booster Station was advertised for bids which were received and read on March 8th, 2023. Five (5) bidders responded to the advertisement with a qualified and accepted bid.

The bids received are as follows:

- Mike Koenig Construction Co.; \$1,114,550.00
- JH Hassinger, Inc; \$1,144,000.00
- Ray Stadler Construction, Co., Inc \$1,195,000.00
- August Winter & Sons, Inc; \$1,282,000.00
- Mid-City Corporation \$1,291,500.00

The Booster Station is needed to take water from the existing lower pressure water system and fill the new Water Tower at Rockfield Road. The Booster Station was required before the water tower height was increased and has no connection to serving the Village of Richfield.

The engineer's estimate was \$1,200,000.00.

Staff and Foth have reviewed the bids and recommend the contract be awarded to Mike Koenig Construction Co. in the amount of \$1,114,550.00.

The project is paid from the following Accounts:

1. Water Utility; 50% of total contract amount
2. TID #8; 50% of remaining 50% of contract amount
3. TID #6; 20% of remaining 50% of contract amount

TID #7; 30% of remaining 50% of contract amount

ATTACHMENT:

1. H. Goldendale Booster Station Bid Tab

RECOMMENDATION:

Staff recommends awarding the contract to Mike Koenig Construction in the amount of \$1,114,550.00 and forward with a positive recommendation to the Village Board.

ACTION BY Committee:

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.

Goldendale Road Water Booster Station (#8395518)

Owner: Village of Germantown

Solicitor: Foth - Milwaukee

03/08/2023 10:00 AM CST

					MIKE KOENIG CONSTRUCTION CO.,		JH Hassinger, Inc.		Ray Stadler Const., Co. Inc.		August Winter & Sons, Inc		Mid City Corporation	
Section Title			Item Description		UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid								\$1,104,550.00		\$1,134,000.00		\$1,185,000.00		\$1,272,000.00
	1	1	Goldendale Road Water Booster Station Including Cummins Generator and Energenecs Integrator		LS	1	\$1,104,550.00	\$1,104,550.00	\$1,134,000.00	\$1,134,000.00	\$1,185,000.00	\$1,185,000.00	\$1,272,000.00	\$1,272,000.00
Allowance							\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	ALL	ALL	Allowance - Natural Gas Service		LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Bid Alternate A								\$39,170.00		\$35,000.00		\$40,500.00		\$49,000.00
	A1	A1	Add/Deduct for Removing Cummins Generator and Utilizing Kohler Generator; Incl wider exhaust louver/knockout/adjusting vertical alignment of louver/reducing pad height/adjustment of piping-HVAC/mods		LS	1	\$39,170.00	\$39,170.00	\$35,000.00	\$35,000.00	\$40,500.00	\$40,500.00	\$49,000.00	\$49,000.00
Bid Alternate B								(\$3,000.00)		(\$3,000.00)		(\$3,000.00)		(\$3,000.00)
	B1	B1	Add/Deduct for Providing Altronex as System Integrator in lieu of Energenecs		LS	1	(\$3,000.00)	(\$3,000.00)	(\$3,000.00)	(\$3,000.00)	(\$30,000.00)	(\$30,000.00)	(\$3,000.00)	(\$3,000.00)
Base Bid Total:								\$1,114,550.00		\$1,144,000.00		\$1,195,000.00		\$1,282,000.00

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

MEETING DATE: April 5, 20223

AGENDA ITEM: New Business

ITEM TITLE: Award Contract – Glenwood Park Subd. Sanitary Sewer & Water Main Relays

SUBMITTED BY: Lawrence W Ratayczak, PE- Director of Public Works

SUMMARY EXPLANATION:

The Glenwood Park Sanitary Sewer & Water Main Relay project will replace some of the oldest sanitary sewer and water mains in the Village of Germantown. This project will also abandon (eliminate) one of the oldest sanitary lift stations. The project bid opening is scheduled for April 3, 2023 at 10 am; therefore the results will be handed out the night of the PWHC meeting.

The street repaving portion of this project has been included in the 2023 Road Improvement program with the intention of receiving a more competitive bid. The project includes; Sanitary Sewer replay (3,454 lf); water main relay (4,230 lf) and relay of sanitary laterals and water services to property line.

The bids received are as follows:

- | | |
|--------------------------|----------------|
| • MJ Construction, Inc; | \$2,994,960.00 |
| • Mid-City Corporation; | \$3,577,136.25 |
| • Super Excavators, Inc; | \$3,762,166.00 |

Engineering Staff has reviewed the bids and approves of the low bid contractor. The project will be paid for by the Wastewater Utility, Water Utility, 2023 Road Improvement Project and Grant Funding from MMSD.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER __ xx__

- Bid Tabulation

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve the bid from MJ Construction, Inc in the amount of \$2,994,960.00 for the Glenwood Park Subdivision Sanitary Sewer and Water Main Relay project and forward with a positive approval to the Village Board.

COMMITTEE ACTION:

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

Glenwood Park Subdivision Utility Relay (#8420471)**Owner: Village of Germantown****raSmith Project Number: 1191221****Bid Opening: 04/03/2023 10:00 AM CDT**

				MJ Construction, Inc.		Mid City Corporation		Super Excavators, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section 1: Sanitary Sewer Glenwood Park									
1	Inlet Protection	EA	10	\$58.00	\$580.00	\$58.00	\$580.00	\$200.00	\$2,000.00
2	Slope Interruption Device (Wattles)	LF	175	\$8.00	\$1,400.00	\$7.95	\$1,391.25	\$20.00	\$3,500.00
3	12" Dia. Sanitary Sewer Relay	LF	1623	\$252.00	\$408,996.00	\$345.00	\$559,935.00	\$300.00	\$486,900.00
4	8" Dia. Sanitary Sewer Relay	LF	1831	\$212.00	\$388,172.00	\$225.00	\$411,975.00	\$270.00	\$494,370.00
5	6" Dia. Sanitary Sewer Relay (Public)(49)	LF	1571	\$186.00	\$292,206.00	\$235.00	\$369,185.00	\$225.00	\$353,475.00
6	6" Dia. Sanitary Sewer Relay Spoil Backfill (Private)	LF	1914	\$155.00	\$296,670.00	\$160.00	\$306,240.00	\$105.00	\$200,970.00
7	6" Dia. Sanitary Sewer Relay Granular Backfill (Private)	LF	276	\$165.00	\$45,540.00	\$265.00	\$73,140.00	\$176.00	\$48,576.00
8	Sanitary Lateral Connection in House W/C.O.	EA	25	\$2,300.00	\$57,500.00	\$3,300.00	\$82,500.00	\$4,300.00	\$107,500.00
9	Sanitary Lateral Connection Outside of House W/C.O.	EA	24	\$2,200.00	\$52,800.00	\$1,900.00	\$45,600.00	\$2,100.00	\$50,400.00
10	Finished Basement Restoration (Est)	EA	17	\$500.00	\$8,500.00	\$2,000.00	\$34,000.00	\$3,000.00	\$51,000.00
11	Sanitary Lateral Riser (Est)	VF	25	\$300.00	\$7,500.00	\$150.00	\$3,750.00	\$250.00	\$6,250.00
12	48" I.D. Sanitary Manhole	VF	150	\$1,050.00	\$157,500.00	\$605.00	\$90,750.00	\$850.00	\$127,500.00
13	48" I.D. Sanitary Manhole (Outside Drop)	VF	15	\$1,250.00	\$18,750.00	\$605.00	\$9,075.00	\$950.00	\$14,250.00
14	Pre Sanitary Lateral Televising	EA	49	\$350.00	\$17,150.00	\$475.00	\$23,275.00	\$225.00	\$11,025.00
15	Post Sanitary Lateral Televising	EA	49	\$75.00	\$3,675.00	\$500.00	\$24,500.00	\$225.00	\$11,025.00
16	Trench Check Dam (Sewer & Water)	EA	74	\$300.00	\$22,200.00	\$1,250.00	\$92,500.00	\$100.00	\$7,400.00
17	Lift Station Abandonment	LS	1	\$9,000.00	\$9,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00
18	12" Dia. CMP Culvert	LF	164	\$114.00	\$18,696.00	\$150.00	\$24,600.00	\$125.00	\$20,500.00
19	Traffic Control (Pilgrim Road)	LS	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
20	Asphalt Pavement Replacement Roadway	SY	170	\$75.00	\$12,750.00	\$115.00	\$19,550.00	\$140.00	\$23,800.00
21	Asphalt Pavement Replacement Driveway	SY	400	\$75.00	\$30,000.00	\$75.00	\$30,000.00	\$110.00	\$44,000.00
22	Concrete Pavement Replacement	SY	200	\$65.00	\$13,000.00	\$120.00	\$24,000.00	\$150.00	\$30,000.00
23	Lawn and Landscape Restoration (Public)	SY	2000	\$11.00	\$22,000.00	\$10.95	\$21,900.00	\$11.00	\$22,000.00
24	Lawn and Landscape Restoration (Private)	SY	3000	\$11.00	\$33,000.00	\$10.95	\$32,850.00	\$16.00	\$48,000.00
25	Water Service Repair and/or Replacement (Est Private Property)	EA	25	\$995.00	\$24,875.00	\$2,000.00	\$50,000.00	\$1,500.00	\$37,500.00
	Section 1 Subtotal:				\$1,944,960.00		\$2,376,296.25		\$2,251,941.00

				MJ Construction, Inc.		Mid City Corporation		Super Excavators, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section 2: Sanitary Sewer Church Street									
26	Bedrock Excavation	CY	50	\$150.00	\$7,500.00	\$600.00	\$30,000.00	\$50.00	\$2,500.00
27	8" Dia. Sanitary Sewer Relay	LF	217	\$280.00	\$60,760.00	\$315.00	\$68,355.00	\$255.00	\$55,335.00
28	48" I.D. Sanitary Manhole	VF	13	\$1,050.00	\$13,650.00	\$605.00	\$7,865.00	\$950.00	\$12,350.00
Section 2 Subtotal:					\$81,910.00		\$106,220.00		\$70,185.00
Section 3: Water Main									
29	8" Dia. Water Main Relay	LF	4140	\$135.00	\$558,900.00	\$173.00	\$716,220.00	\$225.00	\$931,500.00
30	Hydrant Assembly	EA	8	\$9,775.00	\$78,200.00	\$8,500.00	\$68,000.00	\$12,500.00	\$100,000.00
31	Hydrant Assembly W/Salvaged Hydrant	EA	1	\$8,100.00	\$8,100.00	\$5,000.00	\$5,000.00	\$8,600.00	\$8,600.00
32	Hydrant Assembly W/Salvaged Hydrant & Gate Valve	EA	1	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$6,600.00	\$6,600.00
33	8" Gate Valve & Box	EA	21	\$2,850.00	\$59,850.00	\$2,500.00	\$52,500.00	\$3,000.00	\$63,000.00
34	8" Dia. Water Main Offset (Est)	EA	3	\$7,800.00	\$23,400.00	\$10,500.00	\$31,500.00	\$8,000.00	\$24,000.00
35	1 1/4" Water Service Relay	LF	1674	\$110.00	\$184,140.00	\$100.00	\$167,400.00	\$160.00	\$267,840.00
36	Corporation Stop, Curb Stop, Box and Connection to Original Service	EA	50	\$950.00	\$47,500.00	\$1,000.00	\$50,000.00	\$750.00	\$37,500.00
37	Polystyrene Insulation	LF	100	\$15.00	\$1,500.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
Section 3 Subtotal:					\$968,090.00		\$1,094,620.00		\$1,440,040.00
Base Bid Total:					\$2,994,960.00		\$3,577,136.25		\$3,762,166.00

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 5, 2023

PLACEMENT: Action Item

ITEM TITLE: New DPW Building - Bid Package #3 Approval

SUBMITTED BY: Lawrence Ratayczak

SUMMARY EXPLANATION:

Bid Package #3 (last Bid Package) for the new Department of Public Work Facility was publicly opened on March 28th, 2023, at 2:00 pm. This bid package included 2 buildings (combined salt shed/brine production & yard waste facility), a Fuel Station and a bulk water fill station.

In addition, Bid Package #3 includes Owner provided Equipment for which Requests for Proposals were issued to selected equipment distributors. The equipment proposals received included vehicle lifts, oil dispensers, cranes, paint booth, pressure washers, elevator, appliances, brine equipment, furnishings & furniture.

Moore is the Project manager and is responsible for entering into contracts with the contractors and suppliers of equipment and this is first performed after receiving approvals from the Village.

Bid Package #3 is the last of items to obtain to achieve the final bid price of the DPW Facility. Therefore, the total bid price for the DPW Facility is: \$41,366,322.00.

The original estimated cost was \$41,490,170.00. Both values include contingency amounts originally included in the project estimated cost. **Therefore, at this time the total bid cost is \$123,848.00 below the original estimated cost.**

ATTACHMENT:

1. J. Bid Package #3 Results Summary

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve Bid Package #3 for the DPW Facility in the amount of \$6,753,122.00 and forward with a positive recommendation to the Village Board.

