

MEETING: REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME: Monday, March 18, 2024 at 7:00 PM
LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

Any member of the body and/or citizen may 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 clicking the link below:

<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. Previously recorded VillageBoard Meeting Videos can be viewed at:

https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ

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. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VII. **CONSENT AGENDA:**
 - A. Village Board Minutes — February 5, 2024
 - B. Village Board Minutes — February 19, 2024
 - C. Village Board Minutes — March 4, 2024
 - D. Purchase of 2024 Articulating Wheel-Loader from Fabrick Cat of Milwaukee for an amount not to exceed \$119,100.00.
 - E. Award of a contract for the 2024 Senior Center Exterior Painting Project to MACORP LLC of Milwaukee in an amount not to exceed \$21,198.00
 - F. Award of Contract for the 2024 Firemen's Park Bandshell Painting Project to MACORP LLC of Milwaukee in an amount not to exceed \$32,063.00
 - G. Blanket Purchase Order for Manhole Repair Materials — Ferguson Water Works
 - H. Blanket Purchase Order for Materials — Core & Main LP
 - I. Blanket Purchase Order for Materials — Adaptor Inc.

- J. Blanket Purchase Order for Manhole Grouting — Visu-Sewer
- K. Blanket Purchase Order for Lift Station Maintenance – William/Reid LLC
- L. Blanket Purchase Order for Residential Yard Waste Facility Material Processing — Enercon
- M. Award Contract for Donges Bay Road Reconstruction Project from STH 145/Fond du Lac Avenue to Wasaukee Road to Vinton Construction of Two Rivers, Wisconsin, in an amount not to exceed \$2,769,158.
- N. Award Contract for Conceptual Designs for Division Road Reconstruction including Public Information Meetings to Kapur and Associates, Inc. of Milwaukee, Wisconsin in an amount not to exceed \$30,980
- O. ANR Pipeline Access Easement and Agreements

VIII. NEW BUSINESS:

- A. Police Support Specialist and Police System Specialist Job Descriptions
- B. Award of Bid Package #4 -DPW Facility
- C. Award of a Contract for Construction Management, Inspection, and Staking Services for the Donges Bay Road Project to Graef in an amount not to exceed \$249,648
- D. Award of Contract for the 2024 Annual Road Program to Wolf Paving Co., Inc. of Hartland, Wisconsin in an amount not to exceed \$1,274,082
- E. Presentation on Village of Germantown Property Tax Burden
- F. Village Administrator 2024 Performance Review Standards
- G. Strategy Concerning Acquisition of Properties in the Village's Village Center District (in the general area of Mequon Road and Pilgrim Road). The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- H. Acquisition of Grosenick Property - N116 W15843 Main Street and W157 N11593 Fond du Lac Avenue. The Village Board may convene into closed session as per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and then reconvene into open session to take such action as it deems appropriate.

IX. ADJOURNMENT:

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Clerk at (262)250-4745 at least 2 days prior to the meeting.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, February 5, 2024 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*

The Village Board Meeting was called to order by Village President Dean Wolter at 7:00 PM.

II. **ROLL CALL:**

Present: Village President Dean Wolter, Trustee Robert Warren, Trustee Bill Neureuther, Trustee David Baum, Trustee Jan Miller, Trustee Phil Hudson, Trustee Rick Miller, and Trustee Terri Kaminski

Present Via WebEx: Trustee Jolene Pieper

Also Present: Village Administrator Steve Kreklow, Village Clerk Donna Ott, Village Attorney Brian Sajdak

Absent: None

Excused: None

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

Awards were presented to Fire Department Staff for life-saving measures

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

Trustees announced future meeting dates and times

- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

The following individuals spoke during Citizen Input:

Lynne Schauer (W156 N10121 Pawnee Ct) spoke regarding the Budget.

Steven Wesolowski (W169 N10427 Pheasant Run) spoke regarding land purchase to relocate Lift Station #6 and future location for police station.

Melanie Smythe (N140 W17938 Cedar Lane) spoke regarding Referendum Question, Tax Payer Dollars, a Village Property, Item F on the Agenda, and the position of the Village Administrator.

Scott Hefle (W159 N10514 Old Farm Rd) spoke regarding Website Hosting, a Village Property, and Mailboxes downed due to the Snowstorm.

VII. CONSENT AGENDA:

Motion: Approve Consent Agenda Items A - G as presented

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Motion: Remove Items A and G

Motioned By: Trustee Jan Miller

Motion: Approve Consent Agenda Items B - F as presented

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, Pieper, President Wolter

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 9, No 0, Abstained 0)

A. December 18, 2023 Regular Meeting Minutes

Motion: Postpone Item A until the next Village Board Meeting

Motioned By: Trustee Jan Miller

Seconded By: Trustee Hudson

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, Pieper, President Wolter

No: None

Abstain: None

Motion Passed by Voice Vote (Yes 9, No 0, Abstained 0)

B. January 15, 2024 Regular Meeting Minutes

- C. January 22, 2024 Special Meeting Minutes
- D. Battalion Chief Overtime
- E. Engineering Tech and Land Surveyor Positions and Pay Grades
- F. Approval for Squad Changeover Funds
- G. Website & Hosting Annual Contract

Motion: Regarding Item G, to review at a future General Government Finance Committee meeting

Motioned By: Trustee Jan Miller

Seconded By: Trustee Baum

Discussion: Trustee Rick Miller

Second Withdrawn: Trustee Baum

Seconded By: None

Motion: Fails for lack of a Second

New Motion: Approve Item G as presented

Motioned By: Trustee Baum

Seconded by: Trustee Rick Miller

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, Pieper, President Wolter

No: None

Abstain: None

Motion passed by Roll Call Vote (Yes 9, No 0, Abstained 0)

VIII. NEW BUSINESS:

- A. Application for an **ORIGINAL** "Class B" Fermented Malt Beverage and Intoxicating Liquor License for **FCH Germantown LLC**, N116W15841 Main St, d/b/a The Supper Club, Agent Shaun Bowe

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, President Wolter

No: None

Abstain: Trustee Pieper

Motion Passed by Voice Vote (Yes 8, No 0, Abstained 1)

- B. Temporary Outside Premise Extension Application - Petitioner, Shaun Bowe (FCH Germantown, LLC) for the property located at N116W15863 Main Street.

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Jan Miller

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, President Wolter

No: None

Abstain: Trustee Pieper

Motion Passed by Voice Vote (Yes 8, No 0, Abstained 1)

- C. Temporary Outside Premise Extension Application - Petitioner, Shaun Bowe (FCH Germantown, LLC) for the property located at N116W15841 Main St.

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, President Wolter

No: None

Abstain: Trustee Pieper

Motion Passed by Voice Vote (Yes 8, No 0, Abstained 1)

- D. Lease Agreement between the Village of Germantown and the Jr. Warhawks Baseball Program

Motion: Approve as presented

Motioned By: Trustee Kaminski

Seconded By: Trustee Baum

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, President Wolter

No: Trustee Pieper

Abstain: None

Motion Passed by Voice Vote (Yes 8, No 1, Abstained 0)

- E. Request of Funds for Seminars, Meetings, and Travel by Trustee Jan Miller

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Jan Miller

Yes: Trustees Jan Miller and Neureuther

No: Trustees Warren, Baum, Hudson, Rick Miller, Kaminski, Pieper, President Wolter

Abstain: None

Motion Failed by Voice Vote (Yes 2, No 7, Abstained 0)

- F. Engagement of Godfrey & Kahn as environmental counsel with respect to the property located at N116W15843 Main Street

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: Trustees Warren, Neureuther, Baum, Hudson, Rick Miller, Kaminski, President Wolter

No: Trustees Jan Miller and Pieper

Abstain: None

Motion Passed by Roll Call Vote (Yes 7, No 2, Abstained 0)

Motion: Enter into Closed Session for New Business Items G and H at 8:38 PM with the following in attendance: Administrator Kreklow and Attorney Sajdak for Item G and Administrator Kreklow for Item H

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, Pieper President Wolter

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 9, No 0, Abstained 0)

- G. Impact Fee Claim of Heritage Place Joint Venture, LLC. The Village Board may convene into Closed Session per Wis Statute 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.

- H. Administrator 2024 Performance Goals Update. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(c) for the purpose of considering

employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

Motion: Reconvene into Open Session

Motioned By: Trustee Baum

Seconded By: Trustee Pieper

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, Pieper, President Wolter

No: None

Abstain: None

Motion Passed by Voice Vote (Yes 9, No 0, Abstained 0)

Motion: Direct staff to proceed as discussed in Closed Session regarding Item G under New Business

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: Trustees Warren, Neureuther, Hudson, Rick Miller, Kaminski, President Wolter

No: Trustees Baum, Jan Miller, Pieper

Abstain: None

Motion (Yes 6, No 3, Abstained 0)

IX. ADJOURNMENT:

Meeting was adjourned at 9:50 PM.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, February 19, 2024 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*

Meeting called to order at 7:03 PM by Village President Dean Wolter.

II. **ROLL CALL:**

Present: Village President Dean Wolter, Trustees Jan Miller, Rick Miller, Terri Kaminski, Phil Hudson, David Baum, Bill Neureuther, Robert Warren, Jolene Pieper

Absent:

Excused:

Also Present: Village Clerk Ott, Village Attorney Sajdak, Village Administrator Kreklow, Library Director Smith, Police Chief Snow, Public Works Director Mortwedt

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

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

Trustee Jan Miller spoke regarding the K9 fundraiser.

Trustee Pieper spoke regarding an article she believed to be misleading.

VI. **COMMENDATIONS:**

Chief Snow presented Police Department Staff with awards.

- VII. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the*

discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)

Ellen Goltry (N102W14558 Heritage Hills Parkway) spoke RE: next generation housing.

Steven Olsen (N178W17416 Holy Hill Rd) spoke RE: assessor's property tax and TID and taxpayer dollars.

Scott Hefle (W159N10514 Old Farm Rd) spoke RE: various subjects.

Tom Barney (N105W16775 Old Farm Rd) spoke RE: proposal of dwelling unit, and expressed concerns regarding potential overcrowding in the school district.

Lynne Schauer (W156N10121 Pawnee Ct) spoke RE: budget.

Melanie Smythe (N140W17938 Cedar Ln) spoke RE: ARPA funds and engineering fees.

VIII. CONSENT AGENDA:

Motion: Approve Items A - G as presented

Motioned By: Trustee Baum

Seconded By: Trustee Kaminski

Request by Trustee Neureuther to remove Item G; Discussion proceeded.

Motion: Approve Items A - F as presented

Yes: Trustees Warren, Neureuther, Baum, Hudson, Rick Miller, Jan Miller, Pieper, Kaminski, President Wolter

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 9, No 0, Abstained 0)

Motion: Approve Item G at a cost of \$30,863 as presented

Motioned By: Trustee Baum

Seconded By: Trustee Hudson

Yes: Trustees Warren, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, President Wolter

No: Trustees Neureuther, Pieper

Abstain: None

Motion Passed by Roll Call Vote (Yes 7, No 2, Abstained 0)

- A. Open PO to replace hydrants, valves, water service repairs and water main breaks in 2024
- B. Contract Award - Tower 3 Rehab Construction and Grant Administration
- C. Contract Award - 2024 Water Main Relay Project Design
- D. 2024 Tar & Mastic Purchase
- E. Creation of Sergeant Position
- F. 2024 Center and Edge-Line Striping
- G. 2024 Fire Department Interior Painting Project

IX. UNFINISHED BUSINESS:

X. PUBLIC HEARINGS:

XI. NEW BUSINESS:

- A. Village of Germantown - Ownership Transfer of a 51.6-ac Parcel (GTNV 182-985) from the Milwaukee Metropolitan Sewerage District (MMSD) for Trail System and Open Space Conservation. (ACTION)

Motion: Approve as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Rick Miller

Yes: Trustees Warren, Neureuther, Baum, Hudson, Rick Miller, Pieper, Kaminski, President Wolter

No: Trustee Jan Miller

Abstain: None

Motion Passed by Voice Vote (Yes 8, No 1, Abstained 0)

- B. Proposed Infrastructure Improvement Projects around GBP, Truck Country and TID's 7 & 8

Motion: Approve to include four elements at a cost of \$6,870,000 as presented

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Yes: Trustees Warren, Neureuther, Baum, Rick Miller, Kaminski, President Wolter

No: Trustees Jan Miller, Hudson, Pieper

Abstain: None

Motion Passed by Roll Call Vote (Yes 6, No 3, Abstained 0)

C. Discussion on Public Safety Building Needs Assessment RFP

Motion: Take this Item before the next Public Safety Commission Meeting, before coming back before the Village Board

Motioned By: Trustee Jan Miller

Seconded By: Trustee Neureuther

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Pieper, President Wolter

No: Trustees Rick Miller, Kaminski

Abstain: None

Motion Passed by Voice Vote (Yes 7, No 2, Abstained 0)

D. 2023 Germantown Community Library Report

Trustee Pieper left the Village Board Meeting at 9:21 PM.

Motion: Enter into Closed Session for Item E under New Business, with Administrator Kreklow in attendance

Motioned By: Trustee Baum

Seconded By: Trustee Hudson

Yes: Trustees Warren, Neureuther, Baum, Jan Miller, Hudson, Rick Miller, Kaminski, President Wolter

No: None

Abstain: None

Absent: Trustee Pieper

Motion Passed by Roll Call Vote (Yes 8, No 0, Abstained 0)

E. Administrator 2024 Performance Goals Update. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

Village Board did not take action after entering into Closed Session.

XII. ADJOURNMENT:

Village Board Meeting adjourned at 10:03 PM.

DRAFT

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, March 4, 2024 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*

The Village Board Meeting was called to order by Village President Dean Wolter at 7:12 PM.

II. **ROLL CALL:**

Present: Village President Dean Wolter, Trustee David Baum, Trustee Terri Kaminski, Trustee Bill Neureuther, Trustee Rick Miller, Trustee Phil Hudson, Trustee Jan Miller, Trustee Robert Warren

Also Present: Administrator Steve Kreklow, Village Clerk Donna Ott, Village Attorney Brian Sajdak

Absent:

Excused: Trustee Jolene Pieper

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

Village President Wolter read a *World Atlas* article aloud, which called the Village of Germantown the 13th best place to live in Wisconsin in 2024.

(<https://www.worldatlas.com/cities/13-best-places-to-live-in-wisconsin-in-2024.html>)

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

Trustees announced future meeting and event dates and times.

- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

Lynne Bednarz (W156 N10121 Pawnee Ct) spoke regarding the Village budget.

Wyatt Wiehr (N103 W16850 Willdrose Ln) spoke regarding the brush pick-up date.

Melanie Smythe (N140 W17938 Cedar Ln) spoke regarding the budget, Village Board meeting protocol, goals for the Administrator, new development, and the economy.

Scott Hefle (W159 N10514 Old Farm Rd) spoke regarding Village debt levels and meeting minutes.

VII. CONSENT AGENDA:

Motion: Approve Consent Agenda Items A & B as presented

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: President Wolter, Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Hudson, Trustee Jan Miller, Trustee Warren

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 8, No 0, Abstained 0)

A. December 18, 2023

B. IT Infrastructure Equipment Replacement

VIII. UNFINISHED BUSINESS:

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

A. Application for Temporary Class "B" / "Class B" Retailer's License - Kiwanis of Germantown

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Hudson

Yes: President Wolter, Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Hudson, Trustee Jan Miller, Trustee Warren

No: None

Abstain: None

Motion Passed by Voice Vote (Yes 8, No 0, Abstained 0)

B. Discussion on Public Safety Building Needs Assessment RFP

Discussion and presentation provided by Police Chief Snow and Public Works Director Mortwedt regarding the needs of a new Public Safety building.

C. Presentation on Village of Germantown Debt Levels

Presentation provided by Administrator Kreklow regarding Germantown debt levels.

D. Cancellation or rescheduling of the April 1st Village Board Meeting due to the Spring Election being held on April 2nd.

Motion: Approve to reschedule April 1st Village Board Meeting to Thursday, April 4, 2024, as presented

Motioned By: Trustee Baum

Seconded By: Trustee Jan Miller

Yes: President Wolter, Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Hudson, Trustee Jan Miller, Trustee Warren

No: None

Abstain: None

Motion Passed by Voice Vote (Yes 8, No 0, Abstained 0)

Motion: Enter into Closed Session for New Business Items E and F at 9:04PM with the following in attendance: Attorney Sajdak, Administrator Kreklow, Community Development Director Retzlaff, Public Works Director Mortwedt, and Engineer Driscoll for Item E and Administrator Kreklow for Item F

Motioned By: Trustee Baum

Seconded By: Trustee Jan Miller

Yes: President Wolter, Trustee Baum, Trustee Kaminski, Trustee Neureuther, Trustee Rick Miller, Trustee Hudson, Trustee Jan Miller, Trustee Warren

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 8, No 0, Abstained 0)

- E. Green Bay Packaging Development Agreement for the Development of the Property located generally along I-41 between Holy Hill Road and Rockfield Road. The Village Board may enter into Closed Session 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 may reconvene into open session to take such action as it deems appropriate.

- F. Administrator 2024 Performance Goals Update. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

No action was taken and the Village Board did not return to open session.

XI. ADJOURNMENT:

The meeting was adjourned by Village President Wolter at 9:50PM.

DRAFT

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Purchase of 2024 Articulating Wheel-Loader from Fabrick Cat of Milwaukee for an amount not to exceed \$119,100.00.

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As part of the 2024 Parks Department capital budget, \$120,000.00 was allocated to purchase a compact articulating wheel-loader. This piece of equipment was budgeted as a replacement for a skid-loader in our fleet, which is currently 24 years old. In looking closely at our operations, it was decided that an articulating loader would better serve the needs of the department. Staff solicited several regional Caterpillar vendors, and the pricing is listed below:

Fabrick Cat – Milwaukee \$119,100.00

Altorfer Cat – Wauconda \$131,900.00

Ziegler Cat – Rochester \$133,000.00

ATTACHMENT:

RECOMMENDATION:

Staff recommends the purchase of a Caterpillar 906 compact articulating wheel-loader from Fabrick Cat of Milwaukee for an amount not to exceed \$119,100.00, and to forward this request to the Village Board with a positive recommendation. If approved, the funds shall be allocated from the Parks Department Capital account: 40-564-000-591000

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 there was a majority vote.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of a contract for the 2024 Senior Center Exterior Painting Project to MACORP LLC of Milwaukee in an amount not to exceed \$21,198.00

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As reflected in the 2024 Buildings & Grounds non-borrowed capital budget, \$23,000.00 was allocated to caulk and paint all previously painted exterior surfaces of the Senior Center. Most of the areas to be painted are wood or stucco / EIFS, with caulked seams. The project will reduce the possibility of water intrusion, helping to prolong the life of the wood and trim. The project will also enhance the aesthetic value of the building. Staff has solicited pricing from area contractors and the results are listed below:

MACORP LLC:	\$21,198.00
Service Painting Corporation:	\$42,000.00
Hess Sweitzer Painting LLC:	Responded but did not submit a proposal.

ATTACHMENT:

RECOMMENDATION:

Staff recommends contracting with MACORP LLC to complete the painting project for an amount not to exceed \$21,198.00, and to forward this request to the Village Board with a positive recommendation. If approved, funds shall be allocated from the Buildings and Grounds non-borrowed capital account: 10563000-591900.

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 there was a majority vote.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of Contract for the 2024 Firemen's Park Bandshell Painting Project to MACORP LLC of Milwaukee in an amount not to exceed \$32,063.00

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As reflected in the 2024 Parks Department non-borrowed capital budget, \$30,000.00 was allocated to paint the metal roof and column structures of the Fireman's Park bandshell. As discussed during the budget process, deficiencies in the preparation of the metal surfaces caused a premature paint failure. To correct the issue, staff has specified that all surfaces be media blasted to ensure that all peeling or loose paint is removed. This process will also ensure that all metal surfaces are prepared correctly and will minimize the likelihood of future failure. An alternate bid was accepted to paint the handrail and entry doors, so that all painted surfaces match. This alternate bid came at a cost of \$2,593.00 and puts the project slightly over budget. Staff recommends moving forward with the alternate pricing and utilizing some remaining funds from the Senior Center project, which came in under budget. Staff has solicited pricing from area contractors and the results are listed below:

MACORP LLC: \$32,063.00

Service Painting Corporation: \$33,500.00

Hess Sweitzer Painting LLC: Responded but did not submit a proposal.

ATTACHMENT:

RECOMMENDATION:

Staff recommends contracting with MACORP LLC to complete the painting project for an amount not to exceed \$32,063.00, and to forward this request to the Village Board with a positive recommendation. If approved, funds shall be allocated from the Parks Department's non-borrowed capital account: 10564000-592100, and the Buildings and Grounds non-borrowed capital account: 10563000-591900.

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 there was a majority vote.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Blanket Purchase Order for Manhole Repair Materials — Ferguson Water Works

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Ferguson Waterworks for miscellaneous manhole repair materials to include Neenah R-1661 castings, lids, and pavement adjusting rings, Cretex Pro Ring PPE adjusting rings, Gun grade butyl sealant, and M-1 polymer construction adhesive in the amount not to exceed \$30,000. Materials will be utilized for the 2024 road projects and other areas throughout the system.

ATTACHMENT:

RECOMMENDATION:

It is staff's recommendation to approve a Blanket PO to Ferguson Waterworks for the amount not to exceed \$30,000 for the purchase of miscellaneous manhole repair materials and forward this request to the Village Board with a positive recommendation. Funds to be allocated from 60720000-531960 Collection System maintenance.

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

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Blanket Purchase Order for Materials — Core & Main LP

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Core and Main for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials in the amount not to exceed \$25,000. Rings will be utilized for the 2024 road projects and other areas throughout the system.

ATTACHMENT:

RECOMMENDATION:

It is staff's recommendation to approve the Blanket PO to Core and Main for the amount not to exceed \$25,000 for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials and forward this request to the Village Board with a positive recommendation. Funds to be allocated from 60720000-531960 Collection System maintenance.

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 there was a majority vote.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Blanket Purchase Order for Materials — Adaptor Inc.

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Adaptor, Inc. for internal/external manhole chimney seals and extensions as required for an amount not to exceed \$28,000. Adaptor, Inc. is the manufacturer of the seals and gives the Village distributor pricing because we are a legacy customer. Seals will be utilized for the 2024 road projects and other areas throughout the system.

ATTACHMENT:

RECOMMENDATION:

It is staff's recommendation to approve a Blanket PO to Adaptor, Inc. for the amount not to exceed \$28,000 for the purchase of chimney seals and extensions and forward this request to the Village Board with a positive recommendation. Funds to be allocated from 60720000-531960 Collection System Maintenance.

ACTION BY Committee:

The 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 there was a majority vote.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Blanket Purchase Order for Manhole Grouting — Visu-Sewer

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Visu-Sewer for miscellaneous manhole grouting to control inflow and infiltration in the amount not to exceed \$40,000. Payment will be on a time and material basis.

ATTACHMENT:

RECOMMENDATION:

It is staff's recommendation to approve the Blanket PO to Visu-Sewer Clean and Seal for the amount not to exceed \$40,000 for miscellaneous manhole grouting and other inflow and infiltration efforts and forward this request to the Village Board with a positive recommendation. Funds to be allocated from 6000000-182070 Collection System Capital.

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 there was a majority vote.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Blanket Purchase Order for Lift Station Maintenance –
William/Reid LLC

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to William/Reid, LLC for miscellaneous service on lift station equipment throughout the system for the amount not to exceed \$20,000. Payment will be on a time and material basis.

ATTACHMENT:

RECOMMENDATION:

It is staff's recommendation to approve the Blanket PO to William/Reid, LLC for the amount not to exceed \$20,000 for miscellaneous service on lift station equipment throughout the system and forward this request to the Village Board with a positive recommendation. Funds to be allocated from 60720000-531930 Lift Station Maintenance.

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 there was a majority vote.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Blanket Purchase Order for Residential Yard Waste Facility
Material Processing — Enercon

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am seeking authorization to execute a blanket purchase order to Enercon for material processing for the Residential Yard Waste Facility for 2024, in an amount not to exceed \$30,400. This amount will cover 8 days of wood and yard waste material processing at the facility.

ATTACHMENT:

RECOMMENDATION:

It is staff's recommendation to approve the Blanket PO to Enercon for the amount not to exceed \$30,400 for material processing at the Residential Yard Waste Facility and forward this request to the Village Board with a positive recommendation. Funds to be allocated from Recycling Budget line item 10565000-532700.

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 there was a majority vote.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract for Donges Bay Road Reconstruction Project from STH 145/Fond du Lac Avenue to Wasaukee Road to Vinton Construction of Two Rivers, Wisconsin, in an amount not to exceed \$2,769,158.

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

This roadway reconstruction project is located within TID#9. It was approved in the 2024 budget and is essential for coordination of opening the new Department of Public Works Facility once Town 9 Parkway opens this September. This project was advertised in February, and the Village received 5 bidders.

Contractor	Amount
Vinton	\$2,517,416.12
Musson Bros. Inc	\$2,704,459.26
James Peterson Sons, Inc.	\$2,719,575.88
SuperWestern	\$2,722,450.45
Zignego	\$2,943,201.88

These bids are below the \$3.4M construction estimate. The schedule for the work is to begin this spring, in time for Donges Bay Road to re-open for the new Public Works Building this fall. During this project a detour is required due to the box culvert replacement at the stream crossing. As a result the road will be closed except for construction equipment, and staff sent notification letters to adjacent property owners to plan ahead along with a link to the project webpage: <https://www.germantownwi.gov/176/Construction-Projects> .

ATTACHMENT:

1. Germantown 2401_Donges Bay Rd_Contract_Award

RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend to the Village Board, approval of a contract for the Donges Bay Reconstruction Project with Vinton Construction, the lowest qualified bidder, and include a 10% contingency, in the amount of \$251,742, for a total authorization of \$2,769,158 in account 45-409440-542800.

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 there was a majority vote.



Graef-USA Inc.
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
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collaborāte / formulāte / innovāte

February 29, 2024

Mr. Matt Mortwedt
Director of Public Works
Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022-0337

SUBJECT: Donges Bay Road Reconstruction
Project No. 2401
Recommendation of Award

GRAEF attended the virtual bid opening for the Donges Bay Road Reconstruction, Project No. 2401 on February 29, 2024, at 10am. Five bids were received for the project. A tabulation of the bids are enclosed with this letter.

The low bidder for the above referenced project was Vinton Construction Company with a bid of \$2,517,456.12. The five bids ranged from \$2,517,456.12 to \$2,943,201.88.

In summary, GRAEF recommends that the Donges Bay Road Reconstruction Project No. 2401 be awarded to Vinton Construction Company for the amount of \$2,517,456.12. Should you have any further questions, please feel free to contact us.

Sincerely,

Graef-USA Inc.

A handwritten signature in blue ink that reads "Julie Chapman". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Julie Chapman, P.E.
Associate

JAC:jac

Enclosure

Donges Bay Road Reconstruction (#8932504)
Owner: Germantown, Village of
Solicitor: Graef Inc - Milwaukee
02/29/2024 10:00 AM CST

				Engineer Estimate				Vinton Construction Company				Musson Bros. Inc.				James Peterson Sons, Inc.				Super Western, Inc.				Zignego			
Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
1- Primary Bid							\$0.00		\$2,517,456.12		\$2,704,459.26		\$2,719,575.88		\$2,722,450.45		\$2,943,201.88										
	1	203.0100	Removing Small Pipe Culverts	EACH	4	\$550.00	\$2,200.00	\$335.00	\$1,340.00	\$224.00	\$896.00	\$950.00	\$3,800.00	\$900.00	\$3,600.00	\$224.00	\$896.00										
	2	203.0220	Removing Structure (Box Culvert)	EACH	1	\$20,000.00	\$20,000.00	\$11,700.00	\$11,700.00	\$4,530.00	\$4,530.00	\$14,030.00	\$14,030.00	\$18,797.45	\$18,797.45	\$4,530.00	\$4,530.00										
	3	204.0120	Removing Asphaltic Surface Milling	SY	17040	\$5.00	\$85,200.00	\$1.65	\$28,116.00	\$1.65	\$28,116.00	\$1.65	\$28,116.00	\$1.65	\$28,116.00	\$1.65	\$28,116.00										
	4	204.0150	Removing Curb & Gutter	LF	1252	\$7.50	\$9,390.00	\$4.20	\$5,258.40	\$4.30	\$5,383.60	\$1.92	\$2,403.84	\$2.63	\$3,292.76	\$2.00	\$2,504.00										
	5	204.0155	Removing Concrete Sidewalk	SY	24	\$20.00	\$480.00	\$10.00	\$240.00	\$2.60	\$62.40	\$7.21	\$173.04	\$18.32	\$439.68	\$20.00	\$480.00										
	6	204.0165	Removing Guardrail	LF	384	\$6.00	\$2,304.00	\$2.49	\$956.16	\$2.95	\$1,132.80	\$5.00	\$1,920.00	\$4.25	\$1,632.00	\$2.95	\$1,132.80										
	7	205.0100	Excavation Common	CY	18519	\$22.00	\$407,418.00	\$11.75	\$217,598.25	\$16.00	\$296,304.00	\$13.40	\$248,154.60	\$9.12	\$168,893.28	\$18.33	\$339,453.27										
	8	205.0400	Excavation Marsh	CY	1692	\$24.00	\$40,608.00	\$15.60	\$26,395.20	\$15.00	\$25,380.00	\$14.85	\$25,126.20	\$17.58	\$29,745.36	\$20.00	\$33,840.00										
	9	206.2001	Excavation for Structures Culverts B-66-148	EACH	1	\$25,000.00	\$25,000.00	\$40,200.00	\$40,200.00	\$40,000.00	\$40,000.00	\$19,900.00	\$19,900.00	\$23,147.04	\$40,000.00	\$19,900.00	\$40,000.00										
	10	210.2500	Backfill Structure Type B	TON	1323	\$32.00	\$42,336.00	\$30.15	\$39,888.45	\$25.50	\$33,736.50	\$19.75	\$26,129.25	\$17.74	\$23,470.02	\$25.50	\$33,736.50										
	11	305.0110	Base Aggregate Dense 3/4-Inch	TON	143	\$50.00	\$7,150.00	\$46.00	\$6,578.00	\$23.50	\$3,360.50	\$46.22	\$6,609.46	\$31.33	\$4,480.19	\$50.00	\$7,150.00										
	12	305.0120	Base Aggregate Dense 1 1/4-Inch	TON	11455	\$22.00	\$252,010.00	\$9.57	\$109,624.35	\$13.50	\$154,642.50	\$16.45	\$188,434.75	\$15.21	\$174,230.55	\$14.56	\$166,784.80										
	13	310.0110	Base Aggregate Open Graded	TON	15	\$60.00	\$900.00	\$31.10	\$466.50	\$22.00	\$330.00	\$50.00	\$750.00	\$88.48	\$1,327.20	\$22.00	\$330.00										
	14	311.0110	Breaker Run	TON	16946	\$19.00	\$321,974.00	\$19.32	\$327,396.72	\$16.50	\$279,609.00	\$18.66	\$316,212.36	\$19.22	\$325,702.12	\$24.83	\$420,769.18										
	15	455.0605	Tack Coat	GAL	2611	\$2.75	\$7,180.25	\$2.25	\$5,874.75	\$2.25	\$5,874.75	\$2.25	\$5,874.75	\$2.25	\$5,874.75	\$2.25	\$5,874.75										
	16	460.6223	HMA Pavement 3 MT 58-28 S	TON	2665	\$90.00	\$239,850.00	\$61.50	\$163,897.50	\$61.50	\$163,897.50	\$61.50	\$163,897.50	\$61.50	\$163,897.50	\$61.50	\$163,897.50										
	17	460.6424	HMA Pavement 4 MT 58-28 H	TON	3863	\$110.00	\$424,930.00	\$72.50	\$280,067.50	\$72.50	\$280,067.50	\$72.50	\$280,067.50	\$72.50	\$280,067.50	\$72.50	\$280,067.50										
	18	465.0120	Asphaltic Surface Driveways and Field Entrances	TON	8	\$250.00	\$2,000.00	\$75.00	\$600.00	\$75.00	\$600.00	\$75.00	\$600.00	\$75.00	\$600.00	\$75.00	\$600.00										
	19	504.0100	Concrete Masonry Culverts	CY	39	\$2,500.00	\$97,500.00	\$0.01	\$0.39	\$840.00	\$32,760.00	\$1,035.00	\$40,365.00	\$1,100.00	\$42,900.00	\$840.00	\$32,760.00										
	20	504.1001.S	Precast Concrete Wingwalls B-66-148	EACH	4	\$10,000.00	\$40,000.00	\$0.01	\$0.04	\$6,500.00	\$26,000.00	\$5,705.00	\$22,820.00	\$0.01	\$0.04	\$6,500.00	\$26,000.00										
	21	504.2000.S	Precast Concrete Box Culvert 10 FT x 5 Ft	LF	192	\$1,600.00	\$307,200.00	\$1,570.00	\$301,440.00	\$1,780.00	\$341,760.00	\$1,168.00	\$224,256.00	\$1,500.00	\$288,000.00	\$1,780.00	\$341,760.00										
	22	505.0400	Bar Steel Reinforcement HS Structures	LB	1610	\$2.25	\$3,622.50	\$0.01	\$16.10	\$1.13	\$1,819.30	\$1.50	\$2,415.00	\$4.25	\$6,842.50	\$1.13	\$1,819.30										
	23	516.0500	Rubberized Membrane Waterproofing	SY	3	\$55.00	\$165.00	\$100.00	\$300.00	\$150.00	\$450.00	\$225.00	\$675.00	\$20.00	\$60.00	\$1,000.00	\$3,000.00										
	24	522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	EACH	1	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$1,270.00	\$1,270.00	\$750.00	\$750.00	\$1,347.00	\$1,347.00	\$1,270.00	\$1,270.00										
	25	522.1030	Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	EACH	1	\$2,250.00	\$2,250.00	\$1,510.00	\$1,510.00	\$1,910.00	\$1,910.00	\$1,750.00	\$1,750.00	\$1,993.00	\$1,993.00	\$1,910.00	\$1,910.00										
	26	601.0407	Concrete Curb & Gutter 18-Inch Type D	LF	150	\$41.00	\$6,150.00	\$33.00	\$4,950.00	\$33.00	\$4,950.00	\$33.00	\$4,950.00	\$33.00	\$4,950.00	\$24.94	\$3,741.00										
	27	601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	594	\$37.00	\$21,978.00	\$23.00	\$13,662.00	\$23.00	\$13,662.00	\$23.00	\$13,662.00	\$23.00	\$13,662.00	\$25.17	\$14,950.98										
	28	601.0557	Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	LF	675	\$38.00	\$25,650.00	\$27.50	\$18,562.50	\$27.50	\$18,562.50	\$27.50	\$18,562.50	\$27.50	\$18,562.50	\$27.50	\$18,562.50										
	29	602.0505	Curb Ramp Detectable Warning Field Yellow	SF	66	\$55.00	\$3,630.00	\$55.00	\$3,630.00	\$55.00	\$3,630.00	\$55.00	\$3,630.00	\$55.00	\$3,630.00	\$60.00	\$3,960.00										
	30	602.0605	Curb Ramp Detectable Warning Field Radial Yellow	SF	59	\$70.00	\$4,130.00	\$80.00	\$4,720.00	\$80.00	\$4,720.00	\$80.00	\$4,720.00	\$80.00	\$4,720.00	\$74.00	\$4,366.00										
	31	602.0410	Concrete Sidewalk 5-Inch	SF	9551	\$8.50	\$81,183.50	\$6.00	\$57,306.00	\$5.80	\$55,395.80	\$5.80	\$55,395.80	\$5.80	\$55,395.80	\$5.94	\$56,732.94										
	32	602.3010	Concrete Surface Drain	CY	6	\$1,500.00	\$9,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$850.00	\$5,100.00										
	33	606.0100	Riprap Light	CY	11	\$145.00	\$1,595.00	\$93.25	\$1,025.75	\$134.00	\$1,474.00	\$110.00	\$1,210.00	\$132.15	\$1,453.65	\$134.00	\$1,474.00										
	34	606.0300	Riprap Heavy	CY	34	\$155.00	\$5,270.00	\$95.35	\$3,241.90	\$165.00	\$5,610.00	\$110.00	\$3,740.00	\$117.18	\$3,984.12	\$165.00	\$5,610.00										
	35	608.3012	Storm Sewer Pipe Class III-A 12-Inch	LF	518	\$75.00	\$38,850.00	\$59.40	\$30,769.20	\$65.00	\$33,670.00	\$67.00	\$34,706.00	\$68.00	\$35,224.00	\$65.00	\$33,670.00										
	36	608.3018	Storm Sewer Pipe Class III-A 18-Inch	LF	141	\$110.00	\$15,510.00	\$94.95	\$13,387.95	\$75.00	\$10,575.00	\$74.00	\$10,434.0														