ACTION BY Committee:

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 VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: April 3, 2023
AGENDA ITEM: New Business
ITEM TITLE: Award Bid Package #3
New Department of Public Works Facility

SUMMARY EXPLANATION

Staff publicly advertised for (4) disciplines related to construction of the new DPW Facility. Bids were opened on March 28, 2023 at 2:00pm and the type of work and low bidder are listed below:

The low bids received are as follows:

- | | |
|---|-------------|
| 1. Wheeler / Multiple Trades (Salt Shed) | \$2,206,053 |
| 2. ABC / Multiple Trades (Metal Building) | \$1,470,890 |
| 3. US Petroleum (Fuel Station) | \$415,095 |
| 4. Flowpoint / Multiple Trades (Bulk Fill Station) | \$105,395 |

The remainder of Bid Package #3 includes Owner Provided Equipment. Summary as follows:

- | | |
|--|--------------------|
| 1. US Petroleum (Vehicle Lifts) | \$341,889 |
| 2. US Petroleum (Oil Dispensers) | \$147,276 |
| 3. Metropolitan Crane (Cranes) | \$113,040 |
| 4. ICAFe Inc (Paint Booth) | \$21,264 |
| 5. Wisconsin Steam Cleaner (Pressure Washers) | \$30,139 |
| 6. Schindler (Elevator) | \$115,500 |
| 7. Grand Appliance (Appliances) | \$1,387 |
| 8. Casper's Truck Equipment (Brine Equipment) | \$255,135 |
| 9. Multiple (Furnishings) | \$8,577 |
| 10. EBI (Furniture) | \$134,180 |
| TOTAL: | \$6,753,122 |

Original Budget: \$41,490,170

Final Budget through BP#3: \$41,366,322

Staff and Moore Construction Services have reviewed the bids submitted and determined that all bids were responsive to the requirements of the Advertisement for Bids.

ATTACHMENT: ORDINANCE ____ RESOLUTION ____ OTHER ____

RECOMMENDATION:

Staff recommends the Village Board award the bids as outlined above in the total amount of \$



Village of Germantown

2021 Financial highlights

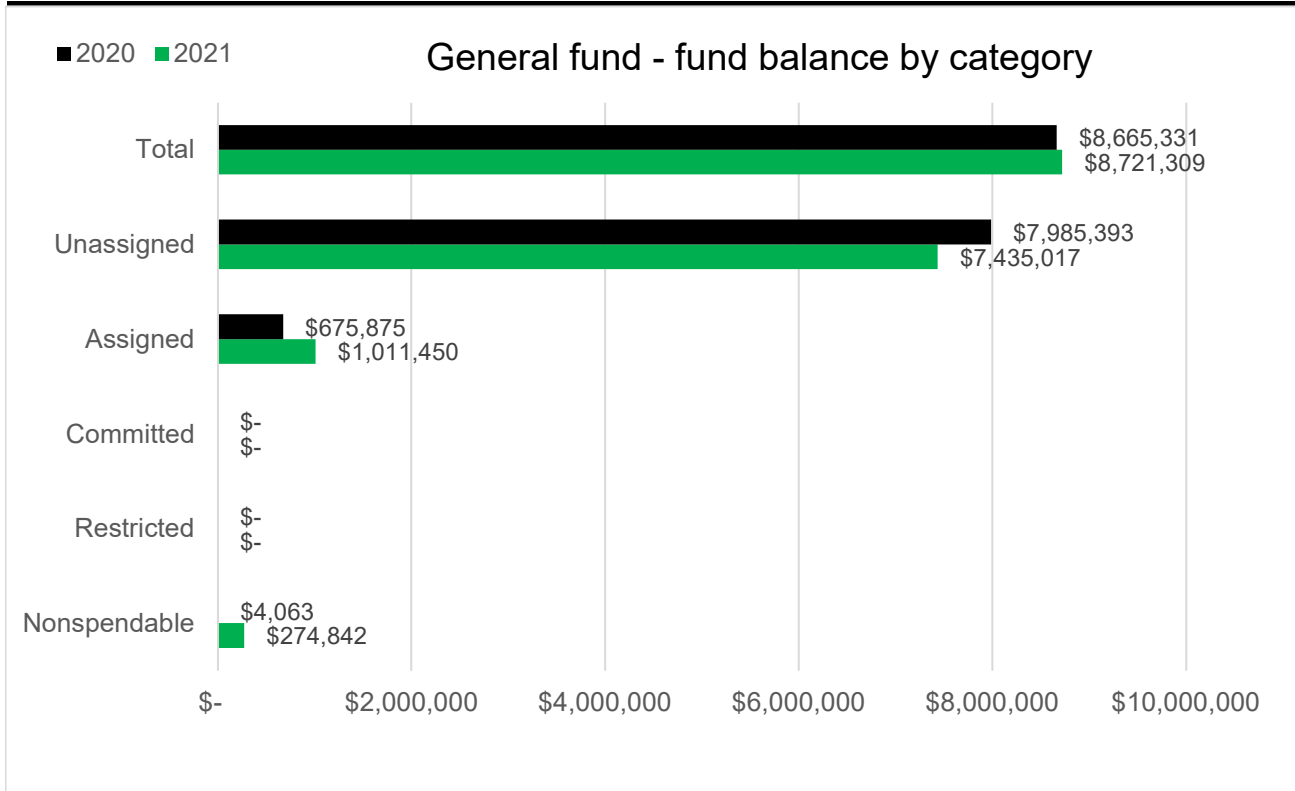
Client service team

Amanda Blomberg, Director

Leah Gaffney, Manager

Village of Germantown

General fund results



Summarized income statement

	Actual	Final budget	Variance
Revenues and other financing sources	\$ 17,902,442	\$ 17,548,091	\$ 354,351
Expenditures and other financing uses	17,846,464	17,548,091	(298,373)
Net change in fund balance	<u>\$ 55,978</u>	<u>\$ -</u>	<u>\$ 55,978</u>

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

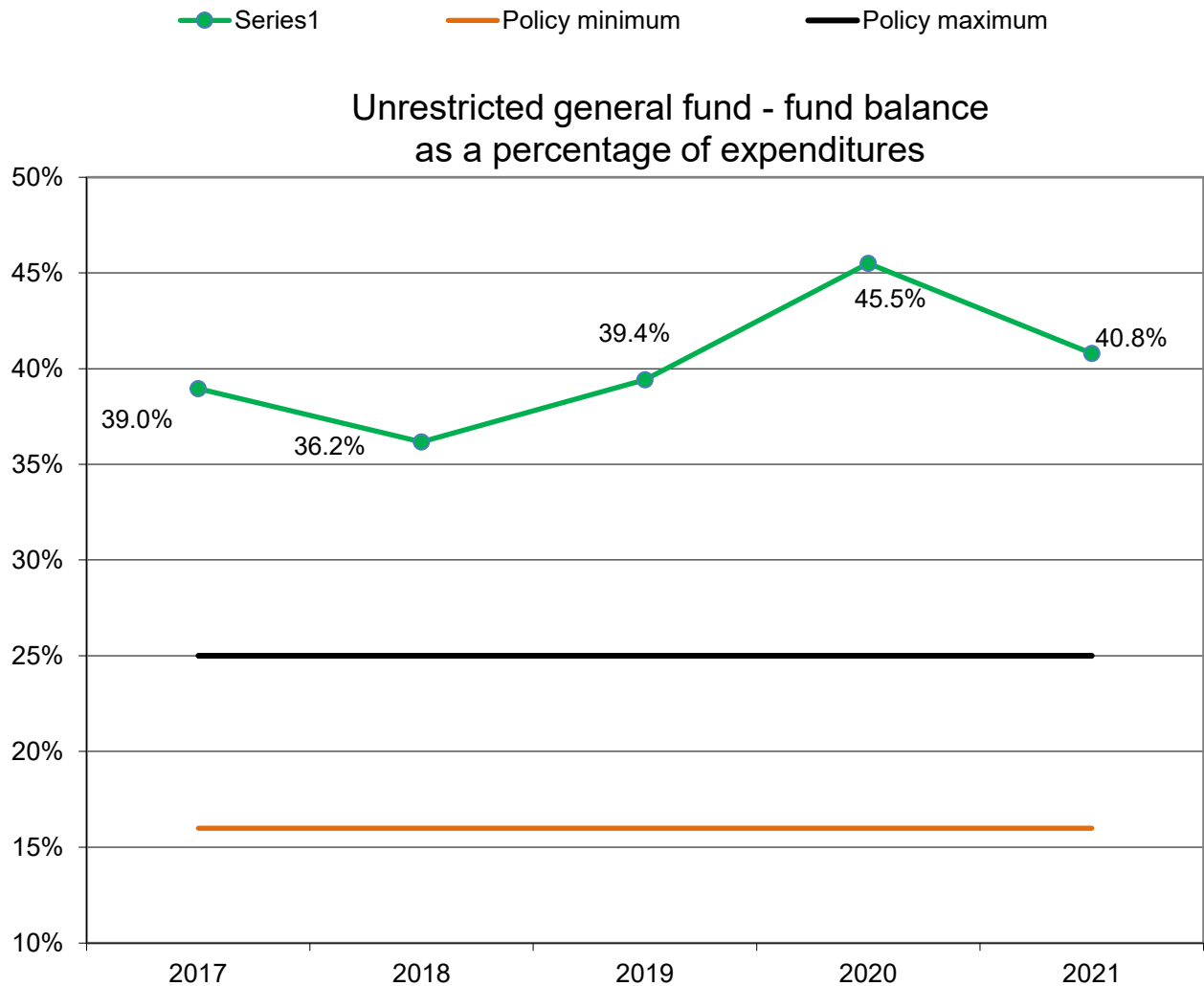
Unassigned - residual amounts that have not been classified within other categories above.

Village of Germantown

General fund - fund balance trends

Fund balance policy:

Maintain an unassigned general fund balance within Unassigned fund balance of 16-25% of Village's subsequent year general fund expenditure budget.



Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

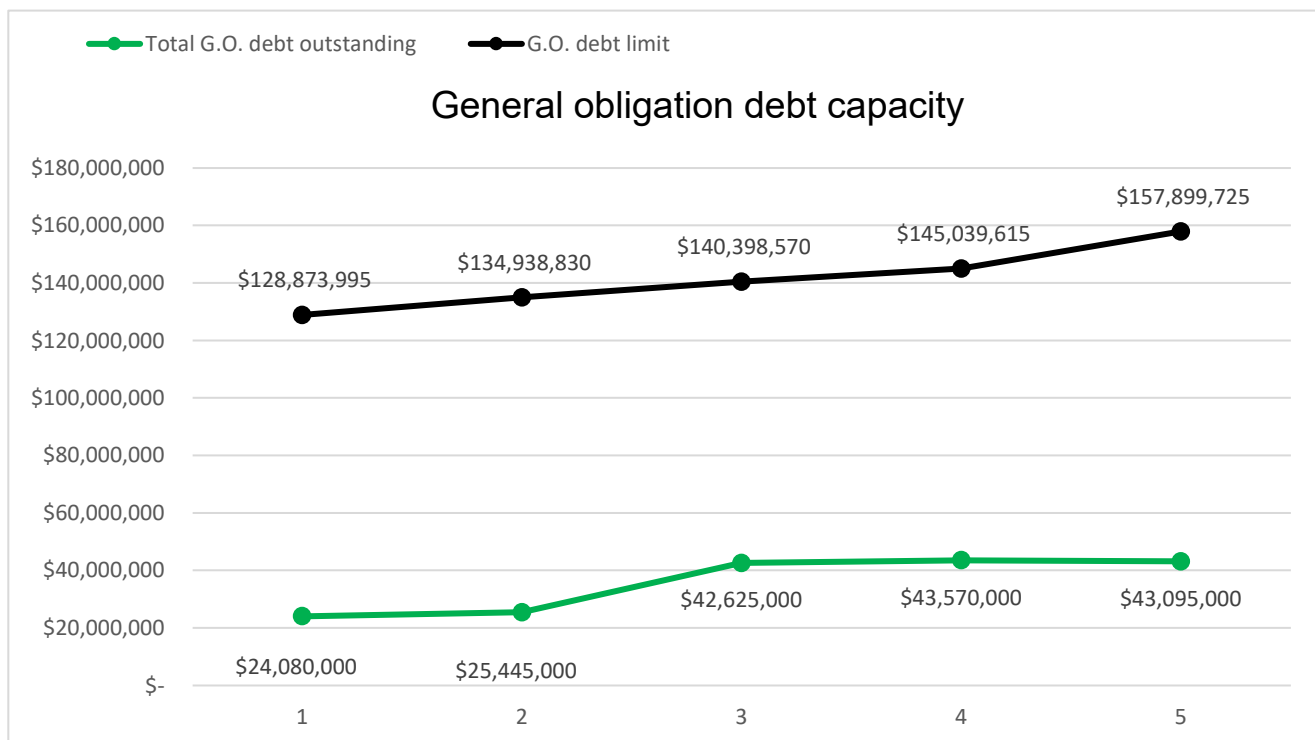
Village of Germantown

General obligation debt

Debt management policy:

The Village does not currently have a debt management policy outside of the legal debt limitation.

Actual percentage of debt limit at 12/31/21: **27%**



Total debt outstanding by type at 12/31/2021

	General obligation	Revenue debt	Capital Leases	Total
Village	\$ 40,395,000	\$ -	\$ 75,503	\$ 40,470,503
Utilities	2,700,000	689,413	-	3,389,413
Total	\$ 43,095,000	\$ 689,413	\$ 75,503	\$ 43,859,916

Comparative metrics available online through the Wisconsin Policy Forum.