65	631.0300	Sod Water	MGAL	12	\$65.00	\$780.00	\$28.00	\$336.00	\$40.00	\$480.00	\$32.00	\$384.00	\$15.00	\$180.00	\$40.00	\$480.00
66	631.1000	Sod Lawn	SY	1051	\$10.00	\$10,510.00	\$5.50	\$5,780.50	\$11.00	\$11,561.00	\$6.25	\$6,568.75	\$8.65	\$9,091.15	\$11.00	\$11,561.00
67	631.1100	Sod Erosion Control	SY	21	\$42.00	\$882.00	\$5.50	\$115.50	\$20.00	\$420.00	\$15.00	\$315.00	\$50.00	\$1,050.00	\$20.00	\$420.00
68	634.0612	Posts Wood 4x6-Inch x 12 Ft.	EACH	13	\$120.00	\$1,560.00	\$100.00	\$1,300.00	\$135.00	\$1,755.00	\$135.00	\$1,755.00	\$150.00	\$1,950.00	\$135.00	\$1,755.00
69	634.0614	Posts Wood 4x6-Inch x 14 Ft.	EACH	1	\$115.00	\$115.00	\$100.00	\$100.00	\$145.00	\$145.00	\$145.00	\$145.00	\$150.00	\$150.00	\$145.00	\$145.00
70	637.2210	Signs Type II Reflective H	SF	71.69	\$28.00	\$2,007.32	\$24.29	\$1,741.35	\$28.00	\$2,007.32	\$27.00	\$1,935.63	\$30.00	\$2,150.70	\$28.00	\$2,007.32
71	637.2230	Signs Type II Reflective F	SF	9	\$32.00	\$288.00	\$25.29	\$227.61	\$28.00	\$252.00	\$31.00	\$279.00	\$30.00	\$270.00	\$28.00	\$252.00
72	638.2102	Moving Signs Type II	EACH	2	\$140.00	\$280.00	\$80.00	\$160.00	\$140.00	\$280.00	\$100.00	\$200.00	\$150.00	\$300.00	\$140.00	\$280.00
73	638.2602	Removing Signs Type II	EACH	13	\$43.00	\$559.00	\$19.00	\$247.00	\$25.00	\$325.00	\$50.00	\$650.00	\$45.00	\$585.00	\$25.00	\$325.00
74	638.3000	Removing Small Sign Supports	EACH	13	\$42.00	\$546.00	\$19.00	\$247.00	\$25.00	\$325.00	\$45.00	\$585.00	\$45.00	\$585.00	\$25.00	\$325.00
75	645.0111	Geotextile Type DF Schedule A	SY	94	\$6.00	\$564.00	\$2.50	\$235.00	\$0.84	\$78.96	\$8.00	\$752.00	\$3.21	\$301.74	\$10.00	\$940.00
76	645.0105	Geotextile Type C	SY	410	\$5.00	\$2,050.00	\$2.50	\$1,025.00	\$2.90	\$1,189.00	\$5.00	\$2,050.00	\$13.46	\$5,518.60	\$10.00	\$4,100.00
77	645.0120	Geotextile Type HR	SY	21	\$10.00	\$210.00	\$5.00	\$105.00	\$10.00	\$210.00	\$10.00	\$210.00	\$16.99	\$356.79	\$10.00	\$210.00
78	645.0130	Geotextile Type R	SY	32	\$9.00	\$288.00	\$5.00	\$160.00	\$10.00	\$320.00	\$10.00	\$320.00	\$16.51	\$528.32	\$10.00	\$320.00
79	646.1020	Marking Line Epoxy 4-Inch	LF	23422	\$1.00	\$23,422.00	\$0.80	\$18,737.60	\$0.80	\$18,737.60	\$0.80	\$18,737.60	\$0.80	\$18,737.60	\$0.80	\$18,737.60
80	646.3020	Marking Line Epoxy 8-Inch	LF	1074	\$2.50	\$2,685.00	\$1.40	\$1,503.60	\$1.40	\$1,503.60	\$1.40	\$1,503.60	\$1.40	\$1,503.60	\$1.40	\$1,503.60
81	646.5020	Marking Arrow Epoxy	EACH	30	\$275.00	\$8,250.00	\$285.00	\$8,550.00	\$285.00	\$8,550.00	\$285.00	\$8,550.00	\$285.00	\$8,550.00	\$285.00	\$8,550.00
82	646.5120	Marking Word Epoxy	EACH	6	\$325.00	\$1,950.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00
83	646.5220	Marking Symbol Epoxy	EACH	27	\$250.00	\$6,750.00	\$145.00	\$3,915.00	\$145.00	\$3,915.00	\$145.00	\$3,915.00	\$145.00	\$3,915.00	\$145.00	\$3,915.00
84	646.5320	Marking Railroad Crossing Epoxy	EACH	2	\$1,750.00	\$3,500.00	\$1,235.00	\$2,470.00	\$1,235.00	\$2,470.00	\$1,235.00	\$2,470.00	\$1,235.00	\$2,470.00	\$1,235.00	\$2,470.00
85	646.6020	Marking Stop Line Epoxy 12-Inch	LF	48	\$14.00	\$672.00	\$12.50	\$600.00	\$12.50	\$600.00	\$12.50	\$600.00	\$12.50	\$600.00	\$12.50	\$600.00
86	646.6120	Marking Stop Line Epoxy 18-Inch	LF	158	\$16.00	\$2,528.00	\$15.00	\$2,370.00	\$15.00	\$2,370.00	\$15.00	\$2,370.00	\$15.00	\$2,370.00	\$15.00	\$2,370.00
87	646.7120	Marking Diagonal Epoxy 12-Inch	LF	1079	\$11.50	\$12,408.50	\$7.00	\$7,553.00	\$7.00	\$7,553.00	\$7.00	\$7,553.00	\$7.00	\$7,553.00	\$7.00	\$7,553.00
88	646.7420	Marking Crosswalk Epoxy Traverse Line 6-Inch	LF	314	\$12.00	\$3,768.00	\$10.00	\$3,140.00	\$10.00	\$3,140.00	\$10.00	\$3,140.00	\$10.00	\$3,140.00	\$10.00	\$3,140.00
89	690.0150	Sawing Asphalt	LF	517	\$1.75	\$904.75	\$4.00	\$2,068.00	\$1.39	\$718.63	\$2.50	\$1,292.50	\$1.39	\$718.63	\$5.00	\$2,585.00
90	690.0250	Sawing Concrete	LF	20	\$3.25	\$65.00	\$3.00	\$60.00	\$2.00	\$40.00	\$10.00	\$200.00	\$2.00	\$40.00	\$5.00	\$100.00
91	SPV.0060.01	Traffic Control and Detour (Section 02790)	EACH	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$9,482.00	\$9,482.00	\$9,482.00	\$9,482.00	\$23,000.00	\$23,000.00
92	SPV.0060.02	Apron Endwalls for Reinforced Concrete Pipe Arch 36x22-Inch (Section 02472)	EACH	2	\$2,000.00	\$4,000.00	\$2,155.00	\$4,310.00	\$2,060.00	\$4,120.00	\$1,960.00	\$3,920.00	\$2,821.00	\$5,642.00	\$2,060.00	\$4,120.00
93	SPV.0060.03	Maintaining Temporary Drainage (Section 02250)	EACH	1	\$30,000.00	\$30,000.00	\$18,800.00	\$18,800.00	\$23,000.00	\$23,000.00	\$84,050.00	\$84,050.00	\$26,036.08	\$26,036.08	\$23,000.00	\$23,000.00
94	SPV.0060.04	Remove, Salvage, and Relocate Hydrant (Section 02535)	EACH	3	\$20,000.00	\$60,000.00	\$8,405.00	\$25,215.00	\$11,000.00	\$33,000.00	\$5,780.00	\$17,340.00	\$9,398.00	\$28,194.00	\$11,000.00	\$33,000.00
95	SPV.0060.05	Adjust Hydrant (Section 02530)	EACH	1	\$12,000.00	\$12,000.00	\$1,225.00	\$1,225.00	\$2,230.00	\$2,230.00	\$2,000.00	\$2,000.00	\$2,603.00	\$2,603.00	\$2,230.00	\$2,230.00
96	SPV.0060.06	Adjust Water Valve (Section 02520)	EACH	10	\$2,500.00	\$25,000.00	\$375.00	\$3,750.00	\$243.00	\$2,430.00	\$300.00	\$3,000.00	\$615.00	\$6,150.00	\$243.00	\$2,430.00
97	SPV.0060.07	Reconstruct Sanitary Manhole (Section 02665)	EACH	4	\$3,000.00	\$12,000.00	\$906.00	\$3,624.00	\$2,000.00	\$8,000.00	\$2,350.00	\$9,400.00	\$2,902.00	\$11,608.00	\$2,000.00	\$8,000.00
98	SPV.0060.08	Water Main Connection, 12-Inch (Section 02515)	EACH	2	\$8,500.00	\$17,000.00	\$5,885.00	\$11,770.00	\$5,340.00	\$10,680.00	\$4,000.00	\$8,000.00	\$5,472.00	\$10,944.00	\$5,340.00	\$10,680.00
99	SPV.0060.09	Remove, Salvage, and Install New 12" Gate Valve (Section 02525)	EACH	1	\$9,000.00	\$9,000.00	\$10,075.00	\$10,075.00	\$6,140.00	\$6,140.00	\$7,595.00	\$7,595.00	\$9,018.00	\$9,018.00	\$6,140.00	\$6,140.00
100	SPV.0090.01	Concrete Curb & Gutter 66-Inch Type D (Section 02425)	LF	3116	\$45.00	\$140,220.00	\$30.30	\$94,414.80	\$30.30	\$94,414.80	\$30.30	\$94,414.80	\$30.30	\$94,414.80	\$32.80	\$102,204.80
101	SPV.0090.02	Pipe Railing (Section 02820)	LF	320	\$225.00	\$72,000.00	\$228.00	\$72,960.00	\$228.00	\$72,960.00	\$228.00	\$72,960.00	\$295.00	\$94,400.00	\$228.00	\$72,960.00
102	SPV.0090.03	Reinforced Concrete Pipe Arch 36x22-Inch (Section 02470)	LF	85	\$225.00	\$19,125.00	\$223.80	\$19,023.00	\$155.00	\$13,175.00	\$300.00	\$25,500.00	\$183.00	\$15,555.00	\$155.00	\$13,175.00
103	SPV.0090.04	Remove and Install New 12-Inch PVC Water Main (Section 02510)	LF	422	\$500.00	\$211,000.00	\$154.35	\$65,135.70	\$173.00	\$73,006.00	\$180.00	\$75,960.00	\$265.00	\$111,830.00	\$173.00	\$73,006.00
Base Bid Total:						\$3,769,124.82		\$2,517,456.12		\$2,704,459.26		\$2,719,575.88		\$2,722,450.45		\$2,943,201.88

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract for Conceptual Designs for Division Road Reconstruction including Public Information Meetings to Kapur and Associates, Inc. of Milwaukee, Wisconsin in an amount not to exceed \$30,980

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

As part of the 5-year paving program, Village staff identified Division Road as a priority for resurfacing or reconstruction. Based on direction from the Public Works and Highways Committee and Village Board, staff requested proposals from reputable firms with capabilities for this type of preliminary design work, including coordination and hosting a public information meeting. The fees and hours are summarized in the table.

Firm	Hours	Amount
Kapur	199	\$30,980
Lakeside	365	\$39,497
KL Engineering	551	\$64,550
raSmith	578	\$97,680

The schedule for this work is to begin a traffic analysis in April, and that includes installation of temporary cameras to count traffic, complete a traffic analysis, prepare conceptual drawings in May, and host two public information meetings anticipated for June and July with an online survey.

The funding for this work is anticipated from American Rescue Plan Act (ARPA) funding.

ATTACHMENT:

1. Division Road Proposed Contract

RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend to the Village Board, approval of a contract to prepare conceptual designs for Division Road Public Information Meetings in summer 2024 to Kapur and Associates, Inc. of Milwaukee, Wisconsin in the amount of \$30,980

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 there was a majority vote.

February 29, 2024

Mr. Kevin Driscoll, PE
Village Engineer
Village of Germantown
N112 W17001 Mequon Road, P.O. Box 337
Germantown, WI 53022-0337

RE: Proposed Contract for Professional Engineering Services
Division Road Conceptual Designs for Public Information Meeting
Project #2406

Dear Kevin,

Kapur is pleased to submit this proposed contract to provide professional engineering services for the referenced project. The following contract includes traffic counts, traffic report, conceptual plans for Division Road alternatives and public involvement as described in the proposal submitted on February 27, 2024.

SCOPE OF SERVICES

The provided scope of services shall remain as previously submitted and subsequent revised clarifications per phone call.

SCHEDULE

Kapur will begin work upon authorization and as described in the proposal.

FEES AND BILLINGS

The professional fees for the work as described will be charged as Time and Material and as included in the attached proposal.

ACCEPTANCE

If this proposal is acceptable, please sign and date this original copy on Standard General Contract Terms and return it to our office.

Thank you for the opportunity to submit this proposed contract. We look forward to working with you on this project. Should you have any questions, or require further information, please call us at (414) 751-7200.

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

ENGINEER shall provide CLIENT with services in connection with the Project as described in Scope of Services. ENGINEER shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ENGINEER's service.

Unless otherwise specifically included in the proposal, ENGINEER's scope of services does not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of the land, air or water.

Article 2 Schedule of Services

ENGINEER shall start and complete work as set forth in the Scope of Services. ENGINEER shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of ENGINEER's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement.

Article 3 CLIENT's Responsibility

CLIENT shall do the following in a timely manner so as not to delay the service of ENGINEER:

3.1 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

3.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the ENGINEER may use and rely upon in performing the services under this Agreement. Verification of the accuracy and completeness of any information provided by the CLIENT is beyond the scope of this agreement.

Article 4 Payment Terms

CLIENT agrees to pay all fees within 45 days of the date of the invoice. Balances due over 45 days will be assessed an interest rate of 1.5 % per month. CLIENT agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

CLIENT understands and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits or secure financing for the project.