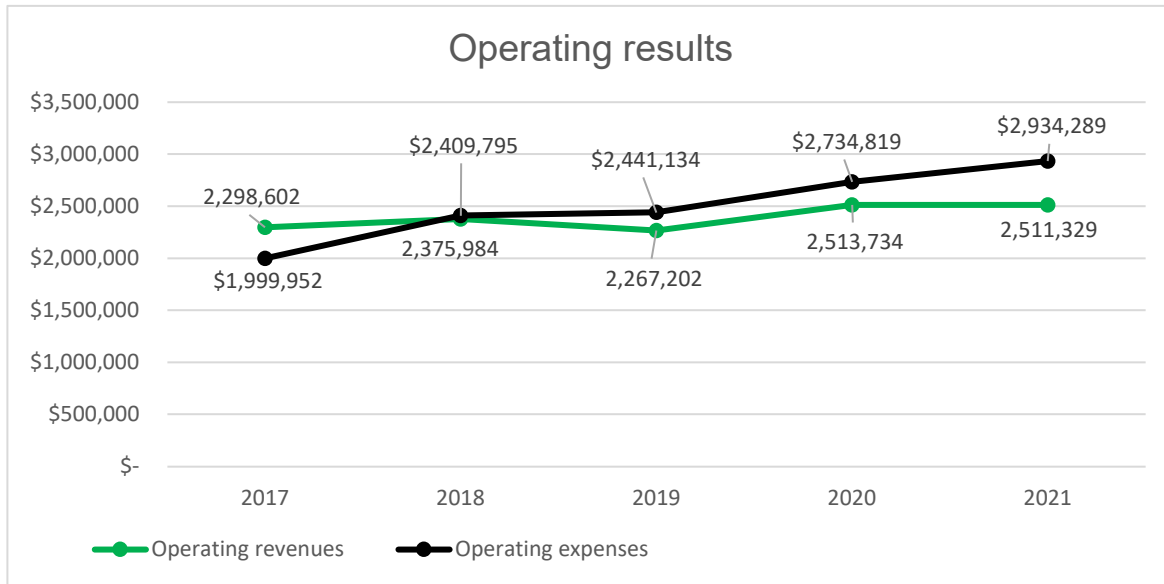
<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

Select "Debt" -- options for custom comparisons or comparisons by county

Germantown Water Utility

Water Utility Results

	Current Year	Prior Year
Actual Rate of Return	-3.46%	-2.73%
Authorized Rate of Return	1.00%	1.00%



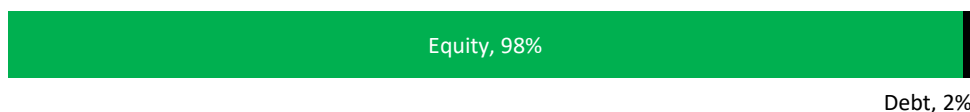
Unrestricted Reserves

	2017	2018	2019	2020	2021
Year end balance	\$ 2,237,405	\$ 1,276,527	\$ 1,335,677	\$ 1,574,519	\$ 1,354,527
Months on hand	11.68	6.45	7.07	7.52	6.47

Debt Coverage

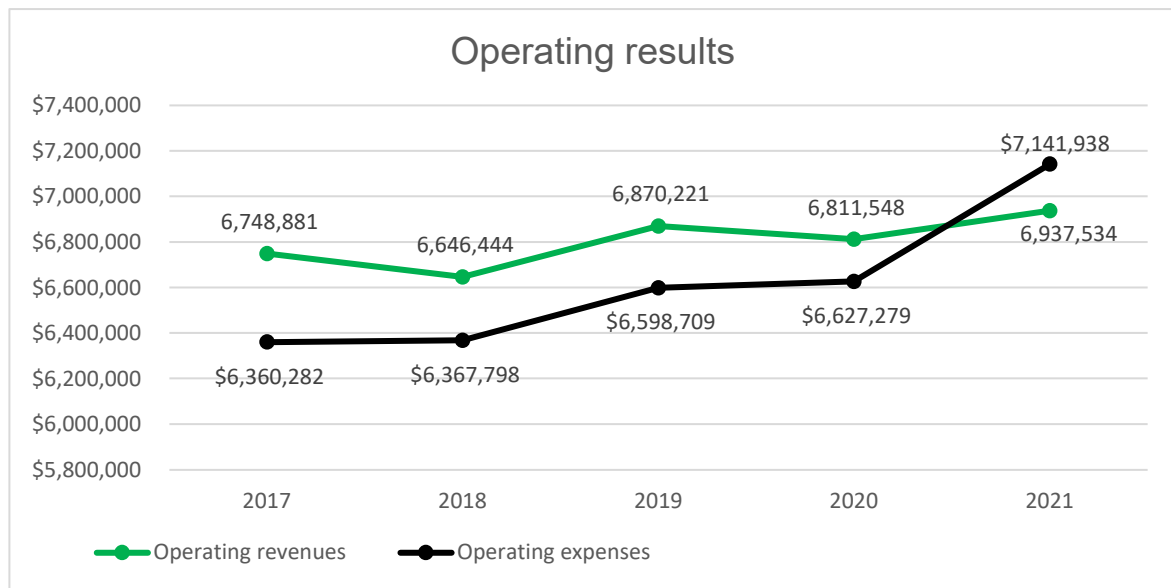
	2017	2018	2019	2020	2021
Actual	9.50	7.11	6.48	5.83	4.53
Required	1.25	1.25	1.25	1.25	1.25

Investment in Capital



Germantown Sewer Utility

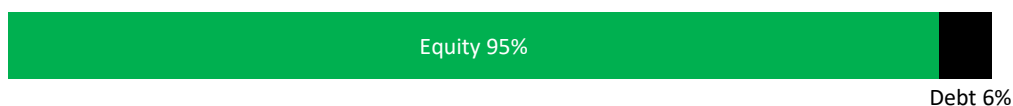
Sewer Utility Results



Unrestricted Reserves

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Year end balance	\$ 6,111,609	\$ 7,043,583	\$ 8,167,696	\$ 6,223,634	\$ 5,766,829
Months on hand	10.87	12.72	14.27	10.96	9.98

Investment in Capital



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

MEETING DATE: April 5, 2023
PLACEMENT New Business
ITEM TITLE: Potential Changes to the Summer Sewer Service Credit
SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

At their meeting on March 8th, the Utility Advisory Committee considered a motion to modify the summer sewer service credit for 2023. The current calculation as approved by the Village Board is: $((Q1 + Q2)/2) * 1.15$ and is applied only to the third quarter bill. The proposal considered by the Utility Advisory Committee would change the calculation to $((Q1 + Q4)/2) * 1.15$ and would be applied to both the second and third quarter bills. If approved, the proposal would change the application of the summer sewer service credit back to the formula used prior to 2022. The motion at the Utility Advisory Committee failed on a 2-2 vote.

If adopted, this would be the third change to the summer sewer service credit in the past year. Staff believes we would be able to make the change in time for the second quarter bills that are sent out at the end of June. However, the short timeline would not leave us with enough time to test the change before implementation.

Staff is working on an RFP to complete a full rate study for the sewer utility. One alternative for the Committee would be to wait with any additional changes to the summer sewer service credit until the rate study is completed.

ATTACHMENT: ORDINANCE ____ RESOLUTION ____ OTHER ____

RECOMMENDATION:

Direct the Utility Advisory Committee to work with staff to complete a full rate review for the Sewer Utility and bring recommendations to the Public Works & Highways Committee before the end of 2023.

ACTION BY Committee:



VILLAGE ATTORNEY

N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337
Phone: 262-250-4700

TO: Village Board
FROM: Brian C. Sajdak, Village Attorney
DATE: April 13, 2023
RE: Establishment of All-Terrain Vehicle routes on Germantown Roads

The Public Safety Committee considered the suggestion from some community members to authorize all-terrain vehicles on Germantown roads. Under Wisconsin law, there are two methods of accomplishing this.

First, under Wis. Stat. § 23.33(8), the Village could designate any of its roads as an “all-terrain vehicle route.” These routes can only be along roads that are under the Village’s jurisdiction. So, for example, the Village could not designate Mequon Road as an all-terrain vehicle route because it is a state highway. If the Village desired to include a road for which the Village does not have jurisdiction, it would have to seek permission from the entity that has jurisdiction over that road.

An alternative method is found in Wis. Stat. § 23.33(11), which authorizes the Village to authorize the operation of all-terrain vehicles on any road within the Village that has a speed limit of 35 miles per hour or less. This authorization applies even to roads for which the Village does not have jurisdiction (with the exception of highways in the interstate system).

Many surrounding communities have adopted code provisions allowing the use of all-terrain vehicles in their communities, although I note the Mequon considered doing so in 2022 and declined to do so. Examples of the communities that have done so are attached.

The Committee is seeking input from the Village Board about whether to authorize all-terrain vehicles on Village Roads. If there is desire to do so, the Committee seeks a recommendation and referral back to the Committee to prepare a formal ordinance and map to reflect this authorization. Thus, there are two questions for discussion:

1. Does the Board desire to authorize the use of all-terrain vehicles on Village Roads?
2. If so, is there any desire to consider high-speed roadways (over 35 miles per hour) as part of any ordinance allowing all-terrain vehicles within the Village?

COMMITTEE AGENDA ITEM REQUEST FORM

I, Trustee Rick Miller hereby request that the following item(s) be placed
on the next agenda of the Public Safety Committee for
consideration and action:

ITEM REQUESTED:

Use of All-Terrain Vehicles on Village Roads. WI State Statute 23.33 (11) (a) Counties, towns, cities and villages may enact ordinances regulating all-terrain vehicles and utility terrain vehicles on all-terrain vehicle trails maintained by or on all-terrain vehicle routes designated by the county, city, town or village.

DISCUSSION/REASON:

I have received several requests for allowing ATVs on Village Roads. Neighboring communities including the Town of Jackson (Adjacent to Germantown's Northern Border) allow ATVs on streets. This trend is in many areas of Wisconsin already. We are requesting the Public Safety Committee consider an ordinance to allow ATV on Germantown Streets.

Dated the 21st day of March, 2023



Signature of Trustee 1


Joelle Pieper (Mar 21, 2023 13:58 CDT)

Signature of Trustee 2

Received: _____

By: _____



THE CORPORATION OF THE TOWN OF ERIN

By-Law #21 – 52

Being a By-law to permit and regulate the use of off-road vehicles on certain roadways under the jurisdiction of the Corporation of the Town of Erin

Whereas the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that the powers of a municipality shall be interpreted broadly so as to enable a municipality to govern its affairs as it considers appropriate and to respond to issues.

And Whereas the Municipal Act, 2001, S.O. 2001, c. 25, as amended, section 11. (3), provides that a municipality may pass by-laws with respect to municipal owned highways, including parking and traffic on such highways.

And Whereas the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended, provides that the council of a municipality may pass by-laws permitting the operation of off-road vehicles or classes of off-road vehicles on any highway within the municipality that is under the jurisdiction of the municipality, or on any part or parts of such highway, and only during specified times.

And Whereas the Council of the Town of Erin deems it in the public interest to permit and regulate the operation of off-road vehicles upon its highways or parts of its highways.

Therefore be it resolved that the Council of the Corporation of the Town of Erin Enacts as follows:

1. SHORT TITLE

1.1 This by-law shall be known as "The Off-Road Vehicle By-law".

2. DEFINITIONS

Boulevard shall mean that portion of every road allowance which is not used as a sidewalk.

Highway shall mean a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Off-road Vehicle or ORV, shall mean a vehicle propelled or driven otherwise than by muscular power or wind and designed to travel,

- (a) On not more than three wheels, or
- (b) On more than three wheels and being of a prescribed class of vehicle which shall be limited to the following:

- i. all-terrain vehicle or ATV means an off-road vehicle that,
 - a. has four wheels, the tires of which are all in contact with the ground,
 - b. has steering handlebars,
 - c. has a seat that is designed to be straddled by the driver, and
 - d. is designed to carry,
 - 1) a driver only and no passengers, or
 - 2) a driver and only one passenger, if the vehicle,
 - A. has one passenger seat that is designed to be straddled by the passenger while sitting facing forward behind the driver, and
 - B. is equipped with footrests for the passenger that are separate from the footrests for the driver.
- ii. extreme terrain vehicle means an off-road vehicle that,
 - a. has six or eight wheels, the tires of which are all in contact with the ground,
 - b. has no tracks that are in contact with the ground,
 - c. has seats that are not designed to be straddled, and
 - d. has a minimum cargo capacity of 159 kilograms.
- iii. multi-purpose off-highway utility vehicle means an off-road vehicle that,
 - a. has four or more wheels, the tires of which are all in contact with the ground,
 - b. has a steering wheel for steering control,
 - c. has seats that are not designed to be straddled, and
 - d. has a minimum cargo capacity of 159 kilograms.
- iv. off-road motorcycle means an off-road vehicle, designed primarily for recreational use, that,
 - a. has steering handlebars,
 - b. has two wheels, the tires of which are all in contact with the ground,
 - c. has a minimum wheel rim diameter of 250 millimeters,
 - d. has a minimum wheelbase of 1,016 millimeters,
 - e. has a seat that is designed to be straddled by the driver,
 - f. is designed to carry a driver only and no passengers, and
 - g. does not have a sidecar.
- v. recreational off-highway vehicle means an off-road vehicle that,
 - a. has four or more wheels, the tires of which are all in contact with

- the ground,
- b. has a steering wheel for steering control,
- c. has seats that are not designed to be straddled, and
- d. has an engine displacement equal to or less than 1,000 cubic centimetres.

Property Owner shall mean the registered owner, condominium corporation, assessed owner, occupant, tenant, person for the time being managing or receiving the rent for the property whether on his/her own account or as any agent or trustee or on account of any other person.

Sidewalk shall mean the portion of a highway between the curb line or edge of a roadway and the adjacent property line that is designated and intended for the use of pedestrians.