Article 5 Term and Termination

ENGINEER's obligation to render services under this Agreement will extend for a period that may reasonably be required for the services to be provided, including extra work and required extensions. If CLIENT fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed or suspended by CLIENT for more than three months for reasons beyond ENGINEER's control, ENGINEER may, after giving seven days' written notice to CLIENT, suspend or terminate services under this Agreement.

If payment is not received within 45 days of the date of invoice, ENGINEER reserves the right, after giving seven days' written notice to CLIENT, to suspend services to the CLIENT or to terminate this Agreement. ENGINEER shall not be liable to CLIENT or any third parties for any damages caused by the suspension or termination of work for non-payment. CLIENT may terminate this Agreement for any reason or without cause upon 30 days' written notice to ENGINEER. If any work covered by this Agreement is suspended, terminated or abandoned for any reason other than ENGINEER'S breach of the Agreement, the CLIENT shall compensate the ENGINEER for

services rendered to the date of written notification of such suspension, termination or abandonment.

Article 6 Indemnity

CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent or intentional acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

Article 7 Ownership and Copyright of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by CLIENT, without ENGINEER's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, arising out of such use by CLIENT or by others acting through the CLIENT.

Article 8 Electronic Media

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic formats, or other types of information furnished by ENGINEER to CLIENT such as text, data or graphics, are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software applications packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of this project.

ENGINEER

Kapur & Associates, Inc.

By: Neal Styka
Print: Neal Styka
Title: Project Manager
Date: 2-29-24

The above and foregoing proposal is hereby accepted and ENGINEER is authorized to proceed with the work.

CLIENT

Village of Germantown

By: _____
Print: _____
Title: _____
Date: _____



PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR

DIVISION ROAD CONCEPTUAL DESIGNS FOR PUBLIC INFORMATION MEETING

Germantown, WI // February 27, 2024



Presented to:

Kevin Driscoll, PE
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
PO Box 337
Germantown, WI 53022-0337

Presented by:

Neal Styka, PE, PTOE, RSP1
Project Manager
Kapur & Associates, Inc.
7711 N. Port Washington Road
Milwaukee, WI 53217

February 27, 2024

Kevin Driscoll, PE
Village Engineer
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022-0337

RE: Feb. 7, 2024 RFP for Division Road Conceptual Designs for Public Information Meeting

Dear Mr. Driscoll,

Having spent the past 40 years mastering the comprehensive skillset needed to deliver award-winning work, **Kapur & Associates, Inc. (Kapur)** also knows achieving that recognition is only possible when public input and involvement are a high priority. As a firm deeply invested in the communities and individuals our work impacts, we appreciate not only your desire to create meaningful change on Division Road, but to engage with stakeholders ahead of time, and our team of professionals is immediately available and ready to assist you with this exciting undertaking.

Each team member who will serve you has been selected with consideration for their prior experience and proven ability to perform at the highest level. That includes myself, having garnered recognition over my 16 years of working on traffic design projects throughout southeastern Wisconsin, as well as Athena Kuhl, whose career in public involvement has been highlighted by leading efforts for the Reimagining WIS 175 Study in Milwaukee and the Wisconn Valley Development Roads in Racine – both high-profile projects for which she has earned glowing feedback and praise.

Our commitment to thoroughly and efficiently gathering community input is unmatched, and the strong local connections and experience of our team will no doubt lead us to exceed your expectations. By partnering with a firm known for its successful collaborations with local municipalities and state and federal agencies, you can be certain our work together will be something we can look back on with pride.

The following proposal and scope have been prepared in accordance with the requirements outlined in the February 7, 2024, RFP, and we appreciate having the opportunity to submit it.

We eagerly await your review and feedback – please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Neal Styka".

Neal Styka, PE, PTOE, RSP1
Project Manager
414.751.7238
nstyka@kapurinc.com

APPROACH

This project understanding was developed from field reviews of the corridor, a search of the Wisconsin Remediation and Redevelopment Database, and a review of the WDNR Surface Water Data Viewer. After the project is awarded, Kapur and the Village will have a kickoff meeting to discuss the proposed alternatives and the overall concept for an improved Division Road. A 2D layout of the alternatives can begin while traffic data is being collected. Collecting these in April and May on days when the weather is favorable to more people getting outside will allow for the inclusion of bike and pedestrian counts, as well as vehicle turning movement counts. The bike and pedestrian counts, along with the intersection geometry and physical constraints discussed below, will determine where pedestrian crossings will be proposed. Traffic counts will also be used in determining intersection operations and what changes to turn/bypass lane configurations would be recommended, including if a TWLTL would be warranted.

MULTI-USE PATH DESIGN

Multi-use path plans and typical sections will be developed in accordance with WisDOT's Facilities Development Manual (FDM) and in coordination with the Village of Germantown. Our project manager, Neal Styka, is knowledgeable in delivering designs following ADA and PROWAG guidelines and works to develop scopes and schedules that meet the owner's budget while improving safety for all roadway users.

TYPICAL SECTION CONSIDERATIONS

Multiple typical sections will be developed and displayed in both plan view and typical section view. There are two on-street bike facility alternatives that would be laid out. Both would be a 5-foot bike lane. The difference is whether it is an urban typical section or a rural typical section. In some cases along Division Road, there already is a 5-foot paved shoulder, while in much of the roadway there isn't, and adding the bike lanes will require roadway widening. Additionally, resurfacing or widening the existing path will be evaluated. Cost estimates will be prepared for these alternatives. Some of the considerations that will influence the ultimate design include:

- Consider a hybrid approach to converting to an urban typical section. In some locations where there are deep ditches and 5-foot paved shoulders, keeping that as existing may make more sense than converting to an urban section.
- The path, which is approximately 5 feet wide in most locations, is nearly continuous from County Line Road to Mequon Road on one side of the road or both. The notable exception is from just south of Wendy Lane to Dotty Way, a gap of five parcels, four of which would likely need right-of-way acquisition to complete the path.
- The path ideally would be widened away from the roadway edge when the right-of-way permits to keep separation between vehicle travel way and the active transportation users. Some exceptions are discussed below:
 - North of Revere Lane, the large culvert that runs under Division Road will need to be inspected before the next phase of design can begin. Any potential roadway widening may require lengthening the box culvert. In these cases, widening toward the roadway edge may be more feasible.
 - Some sections of the trail, between Bittersweet Trail/Lone Oakes Drive and Donges Bay Road for instance, will be hard to widen away from the roadway edge due to the proximity of large mature trees. In these cases widening towards the roadway edge may be more feasible (narrowing the terrace).



MATURE TREES ALONG PATH

APPROACH

- The bridge over the waterway just south of Juniper Drive already has wide paved shoulders and a path on the east side. Due to costs, keeping the existing path on the east side would be recommended while extending the paved shoulders if that typical section is preferred.
- Adjacent to the northbound right-turn lane approaching Hawthorne Trail, the path is directly adjacent to the roadway and is currently around 5 feet wide with some newly relocated power poles behind the path. In this case, any widening or changes to the existing typical section utility relocations will be required and any final cost estimates could be prepared.
- Kapur will assess and, where possible, minimize impacts to existing infrastructure, including storm sewer, fire hydrants, street lighting, and traffic signals.
- There are mapped wetlands and waterways along the corridor, specifically between Juniper Drive and Old Farm Road on the west side of the road and on the east side of the road north of Revere Road. Other non-mapped waterways would need to be determined when preliminary design begins.
- Adding a two-way left-turn lane to the whole corridor will significantly widen the roadway, at times making it hard to fit the trail and a paved shoulder. Based on traffic operations and observations, a more targeted approach to adding dedicated left-turn lanes at critical locations should be considered.



EXISTING PATH ON THE EAST SIDE



UTILITY POLE BEHIND PATH



EXAMPLE OF AN ENHANCED CROSSWALK WITH HIGH VISIBILITY MARKINGS AND RRFB

PEDESTRIAN CROSSING IMPROVEMENTS

- Existing and proposed crossings of Division Road:
 - Width would likely be 8 feet unless the path is not widened
 - Consider enhanced treatments such as:
 - High Visibility Markings
 - Advanced Yield Lines
 - Signing
 - Rectangular Rapid Flashing Beacons (RRFBs) – Kapur has recent experience with RRFBs in several Milwaukee County communities
 - High Intensity Activated Crosswalk (HAWK) Beacon – Kapur recently installed a HAWK as part of the CTH KR project in Racine County

PUBLIC INVOLVEMENT

Division Road, in the Village of Germantown, demands a thorough and inclusive public involvement strategy, mainly because it is a heavily residential corridor. Ensuring the active participation of residents, especially those living near critical facilities like The Gables of Germantown and Virginia Highlands Care and Rehab Center, is essential. These facilities represent vital stakeholders, and coordinating access for maintenance and construction during the design phase is imperative for them, as well as nearby business owners such as Wendland Landscape Services and Nursery and Kesslers Diamonds. Inclusivity in the planning process will enable a comprehensive understanding of the unique needs and concerns of residents and businesses along Division Road, fostering a collaborative environment for effective decision-making and ultimately leading to a design that prioritizes the well-being and convenience of the community. After the first PIM, with feedback collected and processed, Kapur and the Village can meet to discuss and refine the displays for PIM, if authorized.

COSTS

	TASK	Project Manager	Project Engineer III	Staff Engineer II	Tech III	Admin	Total Task Hours	Total Task Cost
		\$185.00	\$165.00	\$125.00	\$125.00	\$82.00		
Project 1	Tasks for Division Road							
Task 1	Measure roadway width	--	--	8	--	--	8	\$1,000
	Create base maps	--	--	4	--	--	4	\$500
	Create 5 overview exhibits for 4 alternatives with and without shoulders/side path or sidewalk reconstruction and 1 with the TWLTL	--	3	26	--	15	44	\$4,975
	Exhibits for pedestrian accommodations at 6 intersections (as listed in RFP)	--	8	--	--	--	8	\$1,320
	SUBTOTAL TASK 1	--	11	38	--	15	64	\$7,795
Task 2	Traffic analysis of AM, mid-day, and PM peak hour at 4 representative locations	--	2	4	--	--	6	\$830
	Traffic counts at 4 representative intersections (8 hour counts, 1 day each - 6AM to 9AM, 11AM to 1PM, and 3PM to 6PM peaks with 3 vehicle group classifications), counts to be collected mid-week (Tues., Wed., Thurs.) and coordinated with Village and Police Department staff	--	6	5	--	--	11	\$1,615
	Evaluate turning movements (taper lengths and acceleration/deceleration lengths)	--	4	6	--	--	10	\$1,410
	Traffic Memo with conceptual exhibits	2	16	6	5	--	29	\$4,385
	Traffic camera video processing fees (4 locations)	--	--	--	--	--	--	\$1,000
	SUBTOTAL TASK 2	2	26	17	5	--	50	\$9,240
Task 3	PIM (attended by 2 Kapur staff)	--	8	--	8	--	16	\$2,320
	PIM preparation, coordination, and survey form creation	--	--	--	25	--	25	\$3,125
	Printing and mounting exhibit boards (15 24"x36" boards for each)	--	--	--	--	--	--	\$700
	Printing informational letters and postage (1,200 letters for 2 PIMs)	--	--	--	--	--	--	\$1,608
	SUBTOTAL TASK 3	--	8	--	33	--	41	\$7,753

COSTS

Task 4	Cost estimate preparation (based on conceptual exhibits prepared for PIM #1)	--	4	--	--	--	4	\$660
	Rural with gravel shoulder and ditches	--	--	4	--	--	4	\$500
	Urban with curb and gutter	--	--	4	--	--	4	\$500
	5-ft wide path resurface	--	--	2	--	--	2	\$250
	8-ft wide path reconstruction	--	--	3	--	--	3	\$375
	QA/QC	2	--	--	--	--	2	\$370
	SUBTOTAL TASK 4	--	4	13	--	--	17	\$2,655
Task 5	Update conceptual drawings	--	2	6	--	5	13	\$1,490
	Administration	--	--	--	--	4	4	\$328
	Meetings	2	4	4	--	--	10	\$1,530
	SUBTOTAL TASK 5	2	6	10	--	9	27	\$3,348
TOTAL TASKS (1-5):		4	55	78	38	24	199	\$30,791
	Mileage							\$189
Total Project:								\$30,980

Assumptions:

For Task 1 & 5 - 2D Layouts Only

Geotechnical Investigation, Hazmat Analysis, and Wetland Delineation are not included in this scope

No Field Survey is Involved

Village to Share GIS Access for Duration of Project

CONCLUSION

This project has the potential to help create safer pedestrian and bike accommodations for the growing number of residents who live along Division Road. The Kapur team is excited to leverage its knowledge of substantive safety, roadway and path design, and public engagement experience to help gain meaningful feedback on the variety of proposed typical sections and to help the Village come up with a preferred alternative.



Kapur & Associates, Inc. (Kapur) is a multi-discipline consulting engineering firm with a corporate office in Milwaukee and branch offices in downtown Milwaukee, Burlington, Appleton, Madison, and Wausau. Established in 1981, Kapur employs more than 425 professionals and provides services to cities, counties, state agencies, sewerage districts, and developers.

We've been fortunate to become the trusted business partner to so many through a demonstrated history of providing exceptional and economical technical knowledge across every phase of our client's projects. The collective efforts and expertise of our personnel provide timely, cost-effective, and sustainable solutions to those we work with, many of whom we're also fortunate enough to call neighbors and friends.

In addition to being driven by having our work make an impact locally, Kapur rewards employees by making them an owner under our Employee Stock Ownership Program. This encourages every individual to take ownership and pride in our company and projects, resulting in personalized service and allowing us to forge long-term relationships with clients. We nurture an atmosphere of teamwork and innovation, and our forward-thinking has allowed us to become associated with some of Wisconsin's most memorable projects.

Our mission is to develop the close, professional, and honest relationships needed to understand the expectations of our clients so that we can provide the quality services required to exceed their definition of success. We're passionately committed to delivering infrastructure, protecting the environment, cultivating relationships, and connecting with the community.

Kapur's overall firm services include:

- | | | |
|------------------------------|--------------------------|---------------------------|
| ■ Transportation engineering | ■ Landscape architecture | ■ Construction management |
| ■ Public involvement | ■ Environmental | ■ GIS & asset management |
| ■ Structural engineering | ■ Natural resources | ■ Power & energy |
| ■ Land survey/platting | ■ Wastewater/water | ■ Economic development |
| ■ Municipal engineering | ■ Stormwater management | |
| ■ Site development | ■ 3D modeling & scanning | |

TRANSPORTATION DESIGN SERVICES

Kapur has a staff of 25+ transportation design professionals who can quickly respond to critical schedules and peak workloads. Their experience covers the planning, design, and street reconstruction improvements, including municipal street, storm sewer, sanitary sewer, and water infrastructure. Our pavement rehabilitation experience empowers us to recommend solutions that are economical and sustainable, and our relationship with WisDOT and agency staff provides substantial benefits to our clients when coordinating improvements to roadways.



MILWAUKEE AVENUE, BURLINGTON, WI

We offer a range of services to provide clients with the best solutions to their transportation needs:

- | | | |
|---|-------------------------------------|------------------------------------|
| ▪ Location & corridor planning studies | ▪ Local street repair & reconstruct | ▪ Traffic control & staging |
| ▪ Environmental documents (EIS/EA/ER) | ▪ Rural & urban highways | ▪ Marking & signing |
| ▪ Phase I through IV hazardous material investigation & remediation | ▪ Freeways & interchanges | ▪ Utility coordination |
| ▪ Right-of-way plat | ▪ Multi-use trails | ▪ Agency coordination & permitting |
| | ▪ Roadway lighting | ▪ Parking studies |
| | ▪ Drainage analysis & design | ▪ Traffic modeling |
| | ▪ Erosion control | ▪ Traffic counts & analysis |
| | | ▪ Traffic signal design |



WIS 175 PUBLIC INVOLVEMENT MEETING

PUBLIC INVOLVEMENT

Involving the community in two-way dialogue is critical to the successful completion of any public works project, and Kapur routinely demonstrates a strong commitment to public involvement. Throughout the course of the project, clear and consistent information will be shared with project stakeholders – citizens, elected officials, and community representatives. When stakeholders receive information that is readily understood, they can provide input that is meaningful and helpful to achieving a successful project. We bring a commitment to seek input thoroughly and

quickly from the community. We have strong local connections, which will allow us to work efficiently. Knowing how busy our clients are, our role is to accomplish as much behind the scenes as necessary, so all you need to do is approve our work and attend the meetings. We will handle all the details for you.

Our public involvement tools and services include:

- | | | |
|-------------------------|-----------------------------------|-----------------------------------|
| ▪ Newspaper inserts/ads | ▪ Issue papers | ▪ Advisory groups |
| ▪ Fact sheets | ▪ Briefings for elected officials | ▪ Meeting facilitation/strategy |
| ▪ Newsletters | ▪ Focus groups | ▪ Exhibits |
| ▪ Direct mail | ▪ Public information meetings | ▪ Renderings/Google Earth imagery |
| ▪ Website information | ▪ Public hearings | |

PREVIOUS EXPERIENCE



WISCONSIN AVENUE BRIDGE

Wauwatosa, WI

PROJECT DETAILS

Determined to be structurally deficient, Kapur began working with the City of Wauwatosa and WisDOT toward replacing the Wisconsin Avenue bridge, which allows entry to the Children's Hospital of Wisconsin, Froedtert Hospital, the Medical College of Wisconsin, Curative Care, Milwaukee County's Behavioral Health Division, and the Versiti Blood Center of Wisconsin Blood Research Institute.