3. GENERAL PROVISIONS

3.1 The operation of off-road vehicles shall be permitted upon the highways under the jurisdiction of the Corporation of the Town of Erin and in accordance with Ontario Regulation 316/03 of the Highway Traffic Act, as amended, the Off-Road Vehicles Act, as amended, and in accordance with the provisions of this by-law.

3.2 No person shall operate an off-road motorcycle or an extreme terrain vehicle on any highway within the Town of Erin.

3.3 No person shall operate an off-road vehicle at a rate of speed greater than.
(a) 20 kilometers per hour, if the speed limit established under the Highway Traffic Act, as amended or municipal by-law for that part of the highway is not greater than 50 kilometers per hour, or

(b) 50 kilometers per hour, if the speed limit established under the Highway Traffic Act, as amended, or by municipal by-law for that part of the highway is greater than 50 kilometers per hour.

3.4 No person shall operate an off-road vehicle in the urban areas of the Town of Erin between the hours of 11:00 pm and 6:00 am or, if hunting, 11:00 pm and 5:00 am

3.5 No person shall operate an off-road vehicle over or upon:

- (a) any Community Centre grounds,
- (b) any park, sports field, playground, walking trail, or
- (c) any cemetery that is under the jurisdiction of the Town of Erin.

3.6 No person shall operate an off-road vehicle near any churches or funeral homes when services are in progress.

3.7 No person shall operate an off-road vehicle near a school, during the hours of

8:00am to 4:30 pm during the school year.

3.8 No person shall operate an off-road vehicle on any sidewalk in the Town of Erin other than for the purpose of crossing a sidewalk when travelling from private property to a highway.

3.9 No person shall operate an off-road vehicle on a boulevard in the Town of Erin other than for the purpose of crossing a boulevard when travelling from private property to a highway.

3.10 No person shall operate an off-road vehicle on private property within the Town of Erin without written consent of the property owner.

3.11 No person shall operate an off-road vehicle on highways as shown on Schedule "A" Off-Road Vehicles Prohibited.

3.12 No person shall operate an off-road vehicle in such a way as to disrupt or destroy the natural environment, create a nuisance by method of frequency of operation on any municipal property or upon any highway within the municipality.

4. EXEMPTIONS

4.1 This by-law shall not apply to off-road vehicles operated for emergency purposes by the Town of Erin employees or agents, Erin Fire Department, Wellington County OPP or Guelph-Wellington Paramedic Services.

5. PENALTY PROVISIONS

5.1 Where applicable, the provisions of this by-law shall be enforced by a Police Officer, a Municipal Law Enforcement Officer, or other such persons appointed by the municipality.

5.2 No person shall obstruct, hinder, or otherwise interfere with a Police Officer, Municipal Law Enforcement Officer, or other duly appointed individual in the lawful carrying out of their duties and responsibilities under the provisions of this by-law.

5.3 Failure to stop when directed by a Police Officer or Municipal Law Enforcement Officer shall be an offence of obstruction.

5.4 Every person who contravenes any section of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

6. SEVERABILITY

6.1 Each and every one of the foregoing provisions of the by-law is severable and if any

provisions of this by-law should, for any reason, be declared invalid by any court, it is the intention and desire of this council that each and every one of the then remaining provisions shall remain in full force and effect.

7. EFFECTIVE DATE

This By-law shall come into force and takes effect on the date of its final passing

Passed in open Council on November 20, 2021.



Mayor, Allan Ails



Clerk, Lisa Campion

SCHEDULE "A"
Town of Erin By-law 21-52
Off-Road Vehicles Prohibited

Erin

Highway	From	To	Time of Day
None	-	-	-

Hillsburgh

Highway	From	To	Time of Day
None	-	-	-

Town of Erin
Set Fines
Part 1 Provincial Offences Act
By-law 21-52, a by-law to regulate the operation of off-road vehicles within the
Town of Erin

Item	Column 1 Short form wording	Column 2 Provision creating or defining offence	Column 3 Set fines
1	Operate off-road motorcycle or extreme terrain vehicle on highway	Section 3.2	\$100.00
2	Operate an ORV outside permitted hours	Section 3.4	\$100.00
3	Operate an ORV in a prohibited area	Section 3.5	\$200.00
4	Operate an ORV near a church/funeral home during services	Section 3.6	\$200.00
5	Operate an ORV near a school during prohibited hours	Section 3.7	\$200.00
6	Operate an ORV on sidewalk	Section 3.8	\$200.00
7	Operate ORV on boulevard	Section 3.9	\$100.00
8	Operate an ORV outside permitted dates	Section 3.10	\$100.00
9	Operate an ORV on prohibited highway	Section 3.12	\$200.00
10	Obstruction	Section 5.2	\$400.00

Note: The general penalty provisions for the offences listed above is section 5.4 of by-law 21-52, a certified copy of which has been filed.

ORDINANCE No. J-2022- 005

Town of Jackson, Washington County

Amendment to Chapter 400 "VEHICLES IN TRAFFIC"

To Create Article VI Entitled:

ALL-TERRAIN / UTILITY TERRAIN VEHICLES

The Town Board for the Town of Jackson, Washington County, Wisconsin does ordain as follows:

WHEREAS, the Town of Jackson, Town Board, for Washington County wishes to adopt the following All-Terrain / Utility Terrain Vehicles Ordinance for the operation of All-Terrain and Utility Terrain vehicles and all other vehicles described as set forth in Wis. Stat. § 23.33, as amended, for operation upon all Town roads. Following due consideration and discussion, the Town Board for the Town of Jackson does ordain and create said Article as follows:

ARTICLE VI – ALL-TERRAIN / UTILITY TERRAIN VEHICLES

Subsection 400-14 - All-Terrain / Utility Terrain Vehicles, State Law adopted.

The provisions relating to the use of All-Terrain and Utility Terrain vehicles, as set forth in Wis. Stat. § 23.33, as amended from time to time, are hereby adopted and incorporated by reference.

Subsection 400-14-A – Routes:

1. All Town roads will be open to ATV/UTV usage unless otherwise posted.
2. All county and state roadways posted 35 mph or less will be open to ATV/UTV usage as authorized under Wis. Stat. § 23.33(11)(am)4 unless otherwise posted.

Effective date

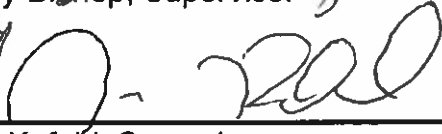
This ordinance becomes effective upon posting notice and all proper signage has been erected to the satisfaction of the Town Board and in compliance with Wis. Stat. § 23.33, as amended.



Mary Bishop, Supervisor



David Behringer, Supervisor



Joe Kufahl, Supervisor



Robert Hartwig, Chairperson

Voted Nay

Steve Fischer, Supervisor

Posted this 29th day of AUGUST, 2022.

TOWN CLERK
TOWN OF JACKSON

BY:



Robert M. Eichner

Sec. 90-203. - All-terrain vehicles

- (a) *Definition.* "All-terrain vehicle (ATV)" has a meaning set forth in § 340.01(2g), Wis. Stats., which is adopted hereby by reference.
- (b) *State traffic laws adopted.* Except as otherwise specifically provided in this chapter, the statutory provisions of §§ 340.01(2g) and 23.33, Wis. Stats., and ch. NR 64, Wis. Adm. Code, describing and defining regulations with respect to all-terrain vehicles for which the penalty is a forfeiture only, including penalties to be imposed and procedures for prosecution, are adopted by reference and made part of this section as if fully set forth in this section, and shall specifically apply to the operation of all-terrain vehicles in the Village of Kewaskum. Any act required to be performed are prohibited by references required are prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made part of this section. For purposes of this Code, such adopted statutes may be prefixed by the number 7.
- (c) *All-terrain vehicle use area is a permitted use as to that portion of the Eisenbahn State Trail located within the village limits.* If use of the Eisenbahn State Trail or a portion of the trail is opened to ATV use by the Wisconsin Department of Natural Resources and its operating agent, the planning, conservation and parks committee of Washington County, then that portion of that corridor located within the village limits is adopted as the sole and exclusive use area for operation of all-terrain vehicles within the village limits.
- (d) *Additional regulations.*
 - (1) *Speed.* No person shall operate an all-terrain vehicle upon the trail designated in subsection (c) of this section, at a speed in excess of the posted limit or ten miles per hour, whichever is lower.
 - (2) *Hours of operation.* No person shall operate an all-terrain vehicle within the village between 2:00 a.m. and 6:00 a.m., except upon a public highway as authorized by statute and this section or for the purpose of gaining access to or leaving such highway. The hours of operation as spelled out in this subsection do not affect the curfew hours for minors as stated in section 62-76.
- (e) *Operation permitted.* No person shall operate an all-terrain vehicle within the village except for loading the vehicle onto a trailer while on the owner's private property, on that portion of the Eisenbahn State Trail as designated in subsection (c) above, one sole exit from the Eisenbahn Trail at 890 and 900 Fond du Lac Avenue to cross U.S. Highway 45 for access to lodgings located at 900 Prospect Street for direct immediate access on the marked snowmobile trail, (if permission is granted by private property owners at 890 Fond du Lac Avenue, 900 Fond du Lac Avenue and 900 Prospect Street) and for purposes of obtaining immediate access to the authorized trail as posted in River Hill Park, at the south end of Parkview Drive and at the trail intersection on Main Street.

(Ord. No. 10-02, § 1, 2-15-10; Ord. No. 13-01, § 1, 3-18-13)

WASHINGTON COUNTY PUBLIC WORKS COMMITTEE

Proposed ATV/UTV route connections on county highways OK'd

By Kendra Lamer - Daily News Staff
Jan 27, 2022

WEST BEND — On Thursday, the Washington County Public Works Committee approved an ordinance change to allow 10 sections of county trunk highways to be used by ATV/UTVs at a limited capacity to create connections between existing routes.

Currently, ATV/UTVs are only allowed on town roads throughout the county. They are not allowed on any of the county trunk highways due to safety concerns.

A recent change to state statutes allow ATV/UTVs on county and state highways where the posted speed limit is 35 miles per hour or less. County staff also used Department of Transportation data to determine which county trunk highways see 1,000 vehicles per day or less.

“There are certain county highways today that are accessible and usable by ATV/UTVs because of the state statute change that was out there,” said Chief Public Works Officer Scott Schmidt. “As you know, most of our highways are posted at 45 to 55 miles per hour, so most of those not able to be utilized by ATV/UTV.”

The county was previously approached by an area ATV/UTV club requesting the change to allow for the vehicles within townships that have approved ATV/UTV use on town roads. The Traffic Safety Commission also reviewed and approved the sections of road on Dec. 1.

“There were some connectivity issues that the ATV/UTV had with their trail system, especially getting across (Highways 41 and 45,” said Schmidt. He added that this caused portions of the county to be split up as vehicles were unable to get across to other routes.

The 10 connections, many of which are located in the western portion of the county, will be reviewed in two years. The committee will then determine whether additional connections could be added, or if the number of connections should be reduced.

Several connections are proposed in the Town of West Bend and the Town of Addison, as well as some in the Town of Farmington and Town of Wayne.

The ordinance change will go to the County Board for final approval next month.

April

22/23-10-TEMP
Sumitkumarw@gmail.com

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: April 18 2023 ending: July 1, 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of Crossman
☒ Village of Crossman
☐ City of Crossman

County of Washington Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☒ Individual ☐ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1031212664-02</u>	
FEIN Number <u>88-2455737</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>20</u>
TOTAL FEE	\$ <u>20</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Sumit Chohan

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Chohan</u>	(First) <u>Sumit</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>7250 S Ballpark Dr APT 117 Franklin, WI 53132</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Colgate BL Business Phone Number 608-977-2766
2. Address of Premises 196 W 21962 County Line Rd Post Office & Zip Code 53017

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

In the fridge also on the shelves too.

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? _____

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Chohan</u>		(first name) <u>Sumit</u>		(middle name)	
Home Address (street/route) <u>7250 S Ball Park Dr Apt 117</u>		Post Office	City <u>Franklin</u>	State <u>WI</u>	Zip Code <u>53132</u>
Home Phone Number <u>608-977-2766</u>		Age <u>30</u>	Date of Birth	Place of Birth <u>Punjab, India</u>	

The above named individual provides the following information as a person:

☒ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☐ Manager of Colgate 1st Inc
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 15 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No

If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No

If yes, identify.

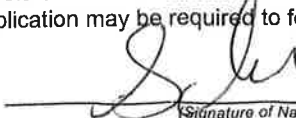
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Sumit Chohan</u>	Employer's Address <u>7250 S Ball Park Dr Apt 117 Franklin WI 53132</u>	Employed From <u>2011</u>	To <u>2021</u>
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Chohan, Sumit	Title/Member President	Date 2/3/23
Signature <i>[Signature]</i>	Phone Number 608-977-2766	Email Address SumitKumarUSA@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 3/1/23	Date reported to council / board	Date provisional license issued 2/27/23	Signature of Clerk / Deputy Clerk <i>[Signature]</i>
Date license granted	Date license issued	License number issued	

OK *[Signature]*
03/01/2023

**BUSINESS OF THE General Government and Finance
GERMANTOWN, WI**

MEETING DATE: Monday, March 20th

AGENDA ITEM: New Business

ITEM TITLE: Salary Discussion

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

I have attached an analysis of salaries for our non-represented employees. As our struggles continue with hiring and retention it has become necessary to look at issues of compression within our organization and our salaries compared to surrounding agencies.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:



DATE

TO: GGF

FROM: MIKE SNOW

SUBJECT: SALARIES

CC: CC NAME

I have prepared the attached document to address the issue of hiring and retention of non-represented personnel. The document specifically addresses the salaries of our clerical staff, communication's officers, and our sworn command staff.