Following Kapur's initial hydraulic analysis, roadway and structural engineers developed a roadway profile and bridge layout to raise the new bridge and prevent future overtopping.

With construction starting in 2024, the project includes:

- Roadway reconstruction work along Wisconsin Avenue and Honey Creek Parkway
- Installing a traffic signal at the Wisconsin Avenue intersection with Honey Creek Parkway
- Removing on-street parking from the south side of Wisconsin Avenue to provide room for installing bicycle lanes in each direction within the existing Wisconsin Avenue roadway footprint
- Replacing existing sidewalk
- Installing ADA-compliant curb ramps at the Wisconsin Avenue and Honey Creek Parkway intersection
- Realigning the existing pedestrian path on the west side of Honey Creek
- Replacing municipal sewer and water main facilities

PUBLIC INVOLVEMENT DETAILS

Kapur played a crucial role in organizing and coordinating Public Involvement Meetings (PIM) with the City of Wauwatosa, MMSD, and Milwaukee County Parks for this project, including two during the design phase. Kapur's responsibilities encompassed establishing the venue, developing the meeting invitation, and ensuring the accuracy of a high-quality mailing list. Additionally, Kapur created 13 project-specific exhibits, designed meeting wayfinding signage, and produced a comprehensive four-page 11x17 handout detailing project components and proposed detour routes during construction. Kapur's involvement extended to facilitating meeting sign-in, managing photography documentation throughout the event, and actively participating in the setup and takedown of the meeting space. Furthermore, Kapur provided valuable assistance to the public, addressing inquiries and guiding attendees to the appropriate personnel during the PIM.

"I live in the neighborhood right next to the proposed reconstruction project, and I just wanted to send you a quick note to say the organization and communication on this project has been really exceptional – very much appreciate all the efforts to inform the community and answer questions about the project. I wish whoever was in charge of this was in charge of all government projects!"

- City of Wauwatosa Resident

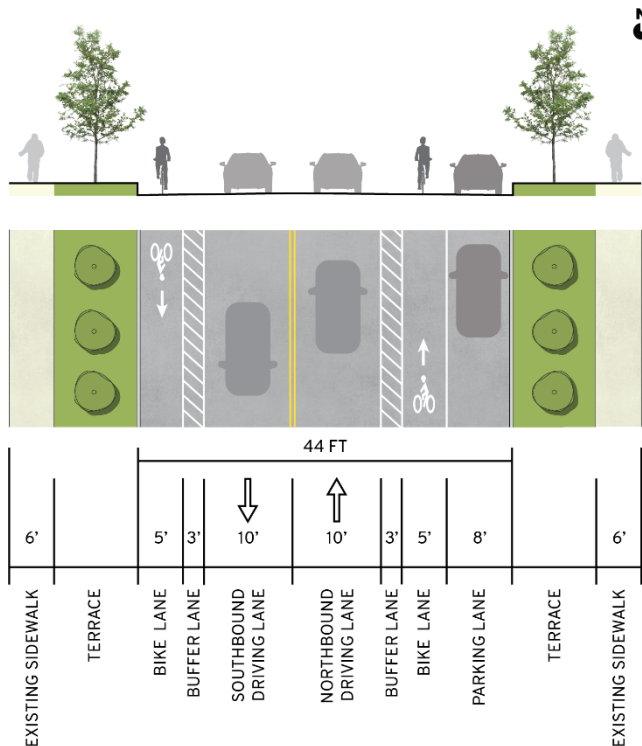
CLIENT CONTACT

Bill Wehrley, PE
City Engineer
City of Wauwatosa
wwehrley@wauwatosa.net
414.479.8927

SERVICES PROVIDED

- Traffic Signal Design
- Agency Coordination
- Utility Coordination
- Public Involvement
- Traffic Report
- Signal Warrant Analysis
- Pedestrian Crossing Analysis & ADA Curb Ramp Design

PREVIOUS EXPERIENCE



STH 32 (LAKE DRIVE) UPGRADES Shorewood, WI

PROJECT DETAILS

STH 32 (Lake Drive) between Edgewood Avenue and Kensington Boulevard is an urban four-lane undivided roadway with curb and gutter, combined sewer, isolated storm sewer, and sidewalk. The outside lanes are generally dedicated to on-street parking and biking. However, between Shorewood Boulevard and approximately 500 feet north of Capitol Drive, outside lanes function as traffic lanes. The purpose of this project is to address deteriorating pavement conditions and upgrade existing municipal underground facilities.

Improvements will include:

- An urban roadway reconstruction within the Shorewood Village limits, including curb and gutter
- Improvements to pedestrian and on-street parking access.
- Incorporating ADA-compliant curb ramps.
- Replacing municipal combined sewer and water main facilities.

PUBLIC INVOLVEMENT DETAILS

Kapur contributed to the Village of Shorewood's Lake Drive PIMs, including two during the design phase. Kapur demonstrated its expertise in coordinating and facilitating meeting logistics, including creating and disseminating meeting postcards and securing a suitable facility. Kapur's responsibilities included the creation of numerous project-specific exhibits, a comprehensive project handout, overseeing meeting sign-in procedures, managing event photography, and actively participating in the efficient setup and takedown of the meeting space.

CLIENT CONTACTS

Debra Tarnow
Project Manager
WisDOT SE Region
Debra.tarnow@dot.wi.gov
262.548.6766

Leeann Butschlick
Director of Public Works
Village of Shorewood
lbutschlick@villageofshorewood.org
414.847.2650

SERVICES PROVIDED

- Field Survey
- Agency Coordination
- Utility Coordination
- Public Involvement
- Traffic Report
- Pedestrian Crossing Analysis & ADA Curb Ramp Design
- Traffic Calming
- Preliminary Design
- Final Roadway Design
- Combined Sewer & Water Main Design
- Drainage Analysis
- Section 106
- Hazardous Materials Investigation
- Environmental Analysis
- Design Study Report
- PS&E Documents
- Traffic Control Plan/Staging

PREVIOUS EXPERIENCE



UNDERWOOD CREEK PARKWAY

Milwaukee, WI

PROJECT DETAILS

Serving facilities like Wil-O-Way, Firefly Ridge, Forestry Exploration Center, MMSD County Grounds Basin, and Hansen Golf Course, Underwood Creek Parkway is in poor condition, allowing Kapur to provide planning, design, and construction documents for its replacement.

Underwood Creek Parkway will be designed for shared use to accommodate bicycles, along with wayfinding signage. The approved capital project envisions a public outreach phase of work to create and evaluate several design alternatives and related feedback to determine the preferred alternative.

Stormwater best management practices, including curb cuts with a concrete ribbon, green infrastructure, natural areas restoration, and management will be incorporated where applicable. Lighting will be evaluated for both safety and natural resource impacts.

PUBLIC INVOLVEMENT DETAILS

Kapur is actively collaborating with Milwaukee County Parks to organize a PIM for this project. Kapur's responsibilities encompass securing a suitable meeting venue, designing a comprehensive meeting graphic flyer, and identifying key stakeholders for the dissemination of meeting invitations, including Oak Leaf Trail users. Additionally, Kapur has developed yard signs to be strategically placed at designated locations, crafted meeting exhibits, and prepared a four-page meeting handout. During the PIM, Kapur will oversee the sign-in table, assist in meeting setup and takedown, and address inquiries, ensuring attendees are directed to the appropriate personnel.

CLIENT CONTACT

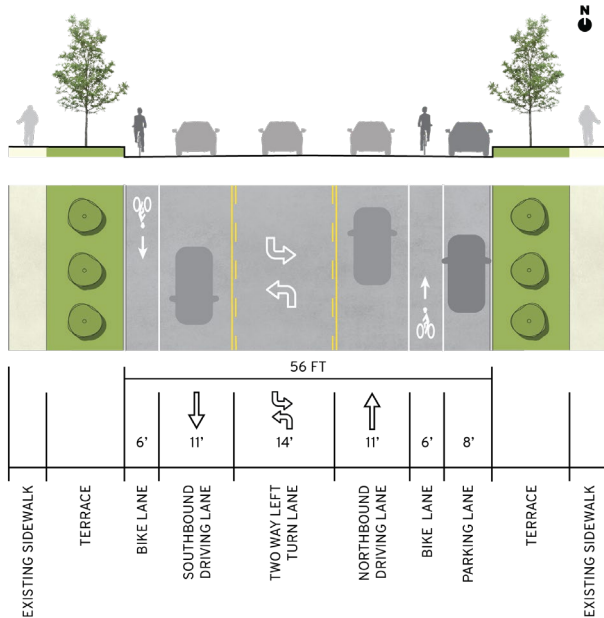
Mike Marlin, PLA
Senior Landscape Architect
Milwaukee County Parks
michael.marlin@milwaukeecountywi.gov

David S. Gulgowski, PE
Architecture, Engineering & Environmental Services
DAS – Facilities Management Division
Milwaukee County
david.gulgowski@milwaukeecountywi.gov
414.278.4942

SERVICES PROVIDED

- Historical & Archaeological Survey
- Conceptual Layout & Alternatives Analysis
- Public Engagement & Public Input Meeting
- Roadway Design
- Retaining Wall Analysis & Design
- Storm Sewer Design
- Erosion Control Plans
- Utility Coordination
- Construction Cost Estimate
- Permitting

PREVIOUS EXPERIENCE



39TH AVENUE

Kenosha, WI

PROJECT DETAILS

Currently in the design phase, the City of Kenosha, in partnership with WisDOT, created a preferred roadway rebuilding improvement plan based on findings by Kapur, including an evaluation of a two-way left-turn lane.

To address deteriorating pavement conditions, improve bicycle and pedestrian accommodations, and replace aging municipal underground facilities in the City of Kenosha, Kapur conducted traffic counts and prepared a traffic memo using Highway Capacity Manual methodology for 39th Avenue that analyzed a potential road diet, reducing the number of driving lanes from two lanes to one lane in each direction with parking and bike lanes and also studied the reduction of lanes with a two way left turn lane.

Additionally, Kapur led a parking study to determine parking occupancy and demand. This removal of parking will allow for a bike lane.

PUBLIC INVOLVEMENT DETAILS

Kapur played a pivotal role in organizing and coordinating a PIM for this project in the City of Kenosha. Kapur's responsibilities encompassed the development of a comprehensive meeting postcard and verifying the project mailing list to ensure accuracy. Kapur demonstrated proficiency by creating a set of project-specific exhibits, including a detailed four-page 11x17 handout outlining the project's purpose and need, preferred proposed typical section, project components, and schedule. Kapur's commitment extended beyond documentation to facilitating meeting sign-in, overseeing photography throughout the event, and actively participating in the efficient setup and takedown of the meeting space.

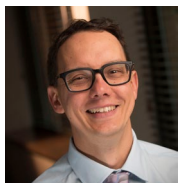
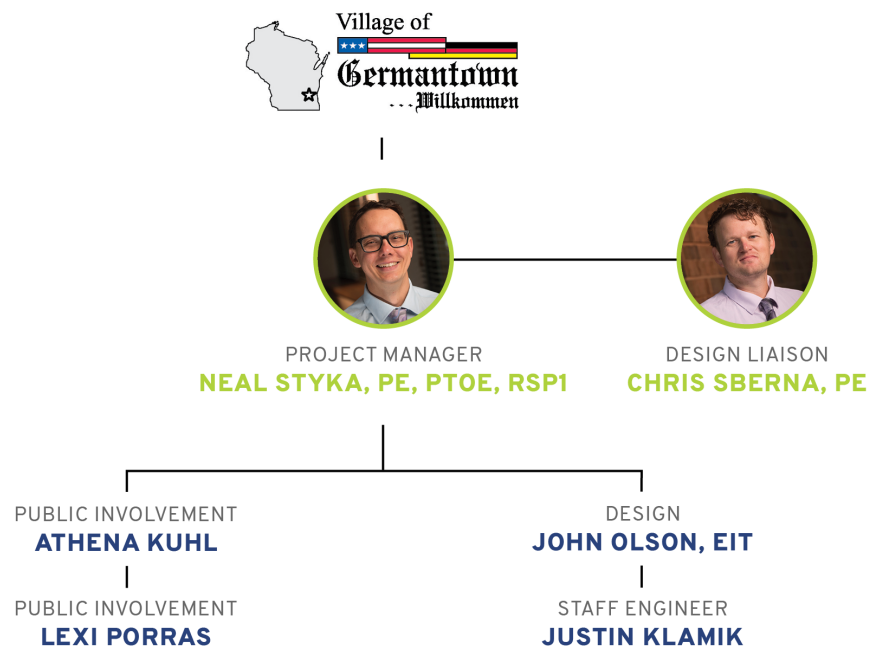
CLIENT CONTACT

Greg Hafeman, PE
Local Program Project Manager – Design
WisDOT SE Region
greg.hafeman@dot.wi.gov
262.548.8677

Greg Boldt, PE
Deputy Director Of Public Works/City Engineer
City of Kenosha
gboldt@kenosha.org
262.653.4057

SERVICES PROVIDED

- Field Survey
- Agency Coordination
- Utility Coordination
- Public Involvement
- Traffic Report
- Preliminary Design
- Final Roadway Design
- Storm Sewer Design
- Drainage Analysis
- Section 106
- Hazardous Materials Investigation
- Environmental Analysis
- Design Study Report
- PS&E Documents
- Traffic Control Plan/Staging

FIRM QUALIFICATIONS**NEAL STYKA, PE, PTOE, RSP1 – PROJECT MANAGER****BS, Civil Engineering, Marquette University, 2008**

Neal is a project manager with 16 years of experience specializing in 3D modeling, traffic safety analyses, traffic signal design, pedestrian safety, and traffic simulation modeling. He has worked on numerous award-winning projects and his experience and knowledge of substantive safety initiatives have helped improve safety and reduce crash severity.

39th Avenue, Kenosha, WI

Conducted traffic counts and prepared a traffic memo using *Highway Capacity Manual* methodology that analyzed a two-way left-turn lane alternative and a road diet alternative. The road diet alternative was the preferred alternative. It reduced the driving lanes from two to one in each direction with parking and bike lanes. Led a parking study to determine occupancy and demand. The removal of parking allowed for a bike lane.

Various Intersections, Lake Geneva & Burlington, WI

Evaluated intersection control to improve vehicle and pedestrian safety. Developed plans to improve pedestrian safety by adding sidewalks and new pedestrian crossings.

Wisconsin Avenue Bridge & Signal Project, Wauwatosa, WI

Conducted a signal warrant analysis and crash analysis at the intersection of Honey Creek Parkway and Wisconsin Avenue, which had a high volume of school-age children walking to their nearby schools. Neal designed new traffic signals at the intersection.

Bloomfield Road & Edwards Boulevard (STH 120) Traffic Signal, Lake Geneva, WI

Analyzed the existing geometry using Synchro traffic modeling software to determine queue lengths and appropriate turn bay lengths on Bloomfield Road. Neal also designed the intersection widening that was a result of adding turn lanes on Bloomfield Road. A new traffic signal was designed at the intersection to improve operations and safety for traffic coming and going to the high school.

FIRM QUALIFICATIONS**CHRIS SBERNA, PE – DESIGN LIAISON****BS, Civil Engineering, University of Wisconsin-Platteville, 2014**

Having been a project engineer for seven years, Chris has experience in street design, underground utility design, construction management, and inspection. He is responsible for the design and preparation of cost estimates, construction documents, and specifications.

St. Francis Neighborhood Reconstruction Phase 1, Greenfield, WI

Project engineer assisting with the design and preparation of construction and bidding documents for this reconstruction of 1.2 miles of roadway. Chris also prepared cost estimates and performed construction management and inspection, including overseeing 3,900 feet of storm sewer installation, street lighting, grading, curb and gutter, and paving operations. Coordination with City staff, contractor, and homeowners was a continual effort to keep the project on schedule and the public aware of the upcoming work.

Grand Avenue & Spring Street Reconstruction, Random Lake, WI

Project engineer responsible for the design, acquiring permits, and preparation of construction and bidding documents for the reconstruction of 1 mile of roadway. The design included 2,000 feet of new storm sewer, replacement of water main and sanitary sewer, ADA-compliant curb ramps, and concrete sidewalk. Chris also prepared cost estimates and performed inspection, including grading, curb and gutter, and sidewalk.

Appleton Street Reconstruction, Plymouth, WI

Project engineer responsible for the design, preparation of cost estimates, acquiring permits, and construction and bidding documents for the rehabilitation of 800 feet of roadway and reconstruction of 1 mile of roadway. The design also included the assessment of existing concrete sidewalk and curb and gutter for spot repair, 500 feet of new storm sewer, replacement of water main and sanitary sewer, assessment and rehabilitation of sanitary sewer, ADA-compliant curb ramps, and concrete sidewalk.