Communication's Center

Over the past several years we have had significant turnover in our dispatch center. We have lost dispatchers to the Milwaukee Police Department, the Washington County Sheriff's Office, and the private sector. This has left our remaining dispatchers to cover vacant shifts, which means working twelve hour shifts or being moved to cover other shifts, often with short notice.

Our starting wages and top pay have fallen significantly lower than surrounding agencies such as the Washington County Sheriff's Office and the Fond du Lac County Sheriff's Office. I have attached a wage recommendation that brings us in line with those agencies. I think we have the advantage of drawing from applicants in the Milwaukee area but not with wages lagging so far behind those departments.

I have presented a three-tier system, which is dependent on receiving additional training before advancing to the next tier.

Clerical Workers

Our clerical staff continues to be assigned additional duties as our agency struggles to meet demands associated with accreditation, new technology and open records requests. These positions rarely earn overtime and do not have paid lunch breaks. They are an integral part of our operation and if we hope to retain these positions, we will need to reflect the importance of these positions in the wages earned. To train new personnel to operate at the level of efficiency of the current staff would take close to a year with a great deal of additional training.

Command Staff

As seen by the comparison of County agencies our salaries for our lieutenants and captain (second in command) are not comparable with West Bend or Washington County. The Chief position is the second lowest in the County. As departments continue to lose their most veteran personnel there is a concern that they may look at hiring outside command staff to fill vacancies. We must have the ability to stay competitive. Since 2020 we have lost 3 experienced lieutenants in their early 50s. Two went on to work in the private sector.

The recommendation maintains about a 6 percent difference between ranks.

	<u>Annually</u>	<u>2023</u>
<u>Communications</u>		
Tier 1 \$25.50 - \$28.00	\$9,594	\$6,396
Tier 2 \$28.00 – 30.50		
Tier 3 \$30.50 - \$33.00	\$37,130	\$24,753

<u>Lieutenant</u>		
Tier 1 \$105,000	\$2,506	\$1,671
Tier 2 \$107,000		
Tier 3 \$110,695	\$16,402	\$10,935

<u>Clerical</u>		
Tier 1 \$20.70		
Tier 2 \$23.50 (after one year)	\$11,898	\$7,932
Tier 3 \$27.50		

<u>Administrative Assistant</u>		
\$60,000	\$5,462	\$3,641

Three tier system based on training objectives.

Chief \$124,376	\$14,490	\$9,660
Captain \$117,336	\$10,301	\$6,867

Total Cost/year = \$107,783

Total Cost for 2023 = \$71,855

Police Department Pay Comparables 2023 Top Pay

WASHINGTON COUNTY

	Chief	Asst/Dep Chief	Captain	Lieutenant	Sergeant
Germantown	\$109,886*	NA	\$107,035	\$102,495	\$97,262**
Hartford	\$118,414*	NA	NA	\$102,440	\$91,062
Jackson	\$110,261*	NA	NA	\$96,421	NA
Kewaskum	\$89,134*	NA	NA	\$81,461	NA
Slinger	\$112,881*	NA	NA	\$93,399	NA
West Bend	\$126,800*	NA	\$122,720*	\$108,358*	\$102,086**
WASO		NA	\$127,046*	\$120,270*	\$104,686**

* non exempt; eligible for overtime

** Take home car

Hartford: Sergeants and Lieutenants operate on a “me too” with the bargaining unit.

Jackson: Salary survey in 2022 resulted in up to \$5,000 per employee plus 7% increase for non-represented employees

West Bend: Supervisors have historically been given same raise as the bargaining unit.

OZAUKEE COUNTY

	Chief	Asst/Dep Chief	Captain	Lieutenant	Sergeant
Cedarburg	\$114,000**		\$108,000**		\$97,500*
Grafton	\$115,160**	\$110,153			\$97,579*
Mequon	\$130,000**				
Port Washington	\$119,509**		\$106,971**	\$92,138*	
Saukville					
Thiensville					

* non exempt; eligible for overtime

** Take home car

Port Washington: Lieutenants are eligible for comp time, which can be banked or paid out.

WAUKESHA COUNTY

	Chief	Asst/Dep Chief	Captain	Lieutenant	Sergeant
Brookfield	\$160,380*	\$135,495	\$130,014	\$116,688	\$106,168*
Franklin	\$140,461	\$120,438	\$109,973	N/A	\$94,734*
Greenfield	\$141,325**	\$131,559	\$124,674	N/A	\$98,878*
Menomonee Falls	\$143,000**	N/A	\$120,140**	\$113,318	\$106,870
New Berlin	\$130,998	\$119,153	\$112,924	N/A	\$97,381*
Oak Creek	\$128,017**	N/A	\$118,796**	\$110,430*	\$101,832*

*non-exempt position eligible for overtime

**Take home car

Brookfield: Chief - 5 weeks' vacation, Holidays off and 2 Floating Holidays, 6 Comp Days.

Asst. Chief - \$400.00 a month Vehicle Allowance, 5 weeks' vacation, Holidays off and 2 Floating Holidays.

Captains - Holidays off 2 floating. 5 weeks' vacation.

3 Lieutenant - \$116,688, no vehicle, 5-2 schedule, holidays off with 2 floating holidays, up to 5 weeks' vacation.

3 Lieutenant (Patrol) - \$113,544, 5-2 4-2 schedule, 11 holidays either paid or leave, up to 5 weeks' vacation

2 Sgt. - \$106,168, 5-2 Schedule, Holidays off +2 floating. Up to 5 weeks' vacation.

6 Sgt. - \$103,308, 5-2 4-2 Schedule, 11 holidays either paid or leave, up to 5 weeks' vacation

Greenfield: Each Sergeant promoted prior to 1/1/05 shall receive pay in addition to his/her regular salary commencing with the regular pay period following the time at which he/she becomes eligible for such pay. Longevity pay shall be based upon the following schedule: Years Completion of Additional Total Cumulative Continuous Employment Pay Per Month 5 \$ 6.00 10 \$12.00 15 \$15.00 20 \$18.00 25 \$21.00.

Menomonee Falls: All get the option of having 11.5 holidays in either pay or leave time, any combination.

All get the option to have up to 5 days of vacation in pay versus leave.

New Berlin: Chief: + 4K (Vehicle Allowance) + Approx. \$5K Holiday Check = \$140K

Deputy Chief: + 4K (Vehicle Allowance) + Approx. \$5K Holiday Check = \$128K

Captain: no vehicle, but Approx. \$5K Holiday Check = \$118K

Sergeants: + holiday check, but around the same as captains. They have not yet settled their contract

The holiday check for the Sergeants is one day higher than what it is for the captains, DC's, and chief.

The captains, DC's, and chief are also getting an additional 1% increase on July 21, 2023.

**BUSINESS OF THE General Government and Finance
GERMANTOWN, WI**

MEETING DATE: Monday, March 20th

AGENDA ITEM: New Business

ITEM TITLE: It Position for Public Safety

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

Coming up with a strategy to address IT concerns with public safety departments continues to be a priority. One consideration is to hire an IT specialist to be shared with the public safety departments. A job description of that position is included with the agenda.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

Public Safety Information Technology Specialist Position Description

Position Title: Public Safety Information Technology Specialist
Reports To: Germantown Police Captain
Employment Category: Full-time
Department: 50% Police and 50% Fire
Pay Grade: 3

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Job Summary:

Under the general direction of the Police Captain, the Public Safety IT Specialist is responsible for providing support for the IT support needs of the Police Department and Fire Department, ~~including police department hardware assets and software.~~ The position provides high level support and system administration for multijurisdictional records and dispatch software. The IT Specialist also serves as the "Help Desk" for technology related issues for all ~~police-public safety~~ personnel. This position would include attending both the ProPhoenix and BadgerTraCs Conferences to stay current with annual program changes. In addition, this position will have the opportunity to put together the Village's Cyber Response policy as well as become involved in the State Cyber Security Team and attend annual training sessions. ~~While the position will be primarily during daytime hours, the IT Specialist will be required to respond to off hours calls when needed.~~

Essential Duties and Responsibilities

- Administers, supports, and manages ~~all~~ hardware and software at the Police/Fire Department, and in all police/Fire vehicles.
- ~~Administers, supports, and manages all hardware and software at the Fire Department, and in all police vehicles.~~
- ~~Administers, supports, and manages open issues for records, electronic citation and accident systems, and dispatch software.~~
- Assists with ~~wireless access points, hardware and software related to body worn cameras, fingerprint System, and other security devices, fingerprint system, and servers.~~
- Installs and tests workstation operating systems and application software, including public safety related programs.
- Serves as the first step Help Desk ~~Troubleshoots by troubleshooting~~ PC problems and provides support to public safety end users.
- Provides training and technical assistance to police personnel.
- Researches, tests and implements current and emergency industry specific technology. Serves as point of contact for technology vendors.
- Writes monthly and annual Police/Fire Department reports ~~about information technology~~ for committee meetings.

- Assists with open records and discovery requests for the Police Department.
- Serves as Police Department Help Desk to assist with IT issues or needs related to Police

~~Department work.~~

- Other duties as assigned.

REQUIRED QUALIFICATIONS, KNOWLEDGE, SKILLS & ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

- Minimum two- year degree from accredited business/ technical/trade college in electronics or related field preferred. Any equivalent combination of education and recent experience in network administration that provides the required knowledge, skills and abilities will be considered and may be substituted for the educational requirements.
- Must be able to demonstrate advanced understanding of Microsoft operating systems, ~~networking configurations~~ and troubleshooting techniques. ~~Office 365 certification required and other certifications a plus.~~
- Understanding of Public Safety IT systems for Police and/or Fire Department.

Technical Skills

- Proficient knowledge of setup and support of personal computers.
- Working knowledge of Windows Server as well as SQL.
- Experience with surveillance camera systems and other recording devices.
- Experience with body worn cameras preferred.
- Experience in supporting mobile users.
- Experience in system administration of software programs.
- Experience acting as “help desk” support.
- Advanced computer troubleshooting, analysis, critical thinking and problem-solving ability.

Language Skills

- Ability to relate to and communicate effectively with others.
- Ability to effectively communicate and promote both verbally and in writing. Ability to communicate technical concepts and abstract ideas to all audiences.
- Ability to write reports, manuals, technical policies or related correspondence.
- Ability to read and correctly interpret documents such as user manuals, safety rules, department rules, state statutes, municipal ordinances, technical documentation policies and procedures.

Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships. Ability to interpret basic descriptive statistical reports.

Reasoning Ability

- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities to minimize problems, managing time and resources to meet deadlines and changing demands within the department.
- Ability to analyze and explain complex issues.

Other Qualifications

- ~~Thorough working knowledge of Microsoft operating systems, networking configurations, Microsoft Office Software and their applications.~~
- Knowledge of Phoenix Systems, Badger TraCs and security software strongly preferred.
- Knowledge of public safety organizations and their services and operations.
- Dependability and attention to detail.
- Ability to organize and prioritize a large number of projects at one time.
- Ability to work independently and in a team environment.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Requires the ability to operate, maneuver and or provide simple but continuous adjustment on equipment, machinery, and tools such as computer and other office machines, and or materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet, and limbs in performing slightly skilled movements

such as typing and to operate various pieces of office equipment.

- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes and textures associated with job-related objects, materials and tasks.
- Ability to occasionally stoop, crawl or climb to reach equipment.
- Ability to work in confined areas including in squad cars for extended periods of time, when needed.
- Generally, the employee must exert light physical effort in sedentary to light work, occasionally involving lifting, carrying, pushing, pulling, crouching, crawling, kneeling, stooping and or moving up to 50 pounds.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is moderately quiet. Work is typically performed in an office.
- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals and intimidation may cause discomfort and poses limited risk of injury.
- ~~Must be comfortable working closely with command staff and available for limited 24/7 support after normal office hours for law enforcement emergencies.~~

Selection Guidelines, Reasonable Accommodations, and Receipt:

The selection process may include formal application, rating of qualifications and experience, oral interviews, reference checks, background examination, and job-related tests.

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities, or requirements. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and applicant and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village of Germantown is an Equal Opportunity Employer. In compliance with state and federal law, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee Signature

Date

Supervisor Signature

Date

Public Safety Information Technology Specialist Position Description

Position Title: Public Safety Information Technology Specialist
Reports To: ~~Germantown Police Captain~~ Support Services Manager
Employment Category: Full-time
Department: 40% Police, 40% Fire, 20% DPW
Pay Grade: 3

Job Summary:

Under the general direction of the ~~Police Captain~~ Support Services Manager, the Public Safety IT Specialist is responsible for providing support for the IT support needs of the Police ~~Department and, Fire, and Public Works Department Facilities,~~ including ~~police department hardware assets and software.~~ The position provides high level support and system administration for multijurisdictional records and dispatch software. The IT Specialist also serves as the "Help Desk" for technology related issues for all ~~police-public safety~~ personnel. This position would include attending both the ProPhoenix and BadgerTraCs Conferences to stay current with annual program changes. In addition, this position will have the opportunity to put together the Village's Cyber Response policy as well as become involved in the State Cyber Security Team and attend annual training sessions. While the position will be primarily during daytime hours, the IT Specialist will be required to respond to off hours calls when needed.

Essential Duties and Responsibilities

- Administers, supports, and manages ~~all~~ hardware and software at the Police/Fire, and Public Works Departments, and in all police/Fire vehicles.
- ~~Administers, supports, and manages all hardware and software at the Fire Department, and in all police vehicles.~~
- ~~Administers, supports, and manages open issues for records, electronic citation and accident systems, and dispatch software.~~
- Assists with ~~wireless access points,~~ hardware and software related to body worn cameras, fingerprint System, Scada and other security devices, ~~fingerprint system, and servers.~~
- Installs and tests workstation operating systems and application software, including public safety related programs.
- Serves as the first step Help Desk Troubleshoots by troubleshooting PC problems and provides support to public safety end users.
- Provides training and technical assistance to ~~police-public safety~~ personnel.
- Researches, tests and implements current and emergency industry specific technology. Serves as point of contact for technology vendors.
- ~~Writes monthly and annual reports about information technology for committee meetings.~~

- Assists with open records and discovery requests for the Police Department.
- Serves as Police Department Help Desk to assist with IT issues or needs related to Police

~~Department work.~~

- Other duties as assigned.

REQUIRED QUALIFICATIONS, KNOWLEDGE, SKILLS & ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

- Minimum two- year degree from accredited business/ technical/trade college in electronics or related field preferred. Any equivalent combination of education and recent experience in network administration that provides the required knowledge, skills and abilities will be considered and may be substituted for the educational requirements.
- Must be able to demonstrate advanced understanding of Microsoft operating systems, ~~networking configurations~~ and troubleshooting techniques. ~~Office 365 certification required and other certifications a plus.~~
- Understanding of Public Safety IT systems ~~for Police and/or Fire Department.~~

Technical Skills

- Proficient knowledge of setup and support of personal computers.
- Working knowledge of Windows Server as well as SQL.
- Experience with surveillance camera systems and other recording devices.
- Experience with body worn cameras preferred.
- Experience in supporting mobile users.
- Experience in system administration of software programs.
- Experience acting as “help desk” support.
- Advanced computer troubleshooting, analysis, critical thinking and problem-solving ability.

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- Ability to effectively communicate and promote both verbally and in writing. Ability to communicate technical concepts and abstract ideas to all audiences.
- Ability to write reports, manuals, technical policies or related correspondence.
- Ability to read and correctly interpret documents such as user manuals, safety rules, department rules, state statutes, municipal ordinances, technical documentation policies and procedures.

Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships. Ability to interpret basic descriptive statistical reports.

Reasoning Ability

- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities to minimize problems, managing time and resources to meet deadlines and changing demands within the department.
- Ability to analyze and explain complex issues.

Other Qualifications

- ~~Thorough working knowledge of Microsoft operating systems, networking configurations, Microsoft Office Software and their applications.~~
- Knowledge of Phoenix Systems, Badger TraCs and security software strongly preferred.
- Knowledge of public safety ~~organizations~~ and their services and operations.
- Dependability and attention to detail.
- Ability to organize and prioritize a large number of projects at one time.
- Ability to work independently and in a team environment.

PHYSICAL REQUIREMENTS

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- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Requires the ability to operate, maneuver and or provide simple but continuous adjustment on equipment, machinery, and tools such as computer and other office machines, and or materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet, and limbs in performing slightly skilled movements

such as typing and to operate various pieces of office equipment.

- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes and textures associated with job-related objects, materials and tasks.
- Ability to occasionally stoop, crawl or climb to reach equipment.
- Ability to work in confined areas including in squad cars for extended periods of time, when needed.
- Generally, the employee must exert light physical effort in sedentary to light work, occasionally involving lifting, carrying, pushing, pulling, crouching, crawling, kneeling, stooping and or moving up to 50 pounds.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is moderately quiet. Work is typically performed in an office.
- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals and intimidation may cause discomfort and poses limited risk of injury.
- Ability to drive between buildings depending on the need of each facility.
- ~~Must be comfortable working closely with command staff and available for limited 24/7 support after normal office hours for law enforcement emergencies.~~

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Selection Guidelines, Reasonable Accommodations, and Receipt:

The selection process may include formal application, rating of qualifications and experience, oral interviews, reference checks, background examination, and job-related tests.

The above is intended to describe the general content of and requirements for the performance of this position. It is not to be construed as an exhaustive statement of duties, responsibilities, or requirements. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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The Village of Germantown is an Equal Opportunity Employer. In compliance with state and federal law, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee Signature

Date

Supervisor Signature

Date

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE

MEETING DATE: March 20, 2022

PLACEMENT: New Business

ITEM TITLE: Salary Increase for Fire Chief

SUBMITTED BY: Erin M. Hirn, Support Services Manager

SUMMARY EXPLANATION:

Back on October 17th, 2022 GGF approved increasing the Battalion Chief's wage when viewing the evaluation of comparisons with other comparable communities. Today we are bringing a recommendation of increasing the Fire Chief's salary to also be in line with comparable communities and to address compression with the Battalion Chiefs. In the research conducted originally for the 2022 Pay Rate Chart, the average salary for a Fire Chief was \$111,287 and the adopted Pay Rate Chart had a range from \$94,098 to \$115,758. The Chief currently makes \$93,820 and the Battalion Chiefs are making \$94,846.74. The suggested amount would be to increase the Fire Chief's salary to \$104,928, which would be mid-range. The Fire Chief has been in his current role since 2018; however, has worked in the fire department almost 24 years. I have also included the surrounding Chief's Salary's from 2021 for further comparison. These numbers were collected by the Wisconsin State Fire Chiefs Association. These are results that communities themselves have voluntarily entered.

City	Start	Top
Hartland	\$ 88,597	\$ 112,592
Sussex	\$ 92,508	\$ 104,982
Mequon	\$ 106,000	\$ 132,000
Hartford	\$ 98,900	
Wauwatosa	\$ 100,590	\$ 137,948
Pewaukee	\$ 93,329	\$ 127,982
West Bend	\$ 95,160	\$ 121,070
Germantown	\$ 94,098	\$ 115,758
Average Salaries	\$ 96,148	\$ 121,762

2021 Salary Survey - Wisconsin Fire Departments

ACTION BY Committee

- Recommendation to the Village Board of Requested Increase for the Fire Chief

VILLAGE OF GERMANTOWN

RESOLUTION NO. 06-2023

A RESOLUTION DISALLOWING THE CLAIM OF DISCOUNTRAMPS.COM, LLC
FOR EXCESSIVE ASSESSMENT WITH RESPECT TO THE PROPERTY AT
N102 W19400 WILLOW CREEK WAY, GERMANTOWN, WISCONSIN

WHEREAS, DiscountRamps.com, LLC submitted a claim dated January 26, 2023 to the Village in which it asserts a claim for the recovery of taxes paid based upon an allegedly excessive assessment under Wis. Stat. § 74.37 with respect to the property at N102 W19400 Willow Creek Way in the Village of Germantown; and

WHEREAS, the Village Attorney has reviewed the facts and circumstances relating to the claim and recommended that the Village Board disallow the claim; and

WHEREAS, Wis. Stat. § 74.37 provides for the process by which the Village Board shall consider and handle claims for excessive assessment made against the Village;

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that the claim of Discountramps.com. LLC dated January 26, 2023 for the recovery of excessive tax paid under Wis. Stat. § 74.37 is hereby disallowed.

BE IT FURTHER RESOLVED that the Village Clerk's office is directed, pursuant Wis. Stat. § 74.37(3)(b), to provide written notice of disallowance.

Introduced by: _____

Adopted: April 17, 2023

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Angel V. Rettler, Acting Village Clerk

VILLAGE OF GERMANTOWN

RESOLUTION NO. 05-2023

A RESOLUTION DISALLOWING THE CLAIM OF
RACHELLE MALUEG FOR VEHICLE DAMAGE

WHEREAS, Rachelle Malueg filed a claim for damage to her vehicle allegedly caused by the Police Department on February 8, 2023; and

WHEREAS, the claim was forwarded to the Village's insurance carrier, who has reviewed the claim and recommended that the Village disallow the same.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that the claim of Rachelle Malueg described above is hereby disallowed as that term is used in Wis. Stat. § 893.80.

BE IT FURTHER RESOLVED that the Village Clerk's office is directed, pursuant Wis. Stat. § 893.80(1g), to provide Rachelle Malueg with written notice of disallowance.

Introduced by: _____

Adopted:

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Angel Rettler
Interim Village Clerk

Burns Consulting

Accident Relief for Self-Insured Companies

VEHICLE EVALUATION FORM

Vehicle: 2015 Volkswagen Jetta TDI SEL
VIN 3VW3A7AJ8FM234870
Mileage 160,009 miles
Plate AGG 4829 WI
Inspection Date: March 1st, 2023
Inspection location: North Shore Collision 5700 W. Hemlock St. Milwaukee 53223

MARKET COMPUTATION:

NADA (JD Power)

Average price paid at Average Condition \$7,250.00

Kelly Blue Book Average Private Party

Average Private Party \$6,604.00

Edmonds Average Private Party Value

Average Private Party \$8,419.00

PRE LOSS ACTUAL CASH VALUE

\$7,424.00

Vehicle Notes:

Vehicle is equipped with a diesel engine and is the high level version of the brand. There are some minor external panel damages that, with the exception of the front bumper cover on the right side and the ding by the fuel door can be buffed out. The interior appears in good shape with no tears in the seats and showing minimal wear. All tires read 7/32nd's of wear remaining. The right front wheel has finish flaking and the left rear wheel has a curb impact scraps in one spot. Vehicle is equipped with a power sunroof and adaptive cruise. Upon starting the vehicle no abnormal noises were heard. The "headlight out" icon was illuminated on the dash due to the left headlight been removed from the vehicle creating a open circuit.

2015 Volkswagen Jetta

Sedan 4D S TDI I4 Values

Pricing & Values

Prices shown for the used **2015 Volkswagen Jetta Sedan 4D S TDI I4** with 160,000 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. [Edit options.](#)

Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer

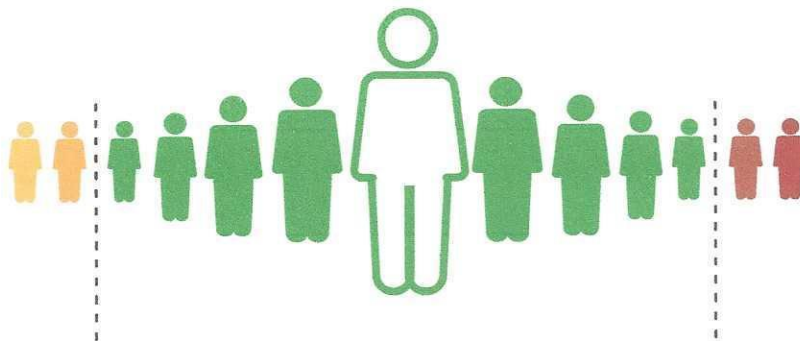
Buy Certified from Dealer



Average Price Paid

\$7,250

Data from 96 transactions - Updated 02/18/23



80% of People Paid

\$6,436 - \$8,177

Trade In to Dealer

Prices shown are what people received from a dealer for their trade-in vehicle by condition.
[See definitions.](#)

Base Price	\$7,200
Mileage and Options	-\$3,800
Rough Condition ⓘ	\$3,400

Base Price	\$8,300
Mileage and Options	-\$3,800
Average Condition ⓘ	\$4,500

Base Price	\$9,200
Mileage and Options	-\$3,800
Clean Condition ⓘ	\$5,400

Looking for values for your business? [J.D. Power Valuation Services](#) can help.



2015 Volkswagen Jetta Pricing Report

Style: 2.0L TDI SEL Sedan 4D

Mileage: 160,009

KBB.com Consumer Rating: 4.4/5

Sell to Private Party



Valid for ZIP code 53209 through 03/01/2023

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Silver

Engine

4-Cyl, Turbo Dsl, 2.0L

Transmission

✓ Manual, 6-Spd

Drivetrain

FWD

Entertainment and Instrumentation

Fender Premium Sound

Navigation System

Bluetooth Wireless

AM/FM Stereo

CD/MP3 (Single Disc)

SiriusXM Satellite

Car-Net

Braking and Traction

Hill Hold Assist Control

Traction Control

Electronic Stability Control

ABS (4-Wheel)

Comfort and Convenience

Power Windows

Power Door Locks

Cruise Control

Keyless Entry

Air Conditioning

Keyless Start

Anti-Theft System

Steering

Electromechanical

Steering

Tilt & Telescoping Wheel

Safety and Security

Dual Air Bags

Side Air Bags

F&R Head Curtain Air Bags

Backup Camera

Wheels and Tires

Alloy Wheels

Seats

Heated Seats

Power Seat

Roof and Glass

Moon Roof

Lighting

Daytime Running Lights

Accessory Packages

✓ Blind-Spot Alert

✓ Driver Assistance Pkg

Exterior

Fog Lights

Glossary of Terms

Kelley Blue Book® Trade-In Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

As of 03/04/2023

We use data from a wide variety of sources to provide you with your Edmunds appraisal report, considering factors such as the car's year, make, model, trim, mileage, depreciation and features. This is not a firm offer on your car.

2015 Volkswagen Jetta
TDI SEL 4dr Sedan (2.0L 4cyl Turbodiesel 6M)
Mileage: 160,009 (edit)
Exterior: Reflex Silver Metallic (edit)
VIN: 3VW3A7AJ8FM234870
Zip code: 53209

 Save your appraisal report

Get a copy of your appraisal report and monthly updates on the value of your car.