**JOHNATHAN OLSON, EIT – DESIGN****BS, Civil Engineering, University of Wisconsin-Platteville, 2017**

A staff engineer with six years of experience in roadway rehabilitation and reconstruction, John has designed approximately 400 curb ramps to follow ADA compliance across 17 different projects. Specializing in geometric roadway design, he has delivered projects to WisDOT, provided utility coordination services, and understands the Trans 220 and DT1077/DT1078 process.

WIS 175 (Appleton Avenue)/Pilgrim Road Intersection Improvements, Menomonee Falls, WI

Staff engineer responsible for the design of intersection geometric improvements, storm sewer redesign, construction staging, traffic control, and upgrades to pedestrian accommodations at three intersections.

CTH KR, Racine & Kenosha Counties, WI

Staff engineer responsible for the preliminary and final design of this 4.5-mile rural-to-urban roadway expansion. Duties included horizontal and vertical roadway design, roadway modeling, drainage design, construction staging, and traffic control, as well as detailed coordination with stakeholders and agencies.

Wauwatosa Road, Cedarburg, WI

Staff engineer for the design of improvements to 18 curb ramps to meet ADA standards.

Portland Avenue, Wauwatosa, WI

Staff engineer for the design of improvements to four existing curb ramps to meet ADA standards.

Edgewood Avenue Near Surface Collector Extension, Milwaukee, WI

Staff engineer for the design of improvements to two existing curb ramps to meet ADA standards, traffic control plan, pavement removal plan, and pavement plan.

FIRM QUALIFICATIONS**JUSTIN KLAMIK – STAFF ENGINEER****BS, Civil Engineering, Milwaukee School of Engineering, 2022**

Following three years with the Michels Corporation, Justin has become adept at assisting Kapur in delivering transportation, site, and municipal projects. Justin has helped draft plan sets, create proposals, coordinate utilities, and analyze traffic.

Wisconsin Avenue Bridge, Wauwatosa, WI

Justin assisted in creating a signal plan for replacing the existing bridge over Honey Creek, as well as quantities and PS&E.

CTH T, Waukesha, WI

Justin assisted with the permanent and temporary signal design as well as the signal removal plan, quantities, and PS&E.

I-43 North-South Freeway, Brown Street to Capitol Drive, Milwaukee County, WI

Justin assisted with creating cross-sections for this 2.7-mile mill and overlay, which included reconstructing the inside shoulders, replacing the median barriers, and widening the outside.

**ATHENA KUHL – PUBLIC INVOLVEMENT****AD, Graphic Communications, Gateway Technical College, 2018****AD, Marketing Communications, Gateway Technical College, 2018**

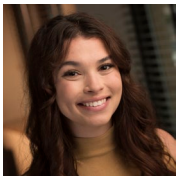
A graphic communications and public involvement professional, Athena has five years of experience and is responsible for design and construction project communications, including stakeholder issues, document development, and public meeting planning and execution.

County Q/County U Intersection Improvements, Kenosha County, WI

During the reconstruction of the County Q and County U intersection to accommodate the 150-acre Bristol Business Park development, Athena was involved in all major aspects of public outreach efforts by hosting and presenting a public involvement meeting and providing stakeholders with construction updates.

WIS 11 (Durand Avenue), Kearney Avenue to Memorial Drive, Racine County, WI

As public involvement lead, Athena led all outreach efforts for this project involving a new traffic signal and intersection improvements. In addition to meeting with impacted residents and businesses, her responsibilities included attending and coordinating a public involvement meeting, preparing and distributing informational brochures, and working with the project team to provide weekly updates.

**LEXI PORRAS – PUBLIC INVOLVEMENT****Civil Engineering Technician, Moraine Park Technical College, 2001**

A graphic designer for Kapur's Communications Department, Lexi has two years of professional experience and assists in design and construction project communication, including document development and exhibit creation.

STH 32 (Lake Drive), Shorewood, WI

Lexi is currently assisting the project team with public involvement efforts, including invitations, exhibits, and presentations for public involvement meetings.

Wisconsin Avenue Bridge, Wauwatosa, WI

Lexi is currently assisting the project team with public involvement efforts that include typical sections and public involvement meeting displays.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: ANR Pipeline Access Easement and Agreements

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The proposed agreements, easement and payment summary have been reviewed by the Village Attorney and ready for approval. They allow ANR temporary legal access to the property owned by the Village of Germantown.

ATTACHMENT:

1. VGT Parcel 321975
2. WI-WA-106.000 - Temporary Easement
3. WI-WA-106.000 - Calc Sheet
4. WI-WA-106.000 - CRev 1
5. WI-WA-106.000 - Supplemental Agreement
6. TC Energy Letter Agreement

RECOMMENDATION:

Approval of the temporary easement and supplemental agreements.

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 there was a majority vote.



TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT (this “**Agreement**”), is made as of this ____ day of _____, 20____, by and between **Village of Germantown** (whether one or more, the “**Grantor**”), with an address of **N112W17001 Mequon Road, Germantown, Wisconsin 53022**, and **ANR Pipeline Company**, a Delaware corporation, with an address of 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Certified Survey Map No. 6782, dated September 19, 2017, from MLG Germantown Investments LLC to Public recorded in the Register of Deeds Office for Washington County, Wisconsin as Document No. 1438853, identified as parcel number 321975, being more particularly described as a part of the NW ¼, NE ¼, SW ¼ and SE ¼ of the NE ¼ of Section 32, and part of the SE ¼ of the SE ¼ of Section 29, all in T9N, R20E, Village of Germantown, County of Washington, State of Wisconsin (the “**Property**”); and

WHEREAS, Grantee desires the right to use that certain Temporary Easement Area (as defined below) in connection with the construction of Grantee’s Wisconsin Reliability Project (the “**Project**”) on, over, under, across and/or through Grantor’s Property, in the area more particularly described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Temporary Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, liberty, privilege and easement to use that portion of Grantor’s Property described and/or depicted in Exhibit A as “Temporary Workspace”, “Additional Temporary Workspace” and/or “Staging Area” (collectively, the “**Temporary Easement Area**”) for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee’s reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee’s rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Area. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Area over and across the Grantor’s Property and any adjoining land owned by Grantor, and Grantor hereby agrees that Grantee’s rights hereunder include, without limitation, the right to open, construct, improve, repair, maintain and use a new and/or existing road for ingress and egress.

2. **Restoration.** At such time as Grantee no longer requires the use of the Temporary Easement Area for the purposes set forth herein, Grantee shall restore the area disturbed by Grantee’s construction activities as near as practicable to its condition immediately prior to Grantee’s use. In the instance of any claims of damage to Grantor’s land or property, Grantor agrees to provide reasonable access to Grantee so that necessary repair, reclamation, or restoration work can be performed.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the

legal description of the Temporary Easement Area to conform to the actual location of the Temporary Easement Area. If such documents are required, they will be prepared by Grantee and Grantee's expense.

4. **Term.** This Temporary Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Project, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Project.

5. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

6. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

7. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives. In the event Grantor intends to sell or transfer the Property prior to the termination of this Agreement, Grantor shall make any such transaction subject to this Agreement. Grantor agrees that Grantee shall have the right, but not the obligation, to record this Agreement at Grantee's sole cost and expense.

8. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

9. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

10. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

11. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

12. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR:

Village of Germantown

By: _____

Name: _____

Title: _____

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

LANDOWNER PAYMENT SUMMARY

Tract: WI-WA-106.000

Check No: _____

Landowner Name: Village of Germantown

Project Name: Wisconsin Reliability Project - PL-2

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

	LENGTH	WIDTH	ACREAGE	PRICE/ACRE	EASEMENT TOTAL
Permanent Easement			0.00		\$0.00
Temporary Workspace			0.59	\$5,000.00	\$2,950.00
Additional Temporary Workspace			0.12	\$5,000.00	\$600.00
Staging Area			0.00		\$0.00
Temporary Access Road			0.00		\$0.00
Total Consideration for Permanent and Temporary Workspace Acreage					\$3,550.00

CROP DAMAGES

CROP TYPE	UNIT PRICE	YIELD	ACREAGE	PERCENTAGE	TOTAL
1ST YR					\$0.00
2ND YR					\$0.00
3RD YR					\$0.00
Total Consideration for Crop Damages					\$0.00

GENERAL DAMAGES/OTHER

DAMAGES/OTHER	DAMAGES/OTHER DESCRIPTION	AMOUNT
Total Consideration for General Damages		\$0.00

Total Consideration	\$3,550.00
Percent Ownership	100%
Amount Paid	\$3,550.00
Amount Owed	\$3,550.00

LANDOWNER SIGNATURE:	DATE:
LAND AGENT SIGNATURE:	DATE:

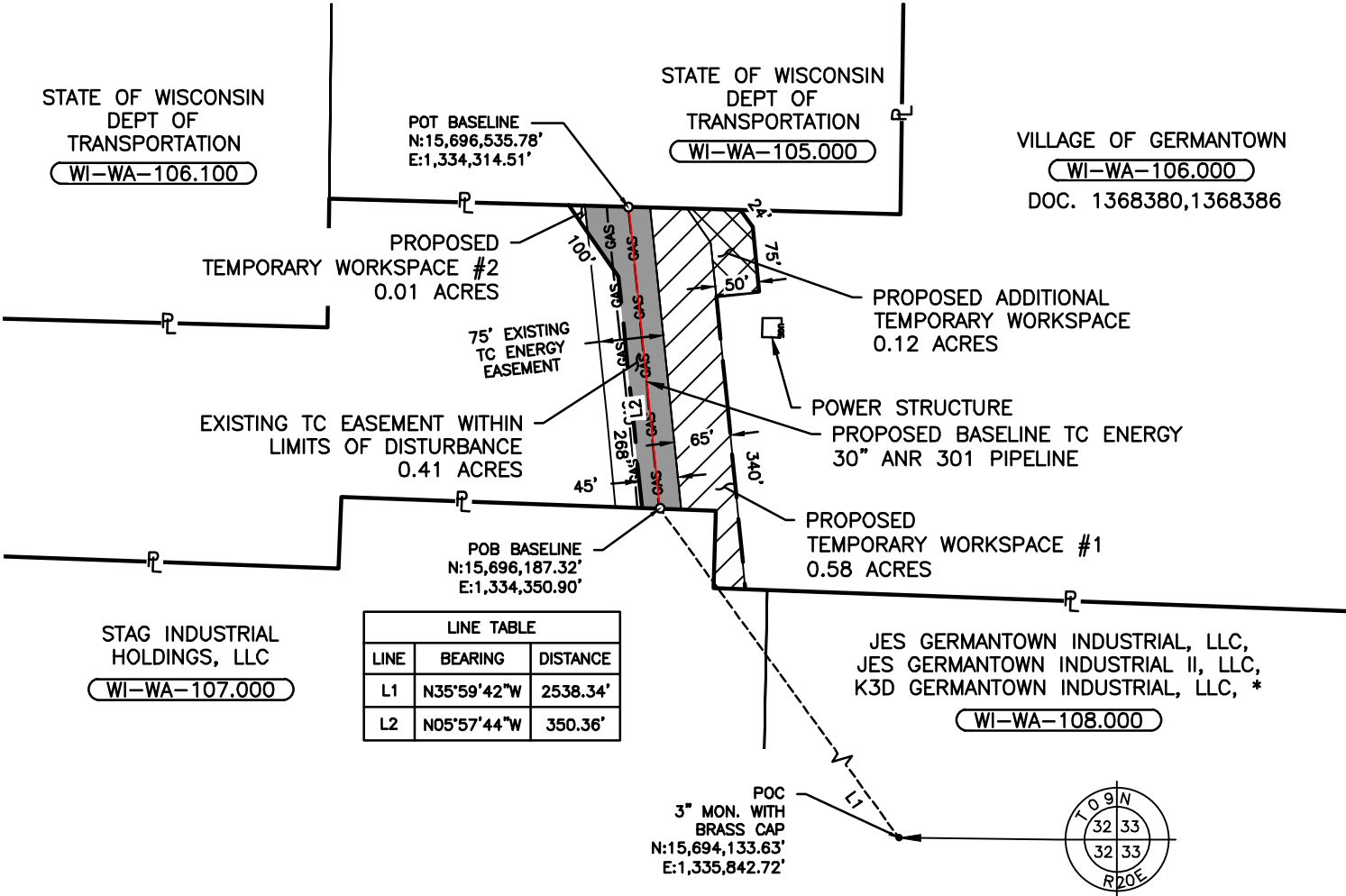
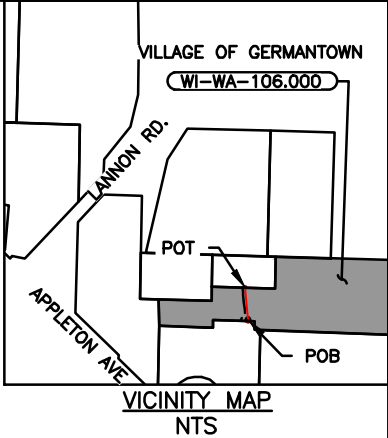
Notes:

CONFIDENTIAL

CONFIDENTIAL

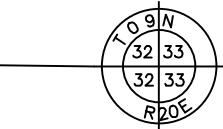
EXHIBIT "A"

PROPOSED WORKSPACES ACROSS
THE PROPERTY OF VILLAGE OF GERMANTOWN
PART OF NE 1/4 OF NE 1/4 AND NW 1/4 OF NE 1/4 OF S32, T09N, R20E
WASHINGTON COUNTY, WISCONSIN



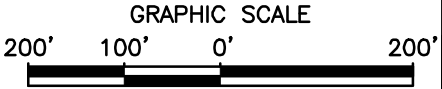
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°59'42"W	2538.34'
L2	N05°57'44"W	350.36'

BRAD D. PONTZ
PROFESSIONAL LAND SURVEYOR WI 3243-8
LICENSE EXP. 01/31/2026
MOTT MACDONALD
10 SOUTH LASALLE ST. ~ SUITE 2520
CHICAGO, IL 60603
PHONE: (312) 894-5372



1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

- SECTION CORNER
- BASELINE OF TC ENERGY EASEMENT
- GAS
- EXISTING TC ENERGY PIPELINE
- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING TC ENERGY EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE
- LIMITS OF DISTURBANCE



REV: 1 DATE: 01/29/2024

DISTANCE ACROSS PROPERTY = 350.36 FEET = 21.23 RODS
TRACT ACREAGE = 30.31 ACRES (CALLED)
TEMPORARY WORKSPACE = 0.59 ACRES
ADDITIONAL TEMPORARY WORKSPACE = 0.12 ACRES
EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.41 ACRES

PROJECT WISCONSIN RELIABILITY PROJECT			TAX DISTRICT(S)
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WASHINGTON
SURVEY DATE 09/2021 - 04/2022	REFERENCES VILLAGE OF GERMANTOWN WI-WA-106.000		STATE(S) WISCONSIN
MAP DATE 04/2022			SHEET NO. 1 OF 1
DRAWN BY YJ			DRAWING NO. WI-WA-106.000
SCALE 1"= 200'	APN # 321975		

Supplemental Agreement

This Supplemental Agreement (“**Supplemental Agreement**”) is entered into as of the _____ day of _____, 20____, by and between **Village of Germantown**, whose address is **N112W17001 Mequon Road, Germantown, Wisconsin 53022**, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and ANR Pipeline Company, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of 700 Louisiana Street, Suite 1300, Houston, Texas 77002.

WHEREAS, Landowner and **ANR** entered into that certain Temporary Easement (the “**Agreement**”), attached hereto as Exhibit “A”;

WHEREAS, Landowner and **ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

WHEREAS, the Construction Work Area (“**CWA**”) is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

NOW THEREFORE, in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this Supplemental Agreement, the terms of this Supplemental Agreement shall govern and control. Except for purposes of the construction and enforcement of this Supplemental Agreement, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this Supplemental Agreement, constitutes the entire agreement between Landowner and **ANR** with respect to the subject matter hereof, and shall inure to the benefit of and be binding on the Landowner’s heirs, successors and assigns and **ANR**’s successors and assigns.

2. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice

of its intention to conduct pre-construction assessments and Landowner agrees to permit the access needed.

3. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the CWA, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR**'s de-watering activities create the need for restoration to Landowner's land, crops, pasture, etc., **ANR** will provide Landowner reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have duly executed this Supplemental Agreement as of the date set forth above.

WITNESS:

GRANTOR:

Village of Germantown

By: _____

Name: _____

Title: _____

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ANR Pipeline Company, LLC
700 Louisiana Street, Suite 700
Houston, Texas 77002



March 6, 2024

Village of Germantown
Jake Sajdak – Engineer
N112W17001 Mequon Road
Germantown, WI 53022

RE: **Letter Agreement of Non-Objection to ANR Pipeline Company, LLC's (WRP)
Wisconsin Reliability Transmission Pipeline Project Crossing**

Dear Mr. Sajdak,

This letter confirms that Village of Germantown ("**Company**") offers no objection to the installation of ANR Pipeline Company, LLC's ("**ANR**") R-301 natural gas transmission pipeline, its related appurtenances and/or access roads (if necessary) (Collectively "**ANR's Pipeline**") across Company's existing utility lines ("**Company's Facilities**") on certain property described on Exhibit A, which is attached hereto and made a part hereof ("**Property**"), subject to the following conditions:

1. ANR will notify Company no less than forty-eight hours prior to its commencement of construction on the Property.
2. The operations conducted by ANR will be performed at no direct cost or expense to Company and shall not unreasonably interfere with Company's current operations on the Property. No changes to ANR's route shall be made without the written consent of Company. Such further approval shall be subject to the same conditions of this letter, and such further approval shall not be unreasonably withheld, delayed or conditioned.
3. Company's Facilities on the Property, if any, will not be removed from service nor will the placement of Company's Facilities be adjusted because of ANR's Pipeline. ANR may place excavated material inside of Company's rights-of-way but may not place material directly over Company's Facilities, unless approved by a Company representative.
4. ANR will secure all necessary permits from all governmental agencies having jurisdiction over its operations and shall comply with all applicable laws, rules, and industry standards.
5. Company shall have the right, but not the obligation, to have a representative present and on the job site when construction is within twenty (25') feet of Company's Facilities on the Property.
6. Company's non-objection to ANR's crossing shall not constitute a waiver of Company's express rights under any existing and controlling easements or rights of way or any other express or implied rights in law or equity.

ANR Pipeline Company, LLC
700 Louisiana Street, Suite 700
Houston, Texas 77002



7. ANR hereby agrees to indemnify, protect, defend and hold harmless Company, from and against any and all claims, liabilities, losses, expenses, fines, penalties, demands, judgments and causes of action from personal injury, property damage or environmental matters resulting from or arising out of the actions or inactions of ANR, it's employees, agents and subcontractors during the construction and installation of Columbia's Facilities on the Property.

If you have any questions regarding this matter, please feel free to reach out to me at the contact information provided above.

Sincerely,

ANR Pipeline Company, LLC

Agreed to and accepted by Company, this _____ day of _____, 2024.

By: _____

Name: _____

Title: _____

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Police Support Specialist and Police System Specialist Job Descriptions

SUBMITTED BY: Mike Snow, POLICE CHIEF

SUMMARY EXPLANATION:

The police department has created two additional positions to fulfill tasks that had been previously assigned to Communications Officers. Four clerical positions have been approved as part of the 2024 budget as part of the overall plan to consolidate dispatch services with Washington County.

ATTACHMENT:

1. Police_Support_Specialist_desc
2. police_systems_specialist

RECOMMENDATION:

ACTION BY Committee:

**Village of Germantown
Police Department
Police Support Specialist
Job Description**

Job Title: Police Support Specialist
Reports To: Lieutenant
Employment Category: Full Time, Non-Exempt
Department: Police Department
Pay Grade: 2

Job Summary:

The support specialist will assist the patrol Lieutenant with all matters relating to accreditation, including the process to become accredited and maintain accreditation. They will work closely with the Wisconsin Law Enforcement Accreditation Group (WiLEAG) to ensure all policies and directives are in accordance with WiLEAG standards. The support specialist will coordinate with Mid Moraine municipal court to oversee all matters related to municipal court. This will include review of all municipal citations, scheduling and notification of trials, court officer duties and anything else related to municipal court. The support specialist will assist in other support capacities to include NCIC/CIB entries, and TIME system administration.

Essential Duties and Responsibilities:

The following are the fundamental job duties and responsibilities. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned, as management deems necessary.

- Perform duties of accreditation manager to comply with Wisconsin Law Enforcement Accreditation Group standards.
- Manage department accreditation using PowerDMS.
- Perform duties of Validation Officer to include accuracy of NCIC/CIB entries, submit monthly validation of NCIC/CIB entries as required by CIB, prepare agency for bi-annual CIB audit, and maintain hard copies of all reports with active NCIC/CIB entries.
- Ensure all agency personnel have the proper certifications and credentials for access to the TIME System.

- Train new employees and assist with the process of certification.
- Train current employees and assist with the process of recertification.
- Maintain an employee roster with the Department of Justice (DOJ) for CIB, Train, and eTIME.
- Prepare pretrial discovery packets for the Village Attorney.
- Distribute Officer court notifications and update schedule with court information.
- Coordinate with Mid-Moraine Municipal Court to ensure accuracy of court list and any other possible discrepancies.
- Forward disposition cards to Mid-Moraine Municipal Court.
- Process necessary paperwork to dispose of abandoned vehicles towed by the Germantown Police Department.
- Review warrants entered into NCIC/CIB for accuracy and make necessary corrections as needed.
- Prepare miscellaneous written correspondence as needed.
- Answering telephones when needed. Take initial complaint information and service requests via phone and refer information to appropriate staff.
- Take telephone messages for personnel not on duty or unavailable and transmit such information to appropriate personnel.
- Make initial contact with citizens coming into the police department lobby. Determine

Required Qualifications, Knowledge, Skills and 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.

- Written and oral communication skills
- Computer skills and knowledge of general office technology
- Experience with Microsoft Office products required.
- Dependability.
- Patience, and courtesy in a wide variety of situations.
- Must have strong attention to detail.

- Ability to keep sensitive information confidential.

Education and/or Experience:

High School Diploma or equivalent required. Office experience preferred.

Language Skills

- Ability to relate to and communicate effectively with others both verbally and in writing.
- Considerable knowledge of business English, grammatical construction, spelling, punctuation and possession of an excellent vocabulary.

Reasoning Ability

- Ability to exercise good judgment and decisiveness.
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines.
- Ability to develop work methods and procedures with initiative and judgment and to use resourcefulness and tact in meeting new problems.

Other Qualifications

- Working knowledge of Microsoft Office software and their applications.
- Ability to effectively interact with the public.
- Ability to use a variety of office equipment including a multi-line phone system.
- General knowledge of Village street system.

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.
- 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 25 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 setting.
- This position is performed sitting at a desk 7-8 hours per day at a computer. Work schedule will typically be Monday-Friday from 8am to 4pm.
- 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.

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.

Applicant Signature

Date

Village of Germantown Police Department Police Systems Specialist Job Description

Job Title: Police Systems Specialist
Reports To: Police Lieutenant
Employment Category: Full Time, Non-Exempt
Department: Police
Pay Grade: 2

Job Summary:

Reporting to the Police Lieutenant, the Police Systems Specialist will work with managed IT services to manage, oversee, troubleshoot, and maintain, the numerous technology systems within the department.

Essential Duties and Responsibilities:

The following are the fundamental job duties and responsibilities. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned, as management deems necessary.

- General oversight and management of technology systems within the Police Department including, but not limited to:
 - Pro Phoenix – Records Management System (RMS), Computer Aided Dispatch (CAD), Wireless Digital Assistant (WDA)
 - AXON – Body Worn Cameras (BWC), Fleet Cameras, Electronic Control Devices (ECD)
 - Security Systems
 - Phone Systems – Norcom, FirstNet
 - Scheduling Software – Aladtec
 - Traffic and Criminal Software (TraCS)
 - VESTA 911 Phone System
- Work with General Communications to ensure proper functioning of radio counsels and portable radio equipment.
- Work with managed IT services to setup and maintain assigned desktop and laptop computers.
- Research and make recommendations for the implementation of technology solutions that will improve the efficiency of department staff.

- Receive necessary training and certifications to allow identification of, and the ability to correct, issues with software programs vital to staff operations.
- Setup new hires with permissions and access necessary to use systems to perform assigned tasks.
- Complete required reporting, training and upgrades for participation in the Wisconsin Prescription Drug Monitoring Program (PDMP).

Required Qualifications, Knowledge, Skills and 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.

- Computer skills and knowledge of general office technology
- Experience with Microsoft Office products required.
- Strong written and oral communication skills
- Dependability
- Ability to work with members of the community and Village staff.
- Ability to use good judgment, patience, and courtesy.
- Must have strong attention to detail.

Education and/or Experience:

High School Diploma or equivalent required. Office experience preferred.

Language Skills

- Ability to relate to and communicate effectively with others both verbally and in writing.
- Considerable knowledge of business English, grammatical construction, spelling, punctuation and possession of an excellent vocabulary.

Reasoning Ability

- Ability to exercise good judgment and decisiveness
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines.

Other Qualifications

- Working knowledge of Microsoft Office software and their applications.
- Ability to effectively interact with the public.
- Ability to use a variety of office equipment
- Good customer service skills and dependability are essential.

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.
- 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 25 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 interpedently in an office environment.

- This position is performed sitting at a desk 6-7 hours per day at a computer; the remainder of the day will be spent moving around conducting inventory. Work schedule will be either 6a – 2p or 10a – 6p. A certain amount of flexibility may be allowed.
- 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.

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.

Applicant Signature

Date

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of Bid Package #4 -DPW Facility

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Bid Package #4 included 12 individual bid items for the demolition and restoration of the existing Department of Public Works facility and site. Moore Construction estimated the total of the bid items to be approximately \$866,635. We received bids on 11 of the items for a total of \$604,744. In addition, we are requesting an allowance for item #5 (Electrical) in the amount of \$25,000. In total, with the addition of fees, insurance, bonds and contingencies, we are requesting approval in the amount of \$814,693.00 for Moore Construction Services.

ATTACHMENT:

1. Bid Package #4 Results Summary 2.29.24

RECOMMENDATION:

Approval of bid package #4 in the amount of \$814,693.00, and authorization for Moore Construction Services to enter into the appropriate contracts for each bid item on behalf of the Village of Germantown.

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 there was a majority vote.

The low bids received are as follows:

1. Affordable Environmental Tech Inc. (Asbestos Abatement)	\$35,325
2. Wolverine Construction (Earthwork / Demolition)	\$174,999
3. Joe DeBelak Plumbing & Heating Co (Site Utilities)	\$8,872
4. Northern Metal & Roofing Co., Inc. (Roofing)	\$109,600
5. Electrical Allowance	\$25,000
6. Payne & Dolan, Inc. (Asphalt Paving)	\$153,045
7. Johnson and Sons Paving Co. (Site Concrete)	\$36,050
8. All-Ways Contractors Inc. (Landscaping)	\$43,335
9. Northway Fence (Fencing)	\$15,700
10. EnergiTech Services LLC (Fuel Pump Removal)	\$19,030
11. Joe DeBelak Plumbing & Heating Co (Septic System Removal)	\$3,831
12. Joe DeBelak Plumbing & Heating Co (Well Abandonment)	\$4,957

1. Project Requirements	\$37,785
2. CM Fee	\$15,019
3. Liability Insurance	\$5,802
4. Performance Bond	\$6,825
5. Contingency	\$69,518
6. Monument Sign Allowance	\$50,000

TOTAL: \$814,693

Original Budget: \$41,490,170

Final Budget through BP#4: \$38,958,324

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.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of a Contract for Construction Management, Inspection, and Staking Services for the Donges Bay Road Project to Graef in an amount not to exceed \$249,648

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

The consulting firm, Graef, has been instrumental as the Design Engineer for Village on the Donges Bay Road Reconstruction Project, the Town 9 Parkway project and the new Public Works Facility. In addition, consultants with Graef have provided various construction inspection services and staking for these projects, and continue to provide engineering services for ongoing project work.

Staff requested Graef to provide a scope of services for Construction Management, Construction Inspection and Construction Staking, on a time and materials basis, to successfully complete the Donges Bay Road Reconstruction project. This work is anticipated to begin in April, with final completion in September 2024.

ATTACHMENT:

1. Construction Services_Donges Bay Road_2024-0209

RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend to the Village Board, approval of a contract for Construction Management, Construction Inspection, Construction Staking Services of the Donges Bay Road Project to Graef of Milwaukee, Wisconsin, on a time and materials basis in the amount not to exceed \$249,648 in account 45-409440-542800.

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 there was a majority vote.



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

February 9, 2024

Mr. Matt Mortwedt
Director of Public Works
Village of Germantown

SUBJECT: Donges Bay Road Reconstruction, Construction Services

Dear Mr. Mortwedt:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will amend the Master Agreement between Graef-USA Inc. (GRAEF) and Village of Germantown (Client).

This proposal is for Construction Services for the reconstruction of Donges Bay Road (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which were attached to the original agreement.

For this Project, GRAEF proposes to provide the following Basic Services:

- Construction Administration
 - Shop drawing review of materials and bid items
 - Review recommendation of payment by the contractor (EJCDC Application for Payment)
 - Progress meeting attendance
 - Respond to requests for information by contractor
 - Project start-up and close-out documentation
- Construction Inspection
 - Full-time inspection from May 1, 2024 to September 12, 2024. (Assumed 10-hour work days, Monday thru Friday)
 - Part-time inspection as requested during times of multiple crews or Town 9 Parkway activities (Assumed 10-hour work days for 25% of construction schedule)
 - Inspection reports, pictures and quantities completed on daily basis for construction activities
 - Weekly erosion control inspection and documentation for WDNR
 - GPS verification for water main installation as-builts
- Construction Staking
 - Assumed 1 visit per construction staking category below:
 - Storm sewer structures (24 Each)
 - Subgrade
 - Base



- Curb & Gutter (4,535 LF)
- Pipe Culverts (1 Each)
- Structure Layout (1 Each)
- Curb Ramps (9 Each)
- Sidewalk
- Supplemental Control
- Slope Stakes
- Staking spreadsheets provided to inspector and contractor

GRAEF will endeavor to perform the Basic Services in conformance to the following schedule:

Preconstruction Meeting (Contractor dependent)	April 2024
Begin Construction (contractor dependent)	May 1, 2024
Substantial Completion	August 30, 2024
Final Completion	September 12, 2024

You agree to compensate GRAEF for all basic services noted above on an hourly rate and direct expense basis. This approximate fee is further broken down as follows:

Construction Administration	\$ 65,863.00
Construction Inspection	\$166,685.00
<u>Construction Staking</u>	<u>\$ 16,100.00</u>
Total	\$249,648.00

Direct expenses of mileage will be billed at the federal rate at the time incurred. Other Direct Expenses will be billed at cost and are in addition to the fee quoted above.

You agree to compensate GRAEF for all Additional Services on an hourly rate and direct expense basis.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this critical project. Please call us at (414) 266-9127 if you have any questions regarding this proposal.



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Sincerely,

Graef-USA Inc.

**Accepted by:
Matt Mortwedt**

A handwritten signature in blue ink that reads "Julie Chapman".

Julie A. Chapman, PE
Associate

(Signature)

(Name Printed)

A handwritten signature in blue ink that reads "Michael N. Paulos".

Michael N. Paulos, PE
Principal

(Title)

(Date)

X:\ML\2022\20220820-04\Project Management\Contracts\Construction

GENERAL INFORMATION	
Project Name:	Donges Bay Rd Construction
Client Name:	Village of Germantown
Date:	2/9/24
Discipline:	Construction
Prepared by:	Julie Chapman
Rate Table:	Custom 2
PM % of Fee:	0%
Contingency % of Fee:	0%



CONSTRUCTION													
Construction			Project Team	Project Management		Design			Modeling/Drafting		Administrative	Expenses	
				PIC	PM	Engineer 1	Engineer 2	Engineer 3	Technician 1	Technician 2			
			Classification	P8	P5	T6	T4	T2	T5	T4	Administrative		
Rate			\$235	\$175	\$160	\$125	\$110	\$135	\$125	\$87	\$		
Task #	Task Hrs	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
1	0	Construction Administration	Paulos	Julie	Ryan C	Williams	Juan/Joey	Koslo	Luis				
2	32	Shop Drawing Review		16		16							
3	80	Pay Applications (Assumed 4 total)		40		40							
4	160	Progree Meeting Attendance (Assumed weekly - 20 meetings)	80	80									
5	48	Response to Contractor RFIs		24		24							
6	60	Start-Up and Close-Out Documentation		20		40							
7	0	Mileage									\$563		
8	0	Construction Inspection											
9	1000	Full-Time May 1 to Sept 12 (10-hour days M-F)				1000							
10	370	Part-Time (10-hour days, 35% of Full-Time)			20		350						
11	0	Mileage									\$985		
12	0	Construction Staking											
13	120	10 visits total (assumed 8-hour day per visit)						80	40				
14	0	Mileage									\$300		
15	0												
16	0												
17	0												
18	0												
19	0												
20	0												
21	0												
22	0												
23	0												
24	0												
25	0												
Total Tasked Hours =			1870.0	Tasked Hours =	80	180	20	1120	350	80	40	0	\$1,848
Total PM Hours =			0.0	PM Hours =	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Contingency Hours =			0.0	Contingency Hours =	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Hours =			1870.0	Hours =	80.0	180.0	20.0	1120.0	350.0	80.0	40.0	0.0	
Total Labor Cost =			\$247,800	Labor Cost =	\$18,800	\$31,500	\$3,200	\$140,000	\$38,500	\$10,800	\$5,000	\$0	
Total Expenses =			\$1,848	Construction Summary									
Total Cost This Project =			\$249,648										

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of Contract for the 2024 Annual Road Program to Wolf Paving Co., Inc. of Hartland, Wisconsin in an amount not to exceed \$1,274,082

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

The 2024 Annual Road Program was advertised for bids which were received and read on March 14, 2024. Three (3) bidders responded to the advertisement all with qualified and accepted bids:

- Wolf: \$1,107,255
- Stark: \$1,133,244
- Payne and Dolan: \$1,156,200

The estimate was \$1,275,000 for the 2024 Annual Road Program, not including an estimated \$224,000 for the Squire Road project. The total road program budget is \$1,500,000. Staff plans to bid the Squire Road project in April, once the State Municipal Agreement (SMA) is executed with the Wisconsin Department of Transportation. Where that SMA will allow approximately \$64,000 to become eligible for reimbursement funding from the state.