Enter Your Email †

SEND

† By clicking Send, I accept the terms of the [Edmunds Visitor Agreement](#). Our collection and use of your personal information.

Private Party Value

▼

These True Market Value ® prices are Edmunds' estimates of the average prices consumers are paying each other in private party transactions in your area. This is always a higher amount than the trade-in value, but it takes more work because you'll be dealing with offers from buyers.

Your car's value			
\$7,479	\$8,419	\$9,143	\$9,576
Rough ⓘ	Average ⓘ	Clean ⓘ	Outstanding ⓘ

SEE EDMUNDS PRICING DATA

Is Now The Right Time To Sell?

Used car values are constantly changing. Edmunds lets you track your 2015 Volkswagen Jetta's value over time so you can decide when to sell or trade in.

[See pricing history](#)



Your car's value	
Average ▼	
National Base Price ⓘ	\$11,793
Optional Equipment ⓘ	\$105
Xenon High Intensity Discharge Headlights	\$105
Color Adjustment ⓘ	-\$3
Regional Adjustment ⓘ	\$194
Mileage Adjustment ⓘ	-\$3,669
Condition Adjustment ⓘ	N/A
Average Condition Value	\$8,419

Citizen Claim and Damage Form

NOTICE OF CLAIM

Name: Rachelle Maloney Incident/Accident Information
Address: 4241 W Hawthorne Trace Date: 2/8/2023
Rd Apt 202 Brown Deer Wi Time: 12:19
Phone: (715) 701-1942 53209 Place: Pilgrim Road

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

German town officer struck my parked car. I was not in
the vehicle at the time of the accident. My vehicle was
pushed back 15-2ft from where I had parked it.

Signed: Rachelle Maloney

Date: 02/21/23

CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the Village at any time consistent with the applicable statute of limitations. However, in order for the Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the Village of Germantown arising out of the circumstances described above in the amount of \$11,089.28 for damages/repairs

\$2,017.21 for rental

To process this claim it is necessary to detail all damages being sought.

Signed: Rachelle Maloney

Date: 02/22/23

Address: 4241 W Hawthorne Trace Rd Apt 202

Brown Deer Wi, 53209

KRL0H5JN4D
000239-3916

WISCONSIN MOTOR VEHICLE CRASH REPORT

WI STATE PATROL SER/WKE
21115 HWY 18
WAUKESHA, WI 53186 2985
(262) 785-4700

KRL0H5JN4D

Document Number Override		Primary Crash Document #		Agency Crash Number 000239-3916		Investigating Officer/Deputy TROOPER A. ZIMMERMAN	
Crash Date 02/08/2023		Crash Time 12:19 PM		Date Arrived 02/08/2023		Time Arrived 12:45 PM	
Date Notified 02/08/2023		Time Notified 12:19 PM		Total Units 02		Total Injured 00	Total Killed 00
☒ On Emergency	☐ Hit and Run	☐ Lane Closure		☐ Work Zone		☐ Trailer or Towed	☐ Reporting Threshold
☐ Government Property		☐ Active School Zone		School Bus Related NO		Tags	
☒ Reportable		Crash Type PRIVATE PROPERTY/PARKING LOT				☐ Amended	☐ Secondary Crash

Description

Diagram	Reconstruction By
	Photos By
	Additional Information NONE

☒ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 WAS LEGALLY PARKED AND WITHIN THE LINES OF THE PARKING STALL. UNIT 1 WAS UNOCCUPIED. UNIT 2 WAS TRAVELING NORTH EAST ENTERING THE PARKING LOT. UNIT 2 IS AN UNMARKED POLICE CRUISER. UNIT 2 HAD ITS EMERGENCY LIGHTS AND SIREN ACTIVATED. THE FRONT DRIVER SIDE OF UNIT 2 MADE CONTACT WITH THE MIDDLE FRONT OF UNIT 1. UNIT 1 SUSTAINED MINOR DAMAGE TO THE GRILL AREA. UNIT 2 SUSTAINED MINOR DAMAGE TO THE VEHICLES PUSH BAR AND DRIVER SIDE FRONT. BOTH VEHICLES WERE DRIVEN FROM THE SCENE. NO INJURIES WERE REPORTED ON SCENE. UNIT 1 OWNER STATED THEY WERE INSIDE A LOCAL BUSINESS. THEY STATED THAT THEIR VEHICLE WAS PUSH BACKED APPROXIMATELY ONE FOOT FROM ITS INITIAL RESTING PLACE. UNIT 2 DRIVER STATED THAT HE WAS ATTEMPTING TO GET IN POSITION TO HELP APPREHEND A SUSPECT AND ATTEMPTED TO STOP BUT WAS UNABLE TO IN TIME.

KRL0H5JN4D

000239-3916

WISCONSIN MOTOR VEHICLE CRASH REPORT

WI STATE PATROL SER/WKE

21115 HWY 18

WAUKESHA, WI 53186 2985

(262) 785-4700

Location

ON PILGRIM RD 331 FT N OF COUNTY LINE RD/ CTHQ IN THE VILLAGE OF GERMANTOWN IN WASHINGTON COUNTY	Latitude 43.19279398	Longitude -88.103065469
	X Coordinate 410372.21875	Y Coordinate 4782815
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event PARKED MOTOR VEHICLE		First Harmful Event Location OFF ROADWAY, LOCATION UNKNOWN	
Manner of Collision 02 - FRONT TO FRONT		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway NON TRAFFICWAY - PARKING LOT	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type PASSENGER CAR				Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NOT ON ROADWAY	☐ Pre CrashTire Mark	Speed Limit 25	Total Lanes 0	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way PARKING LOT OR PRIVATE PROPERTY		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

Vehicle

UNIT 01 VEHICLE	License Plate Number AGG4829	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 3VW3A7AJ8FM234870	Make VOLKSWAGEN	Year 2015	Model JETTA
	Color SIL - SILVER (ALUMINUM)	Body Style SD - SEDAN		Bus Use
	Initial Contact Point 12 - FRONT	Vehicle Damage		
	Extent Of Damage MINOR DAMAGE	12 - FRONT		

7891011

612

54321



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000239-3916

WISCONSIN MOTOR VEHICLE CRASH REPORT

WI STATE PATROL SER/WKE

21115 HWY 18

WAUKESHA, WI 53186 2985

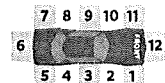
(262) 785-4700

UNIT VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OWNER
	What Driver Was Doing LEGALLY PARKED	Vehicle Factors
	Driver Prior Action Other	NOT APPLICABLE
	Driver Actions NO CONTRIBUTING ACTION	
01	Owner Name RACHELLE PATRICIA MALUEG	Owner Address 4241 W HAWTHORNE TRACE RD #202 BROWN DEER, WI 53209 , US
Sequence Of Events		
01	Event MOTOR VEH IN TRANSPORT	
02	Event	
03	Event	
04	Event	
UNIT	Policy Holder	
	Insurance Company DAIRYLAND-INS-CO	Individual RACHELLE MALUEG

Unit Summary

UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification D CLASS	Unit Type AUTOMOBILE
	Vehicle Type (SPORT) UTILITY VEHICLE		Operating As Endorsements
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0
	Insurance? YES	Direction Of Travel NOT ON ROADWAY	Total Trailers 0
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Total HazMat Types 0
	Special Function POLICE		Emergency Motor Vehicle Use EMERGENCY OPERATION, EMERGEN
	Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
	Road Curvature STRAIGHT		Road Grade LEVEL
	Truck Bus or HazMat NO		

UNIT VEHICLE	Vehicle			
	License Plate Number E8632	Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1FM5K8AB9LGB67298	Make FORD	Year 2020	Model EXPLORER
	Color BLK - BLACK	Body Style UT - SPORT UTILITY VEHICLE		Bus Use
	Initial Contact Point 11 - LEFT FRONT CORNER	Vehicle Damage		
	Extent Of Damage MINOR DAMAGE	11 - LEFT FRONT CORNER, 12 - FRONT		



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000239-3916

WISCONSIN MOTOR VEHICLE CRASH REPORT

WI STATE PATROL SER/WKE

21115 HWY 18

WAUKESHA, WI 53186 2985

(262) 785-4700

UNIT VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR	
	What Driver Was Doing SLOW/STOPPING		Vehicle Factors	
	Driver Prior Action Other		NOT APPLICABLE	
	Driver Actions OTHER CONTRIBUTING ACTION			
02	Owner Name GERMANTOWN POLICE DEPARTMENT (262) 253-7780		Owner Address N112 W 16877 MEQUON RD GERMANTOWN, WI 53022 , US	
	Sequence Of Events			
01	Event PARKED MOTOR VEHICLE			
	Event			
	Event			
	Event			
02	Policy Holder			
	Insurance Company CITIES-&VILLAGES-MUTUAL-INS-CO		Organization/Company GERMANTOWN POLICE DEPARTMENT	
UNIT INDIVIDUAL	Individual			
	Driver JUSTIN LEE PESCH (262) 253-7780		Citations Issued 0	Sex MALE
	Date of Birth 07/14/1990		Race WHITE	
	Address N112 W16877 MEQUON RD GERMANTOWN, WI 53022 , US		Driver License Number P2004329025402 STATE: WISCONSIN COUNTRY: UNITED STATES	
02	Safety Equipment		On Duty Crash POLICE	
	Safety Equipment		NONE USED - VEHICLE OCCUPANT	
	Row 01 - FRONT ROW	Seat Position 07 - LEFT		
	Helmet Use		Helmet Compliance	
	Eye Protection		Tint Compliance	
	Injury		Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
001	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extricated NOT TRAPPED
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
	Hospital		Date of Death	Time of Death
	Distracted By			
	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
Distracted By Action NOT DISTRACTED				

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000239-3916

WISCONSIN MOTOR VEHICLE
CRASH REPORT

WI STATE PATROL SER/WKE
21115 HWY 18
WAUKESHA, WI 53186 2985
(262) 785-4700

UNIT INDIVIDUAL 02 001	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				
	To/From School				
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition APPEARED NORMAL				



NORTH SHORE Collision

We take care of it so you don't have to!
5700 W. Hemlock St, Milwaukee, WI 53223
Phone: (414) 727-4777
FAX: (414) 727-4778

Workfile ID: a5893bf2
PartsShare: 7cMftn
Federal ID: 26-0892442

Final Bill

RO Number: 62687

Customer:	Insurance:	Adjuster:	Estimator:
Malueg (RENTAL), Rachelle	CITIES AND VILLAGES MUTUAL	Phone:	Create Date: 2/22/2023
4241 W Hawthorne Trace, Apt		Claim: APD071313	
Brown Deer, WI 53209		Loss Date:	
(715) 701-1942		Deductible:	

2021 HOND Civic Hatchback EX w/Continuously Variable Transmission 4D H/B 4-1.5L Turbocharged Gasoline Gasoline Direct Injection BLACK

VIN: SHHFK7H68MU224046	Interior Color: BLACK	Mileage In:	Vehicle Out:
License:	Exterior Color: BLACK	Mileage Out:	
State:	Production Date:	Condition:	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		Honda Civic Rental Vehicle (02/09/2023 - (03/22/2023)	45	1,912.05T	Other			

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					1,912.05
Subtotal					1,912.05
Sales Tax					105.16
Grand Total					2,017.21
Net Total					2,017.21

Estimate Version	Total \$
Original	2,017.21

Insurance Total \$:	2,017.21
Received from Insurance \$:	0.00
Balance due from Insurance \$:	2,017.21

Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00

February 22, 2023

Rachelle Malueg
4241 W. Hawthorne Trace Road Apt. 202
Brown Deer, WI 53209

RE: RECEIPT OF NOTICE OF CLAIM AND CLAIM

Dear Ms. Rachelle Malueg:

PLEASE BE ADVISED that this office, on the 22nd day of February 2023, received a document submitted by you entitled Citizen Claim and Damage Form which will be investigated by an authorized representative of the Village. Depending upon the result of the Village's investigation, your claim may be paid, disallowed, or compromised. Claims which are filed for a specific dollar amount, which are not paid or compromised, will be submitted to the Village Board for disallowance. When a claim is disallowed by the Village Board, a lawsuit must be commenced within six (6) months of your receipt of the written notice of disallowance, or the claim will be forever barred under State law.

Sincerely,



Village Clerk

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

cc: Village Attorney

Vehicle Info

2015 Volkswagen -Jetta TDI SEL
 3VW3A7AJ8FM234870
 Int. Color: Black
 Ext. Color: Silver
 License: AGG4829 WI
 Mileage In/Out: 160009.0/0.0
 Body Type: 4 Door Sedan
 Engine: 2.0L 4 Cyl Diesel Injected
 Turbocharged
 Transmission: 6 Speed Man Trans
 Drive Type: FWD
 Production Date: OCT-2014

Owner

Rachel Maueg
 (715) 701-1942
 4241 W. Hawthorne TTrace
 Apt 202
 Brown Deer, WI 53209

Insurance Company

Village of Germantown
 Claim #: MALUEG
 Date Of Loss: 02/08/2023
 Coverage Type: Collision
 Inspection Date: 03/01/2023
 Repair Days: 2

Repair Facility

North Shore Collision
 Business: (414) 727-4777
 5700 W Hemlock St.
 Milwaukee, WI 53223

	Oper	Description	Part Number	Price	Labor
FRONT BUMPER					
1	Replace	FRT BUMPER COVER	(Bet) 5C6 807 217 M GRU	\$496.12	Included
		1 hrs. Clearcoat Betterment \$182 Owner to pay 1/2 the refinishing cost due to pre existing paint damage (1.75 hrs. X 62.00 + 1.75 hrs. X 42.00= 182.00)		(\$182.00)	2.5 hrs. Paint panel 1.0 hrs. Refinish
2	Overhaul	O/H BUMPER COVER (FRT BUMPER COVER ASSY)			2.7 hrs. Body
3	Replace	FRT BUMPER IMPACT ABSORBER	5C6 807 248 L	\$180.00	
4	Replace	FRT LWR BUMPER GRILLE	5C6 853 677 Q 9B9	\$118.33	Included
5	Replace	FRT BUMPER SHUTTER ASSY	5C6 122 321 C	\$517.37	0.3 hrs. Body
6	Replace	PREP AND PRIMER Not a PTM part from OEM		\$15.00	0.3 hrs. Body
GRILLE					
7	Replace	GRILLE ASSEMBLY Black/Chrome with forward collision	5C6 853 651 AN ZLL	\$271.01	Included
FRONT LAMPS					
8	Check/Adjust	AIM LAMPS (HEADLAMPS)			0.4 hrs. Body
9	Replace	L FRT COMBINATION LAMP ASSEMBLY Part number verified off existing unit.	5C7 941 751 G	\$1,711.67	0.4 hrs. Body
10	R&I	L FRT FOG LAMP ASSEMBLY			Included
11	R&I	R FRT FOG LAMP ASSEMBLY			Included
COOLING					
12	Replace	L COOLING AIR DEFLECTOR	ORDER FROM DEALER	\$48.67	0.3 hrs. Body
13	Replace	R COOLING AIR DEFLECTOR	ORDER FROM DEALER	\$43.51	0.3 hrs. Body
OTHER					
14	Other	HAZARDOUS WASTE DISPOSAL		\$5.00	
15	Other	FLEX ADDITIVE		\$8.00	

16	Other	POST COMPUTER SYSTEM SCAN w autonomy	\$150.00
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Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	4.7	\$62.00	\$291.40	✓
Paint Labor	3.5	\$62.00	\$217.00	✓
Paint Supplies	3.5	\$42.00	\$147.00	✓
OEM Parts			\$3,401.68	✓
Other Parts			\$163.00	✓
Taxable Amount			\$4,220.08	
Tax	5.5%		\$232.10	
Nontaxable Amount			\$0.00	
Grand Total			\$4,452.18	
Betterment			(\$182.00)	
Net Total			\$4,270.18	

OPEN: Wave Radar Sensor PT# 5C0 907 561

***ALL SUPPLEMENTS TO THIS ESTIMATE MUST BE APPROVED / DISCUSSED PRIOR TO ADDITIONAL REPAIRS BY CALLING THE ESTIMATOR AT: 262-206-2644





Light on due to HL removed.



5 spd with diesel













No collision damage on hood underside





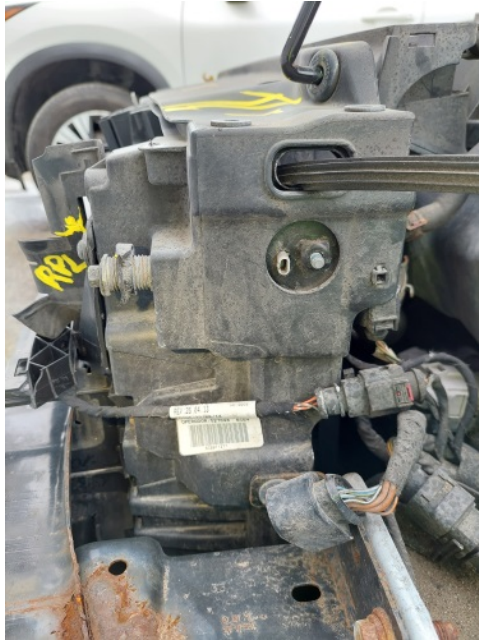


Vehicle has adaptive cruise control





No damage noted to core support





No impact to hood



Hood alignment proper



Hood alignment proper



Hood alignment proper



Hood alignment proper



Fender alignment proper

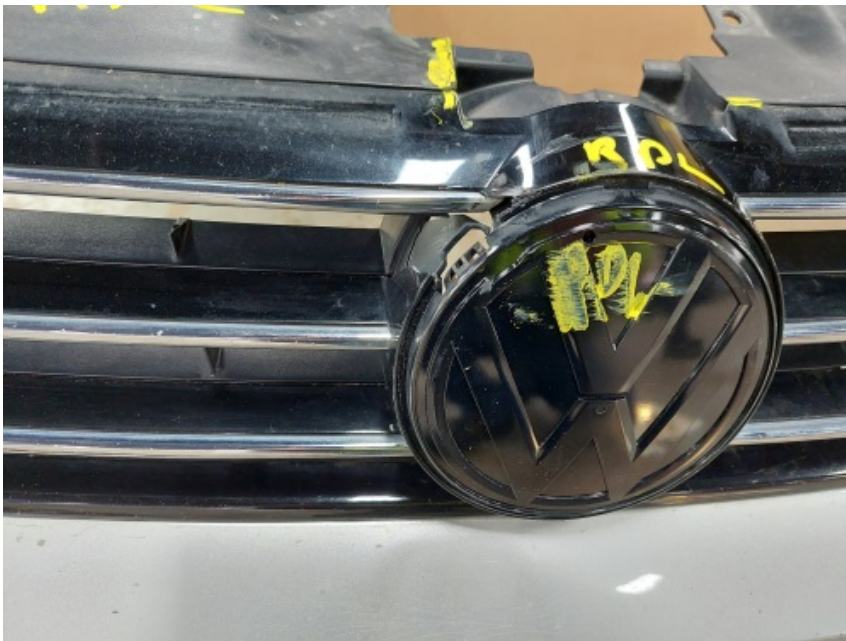


Fender alignment proper





Broken grille





Impact mark to bumper



Cracked lower grille







Broken L headlight







Prior damage



Prior damage



Prior damage



Prior damage



Prior damage



Prior damage



Prior damage



Prior damage



Prior damage

Burns Consulting

Accident Relief for Self-Insured Companies

March 6th, 2023

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
Attn. Erin Hirn

REF File# Rachelle Malueg

Dear Ms. Hirn,

This report is in regards to your request on February 21st 2023 to inspect a Claimant's vehicle, Ms. Rachelle Malueg of Brown Deer. Her vehicle was damaged from an incident that arose on February 8th 2023 whereas a Village owned law enforcement vehicle slide into the front of their vehicle. With your request was submitted the Citizen Claim and Damage form, Police Report KRL0H5JN4D, an estimate from North Shore Collision in the amount of \$11,089.28 with their image files and a North Shore Collision Final Bill for alternate transportation in the amount of \$2,017.21. For this assignment you had requested of myself to inspect Ms. Malueg's vehicle to determine the validity of the provided estimate.

On February 28th 2023 I contacted Ms. Malueg at the number provided and discussed the details of the incident, specifically if she had reported the loss to her carrier, if there were any drivability issues or lights illuminated on the dashboard and how she was placed in a rental vehicle, more specifically was it at her request. Ms. Malueg indicated she did notify her carrier of the incident but did not file an actual claim. Typically in the interest of expediency and convenience of the insured, they would file the claim. Their carrier would agree with the repair facility on repair amounts and then subrogate against the at fault party to recoup their loss. In this case the insured would have to expend their collision deductible until the subrogation effort was successful. To my knowledge the Village has accepted full liability for this incident.

Regarding drivability, the only thing mentioned was “my front sensor light” was on. She would not elaborate on that. Regarding the rental, the repair facility placed her in the vehicle. She did not request it. On that same day I spoke with Al at North Shore Collision and verified the vehicle was there and set up a physical inspection for March 1st at their location.

I was first shown a copy of the North Shore Collision estimate by Captain Merten on February 20th when I was at the Police Department to inspect the damages to Squad 22, the Village owned vehicle involved in this loss. I found their estimate to be written well above area insurance labor rates (\$78 verses \$62) as well as highly over elaborative repair lines that were redundant to the items being replaced. I notice the mileage recorded as 160,000. At \$11,000 in damages my hunch was the vehicle is a total loss. Once my inspection was completed I would perform a ACV evaluation to confirm the value.

On March 1st I met with Max Jones at North Shore where he provided me the keys to the vehicle and informed me of its location. I took perimeter images of the vehicle, identified preexisting damages and started the vehicle to verify mileage, check for abnormal engine noises and vehicle if there were any trouble lights illuminated on the dashboard. The headlight warning lamp was illuminated due to the fact the left headlight has been removed from the vehicle creating an open circuit causing the light.

In comparing the provided estimate to my estimate written after thorough examination of Ms. Malueg’s vehicle;

FRONT BUMPER COVER: Though I agree replacement of the bumper cover is needed due to the impression from the impact, there is also pre-existing paint damage to the right corner and typical road debris marks in the paint. Since our responsibility is to reinstate the vehicle back to pre-accident condition we cannot provide it back to Ms, Malueg with the damage that were on the bumper prior. Because of this I have her paying for half the cost of the refinishing whereas we are covering the other half and paying 100% on the part. An aftermarket bumper is not available.

I agree with their determination that the lower grille is cracked and needs to be replaced. The lower deflector however is scrapped up from curb stop scraps and is not related.

GRILLE: The grille is damaged and needs to be replaced. My estimate calls for replacement of the correct grille on vehicles equipped with adaptive cruise whereas their estimate calls out for the incorrect grille and then spending additional time to paint it to resemble the existing grille. Though intentional or not, this adds undo expense that is not necessary.

ABSORBER / SHUTTER ASSMBLY: Agree, both items are damaged due to the collision.

FRONT LAMPS: The front headlamp on their estimate is incorrect. The headlight is a xenon style headlight. My estimate has the correct replacement lamp assembly. This was verified by the part sticker on the damaged lamp. I was not able to find a used one as they are extremely expensive.

RADIATOR SUPPORT: No damage found. Replacement not necessary. Left crossbar was not furnished, but looking at shop furnished images, no damage is apparent. Crossbar is stamped steel and bolts direct to the radiator support which is made of a composite material (weaker).

COOLING: No damage found.

HOOD: They are calling for replacement. There is no accident damage to this panel. There is pre-existing damage to the lower face of the hood from road debris. Some is starting to rust. Panel gaps between hood and fenders and doors to fenders are good.

FENDER: Blending of paint on fenders is not necessary because we are not replacing the hood panel.

WINDSHIELD: No idea as to why this is on the estimate.

PILLARS, ROCKERS & FLOOR: No idea as to why this is on the estimate.

VEHICLE DIAGNOSIS: I agree the vehicle will need to be scanned after repairs due to it having autonomy (adaptive cruise control). Setup and measure deals with body structure. There is no structure damage to necessitate this charge.

After I had concluded on my inspection I had a conversation with Max Jones, whereas I see an attempt to total out a perfectly repairable vehicle, I expressed that my direction is not burden the owner anymore and to repair the actual damage caused from the accident and get her back in her vehicle. We both looked at the damage and I expressed my thoughts as outlined above.

Though the wave radar sensor is not listed on their estimate, Mr. Jones thinks it needs to be replaced because of the proximity of the part to the impact. This item is also not listed in my estimate because there are no indications it has failed. The part alone is over \$800.00.

He appeared to be willing to work with whatever I worked up. He was however adamant about the labor rate he charged verse the going area insurance rate. I informed him I can provide plenty of examples of shops in his area working at the rate I disclosed. Mr. Jones indicated he is not a direct repair facility for any insurance carriers and his rate is what he charges. We left it at the difference would then need to be covered by Ms. Malueg. I was informed Ms. Malueg had signed several documents when dropping her vehicle off. I have no idea as to what these documents obligated herself to. The point to be made is she obligated herself, not the Village of Germantown.

In conclusion, I have constructed an estimate in the gross amount of \$4,452.18. This amount includes 5.5% state and county tax and has Ms. Malueg paying half for the bumper refinishing (\$182.00). In my opinion, my estimate reflects the damage actually caused by the incident that occurred on February 8th 2023. I am not willing to elaborate as to why the presented estimate is \$11,089.28 but I have my theories and to state this is very common when a claimant is attempting to get paid for damages from a municipality. I am not implying however that Ms. Malueg is party to this.

P5 Malueg

Regarding the rental invoice; to repair the damages caused by the accident is two days. I feel a weeks' worth of reimbursement is fair as North Shore appears to be fairly busy.

It is worth noting the rental vehicle was furnish by the repair facility. The rental rate is \$42.50 per day which is reasonable. Reasons I was provided as to why Ms. Malueg was placed in a rental car was the adaptive cruise inoperative and the broken headlight housing. The adaptive cruise control not working does not prohibit operation of the vehicle. I have no indication that the headlight was inoperative. I'm of the belief that this vehicle could have been kept on the road.

My opinion of what the Village of Germantown is obligated to- verse what Ms. Malueg and /or North Shore Collision is inferring the Village is obligated to- is that for the Village to award the Claimant the amount of \$4,270.18 for damages and \$297.50 in rental expense. Total \$4,567.68 with the contingency that this amount reflects full and final settlement. Ultimately, all compensation will be determined by the appropriate individuals at the Village of Germantown.

If you would like for me to forward my estimate to North Shore Collision and or have additional dialog with them concerning repairs please let me know otherwise if there are any other questions or concerns relating to this assignment, please feel free to contact me directly.

Respectfully,

A handwritten signature in black ink, appearing to read 'T Burns', with a stylized flourish at the end.

Terry Burns
Loss Specialist
Burns Consulting
(262) 206-2644