As part of the 2024 Annual Road Program, staff requests that a 15% contingency be added.

ATTACHMENT:

1. Exhibit A - Bid Items
2. Exhibit B - 2024 Road Program Project Areas

RECOMMENDATION:

Staff recommends awarding the contract to Wolf Paving Co., Inc. of Hartland, Wisconsin in the amount of \$1,107,255 with a 15% contingency in the amount of \$166,089 be included in the recommendation for award for a total amount not to exceed \$1,273,344.

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 there was a majority vote.

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Wolf Paving		Stark Pavement Corp.		Payne & Dolan, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Project #1 - GLENWOOD PARK PH 2							\$315,360.00		\$319,673.70		\$335,294.00
	1	1A	SAWING ASPHALT/CONCRETE PAVEMENT	LF	1600	\$2.15	\$3,440.00	\$1.75	\$2,800.00	\$2.10	\$3,360.00
	2	2A	PULVERIZE ASPHALT PAVEMENT	SY	11110	\$2.15	\$23,886.50	\$1.72	\$19,109.20	\$2.25	\$24,997.50
	3	3A	DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE)	SY	600	\$8.80	\$5,280.00	\$13.50	\$8,100.00	\$3.95	\$2,370.00
	4	4A	BASE AGGREGATE 1-1/4"	TON	2600	\$18.90	\$49,140.00	\$18.55	\$48,230.00	\$21.00	\$54,600.00
	5	5A	GEOGRID TYPE SR	SY	3900	\$1.25	\$4,875.00	\$1.80	\$7,020.00	\$4.00	\$15,600.00
	6	6A	EXCAVATION BELOW SUBGRADE (EBS)	CY	1300	\$20.00	\$26,000.00	\$20.55	\$26,715.00	\$17.40	\$22,620.00
	7	7A	HMA PAVEMENT ? DRIVEWAYS, 3.5"	TON	175	\$95.00	\$16,625.00	\$93.86	\$16,425.50	\$92.00	\$16,100.00
	8	8A	2.25" BINDER COURSE - HMA 3 LT 58-28S, 19 mm	TON	1450	\$63.00	\$91,350.00	\$63.53	\$92,118.50	\$64.00	\$92,800.00
	9	9A	1.75" SURFACE COURSE - HMA 4 LT 58-28S, 12 mm	TON	1100	\$68.00	\$74,800.00	\$71.15	\$78,265.00	\$72.00	\$79,200.00
	10	10A	ASPHALT TACK COAT	GAL	555	\$2.70	\$1,498.50	\$2.10	\$1,165.50	\$2.30	\$1,276.50
	11	11A	REMOVE AND REPLACE MAILBOXES	EA	1	\$95.00	\$95.00	\$125.00	\$125.00	\$375.00	\$375.00
	12	12A	1' RECYCLED ASPHALT SHOULDERS - SIZE 3/4"	TON	100	\$49.00	\$4,900.00	\$57.00	\$5,700.00	\$40.20	\$4,020.00
	13	13A	15" CMPA CULVERT W/ 2 FLARED METAL END SECTIONS	LF	75	\$125.00	\$9,375.00	\$120.00	\$9,000.00	\$107.00	\$8,025.00
	14	14A	SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$10.95	\$1,095.00	\$9.00	\$900.00	\$12.50	\$1,250.00
	15	15A	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$8,700.00	\$8,700.00
Project #2 - HILBERT LANE							\$119,440.00		\$133,763.30		\$136,268.00
	16	1B	SAWING ASPHALT/CONCRETE PAVEMENT	LF	125	\$2.20	\$275.00	\$1.75	\$218.75	\$2.10	\$262.50
	17	2B	PAVEMENT REMOVAL (MISC. AREAS)	SY	10	\$130.00	\$1,300.00	\$150.00	\$1,500.00	\$3.95	\$39.50
	18	3B	ASPHALT PAVEMENT 2" DEPTH MILL	SY	3900	\$3.52	\$13,728.00	\$2.25	\$8,775.00	\$3.10	\$12,090.00
	19	4B	ASPHALT PAVEMENT FULL DEPTH MILL	SY	800	\$3.52	\$2,816.00	\$3.95	\$3,160.00	\$4.20	\$3,360.00
	20	5B	BASE AGGREGATE 1-1/4"	TON	80	\$28.00	\$2,240.00	\$30.00	\$2,400.00	\$21.00	\$1,680.00
	21	6B	GEOGRID TYPE SR	SY	120	\$2.05	\$246.00	\$5.00	\$600.00	\$4.00	\$480.00
	22	7B	EXCAVATION BELOW SUBGRADE (EBS)	CY	40	\$38.00	\$1,520.00	\$20.22	\$808.80	\$17.40	\$696.00
	23	8B	HMA PAVEMENT ? DRIVEWAYS, 3.5"	TON	5	\$120.00	\$600.00	\$103.45	\$517.25	\$92.00	\$460.00
	24	9B	2" SURFACE COURSE - HMA 4 LT 58-28S, 12 mm	TON	550	\$72.00	\$39,600.00	\$71.97	\$39,583.50	\$76.00	\$41,800.00
	25	10B	ASPHALT TACK COAT	GAL	250	\$2.70	\$675.00	\$2.50	\$625.00	\$2.30	\$575.00
	26	11B	REMOVE AND REPLACE MAILBOXES	EA	1	\$95.00	\$95.00	\$125.00	\$125.00	\$375.00	\$375.00
	27	12B	REMOVE AND REPLACE CONCRETE CURB AND GUTTER, 30"	LF	800	\$60.00	\$48,000.00	\$82.25	\$65,800.00	\$76.00	\$60,800.00
	28	13B	CATCHBASIN REPLACE ADJUSTING RINGS, REUSE CASTING	EA	1	\$750.00	\$750.00	\$700.00	\$700.00	\$1,200.00	\$1,200.00
	29	14B	CATCHBASIN TUCK POINTING	EA	4	\$525.00	\$2,100.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
	30	15B	CATCHBASIN FULL REPLACEMENT	EA	1	\$3,400.00	\$3,400.00	\$3,000.00	\$3,000.00	\$2,475.00	\$2,475.00
	31	16B	SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$10.95	\$1,095.00	\$9.00	\$900.00	\$12.50	\$1,250.00
	32	17B	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$3,050.00	\$3,050.00	\$6,725.00	\$6,725.00
Project #3 - WILLOW CREEK HEIGHTS							\$655,580.00		\$663,249.55		\$666,224.25
	33	1C	SAWING ASPHALT/CONCRETE PAVEMENT	LF	1600	\$2.15	\$3,440.00	\$1.75	\$2,800.00	\$2.10	\$3,360.00
	34	2C	PULVERIZE ASPHALT PAVEMENT	SY	23650	\$2.05	\$48,482.50	\$1.20	\$28,380.00	\$1.95	\$46,117.50
	35	3C	DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE)	SY	675	\$8.90	\$6,007.50	\$7.25	\$4,893.75	\$3.95	\$2,666.25
	36	4C	BASE AGGREGATE 1-1/4"	TON	5500	\$19.00	\$104,500.00	\$20.33	\$111,815.00	\$21.00	\$115,500.00
	37	5C	GEOGRID TYPE SR	SY	8300	\$1.20	\$9,960.00	\$1.80	\$14,940.00	\$4.00	\$33,200.00
	38	6C	EXCAVATION BELOW SUBGRADE (EBS)	CY	2750	\$19.00	\$52,250.00	\$18.62	\$51,205.00	\$17.40	\$47,850.00
	39	7C	HMA PAVEMENT ? DRIVEWAYS, 3.5"	TON	200	\$95.00	\$19,000.00	\$98.64	\$19,728.00	\$92.00	\$18,400.00
	40	8C	2.25" BINDER COURSE - HMA 3 LT 58-28S, 19 mm	TON	3060	\$63.00	\$192,780.00	\$64.15	\$196,299.00	\$61.00	\$186,660.00
	41	9C	1.75" SURFACE COURSE - HMA 4 LT 58-28S, 12 mm	TON	2320	\$68.00	\$157,760.00	\$69.99	\$162,376.80	\$70.00	\$162,400.00
	42	10C	ASPHALT TACK COAT	GAL	1200	\$2.70	\$3,240.00	\$2.00	\$2,400.00	\$2.30	\$2,760.00
	43	11C	REMOVE AND REPLACE MAILBOXES	EA	1	\$95.00	\$95.00	\$125.00	\$125.00	\$375.00	\$375.00
	44	12C	1' RECYCLED ASPHALT SHOULDERS - SIZE 3/4"	TON	350	\$34.00	\$11,900.00	\$62.62	\$21,917.00	\$31.25	\$10,937.50
	45	13C	12" CMPA CULVERT W/ 2 METAL FLARED END SECTIONS	LF	80	\$124.00	\$9,920.00	\$119.00	\$9,520.00	\$82.60	\$6,608.00
	46	14C	15" CMPA CULVER W/ 2 METAL FLARED END SECTIONS	LF	120	\$125.00	\$15,000.00	\$120.00	\$14,400.00	\$107.00	\$12,840.00
	47	15C	DITCH REGRADING AND RESTORATION	LF	1000	\$15.15	\$15,150.00	\$16.25	\$16,250.00	\$9.00	\$9,000.00
	48	16C	SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	100	\$10.95	\$1,095.00	\$9.00	\$900.00	\$12.50	\$1,250.00
	49	17C	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,300.00	\$5,300.00	\$6,300.00	\$6,300.00
Project #4 - COUNTRY BELLE MANOR DRIVEWAYS							\$16,875.00		\$16,557.75		\$18,413.75
	50	1D	SAWING ASPHALT/CONCRETE PAVEMENT	LF	75	\$2.20	\$165.00	\$1.77	\$132.75	\$2.10	\$157.50
	51	2D	DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE BASE)	SY	75	\$36.00	\$2,700.00	\$14.00	\$1,050.00	\$3.95	\$296.25
	52	3D	3 CONCRETE PAVEMENT DRIVEWAYS 5"	SY	105	\$112.00	\$11,760.00	\$105.00	\$11,025.00	\$77.00	\$8,085.00
	53	4D	REMOVE AND REPLACE LANDSCAPING	EA	5	\$200.00	\$1,000.00	\$600.00	\$3,000.00	\$850.00	\$4,250.00
	54	5D	SURFACE RESTORATION, TOPSOIL, SEED, E-MAT & WATERING	SY	50	\$14.00	\$700.00	\$9.00	\$450.00	\$12.50	\$625.00
	55	6D	TRAFFIC CONTROL	LS	1	\$550.00	\$550.00	\$900.00	\$900.00	\$5,000.00	\$5,000.00
Additive Bid No. 1							\$24,125.00		\$18,125.00		\$12,603.75
	56	7D	SAWING 5 ADDITIONAL ASPHALT DRIVEWAYS WITH CONCRETE BASE	LF	125	\$2.20	\$275.00	\$4.00	\$500.00	\$2.10	\$262.50
	57	8D	DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE BASE)	SY	125	\$34.00	\$4,250.00	\$8.00	\$1,000.00	\$3.95	\$493.75
	58	9D	5 ADDITIONAL CONCRETE PAVEMENT DRIVEWAYS (8 Total), 5" THICK	SY	175	\$112.00	\$19,600.00	\$95.00	\$16,625.00	\$67.70	\$11,847.50
Additive Bid No. 2							\$24,125.00		\$18,125.00		\$12,603.75
	59	10D	SAWING 5 ADDITIONAL ASPHALT DRIVEWAYS WITH CONCRETE BASE	LF	125	\$2.20	\$275.00	\$4.00	\$500.00	\$2.10	\$262.50
	60	11D	DRIVEWAY PAVEMENT REMOVAL (ASPHALT/CONCRETE BASE)	SY	125	\$34.00	\$4,250.00	\$8.00	\$1,000.00	\$3.95	\$493.75
	61	12D	5 ADDITIONAL CONCRETE PAVEMENT DRIVEWAYS (13 Total), 5" THICK	SY	175	\$112.00	\$19,600.00	\$95.00	\$16,625.00	\$67.70	\$11,847.50
Base Bid Total:							\$1,107,255.00		\$1,133,244.30		\$1,156,200.00

2024 ROAD PROGRAM PROJECT AREAS

**WILLOW
CREEK
HEIGHTS**

HILBERT LN

**GLENWOOD
PARK PH 2**

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Presentation

ITEM TITLE: Presentation on Village of Germantown Property Tax Burden

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 240318 Tax Burden Presentation

RECOMMENDATION:

ACTION BY Committee:



Village of Germantown Property Tax Burden

Village Board
March 18, 2024

Levy Terminology

Property Tax Levy: The total amount of property taxes collected by the Village.

General Fund Levy: The portion of the Village property tax levy used for general Village operations like DPW, Police, Fire, Parks, Library, etc.

Debt Service Levy: The portion of the Village property tax levy used to pay debt service on debt previously issues.

School Levy: The portion of property taxes collected for Germantown Public Schools.

County Levy: The portion of property taxes collected for Washington County.

MATC Levy: The portion of property taxes collected for the Milwaukee Area Technical College.

Tax Rate

The tax rate is calculated by dividing the tax levy by total assessed value.

The tax rate is applied to the assessed values of individual properties to calculate their property tax bill.

The tax rate is one way to measure change in tax burden over time.

Assessed vs. Equalized Value

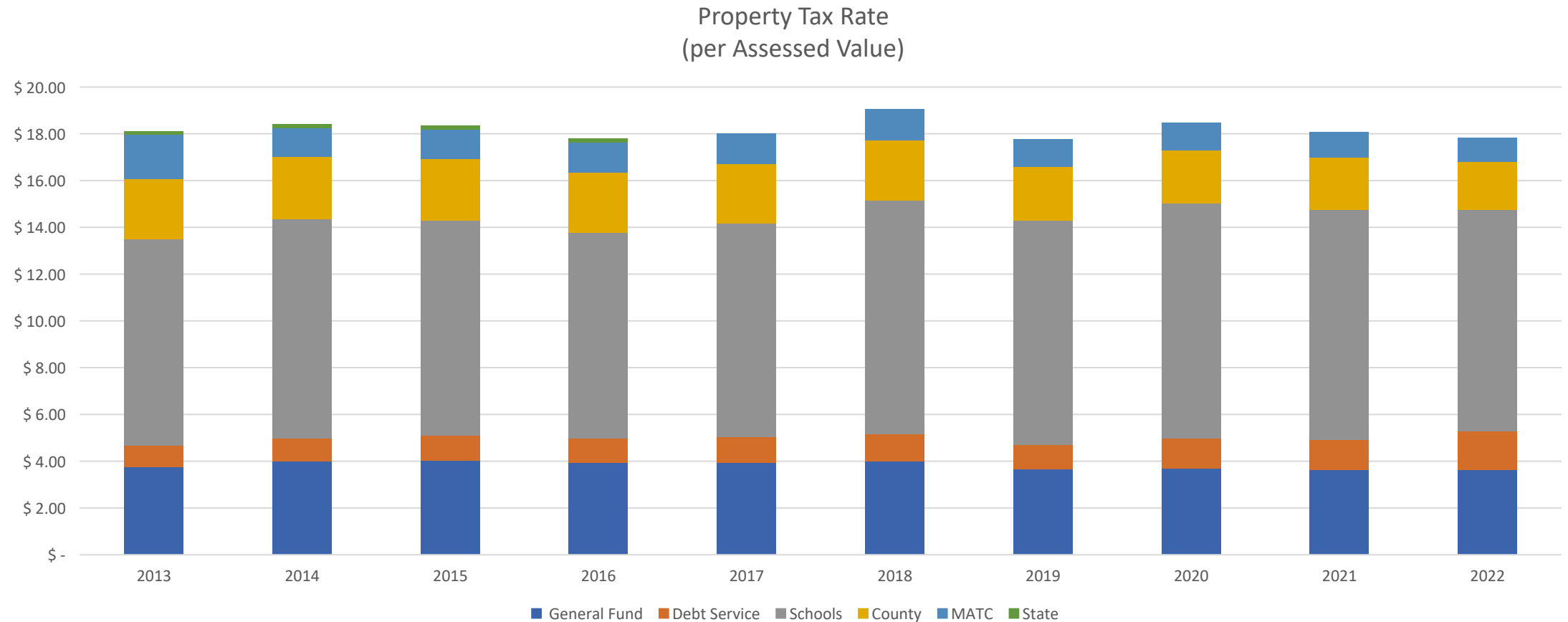
Assessed Value

Individual property tax bills are prepared based on the assessed value of the property as determined by the Village Assessor. Assessed Value drifts from market value in between re-assessments.

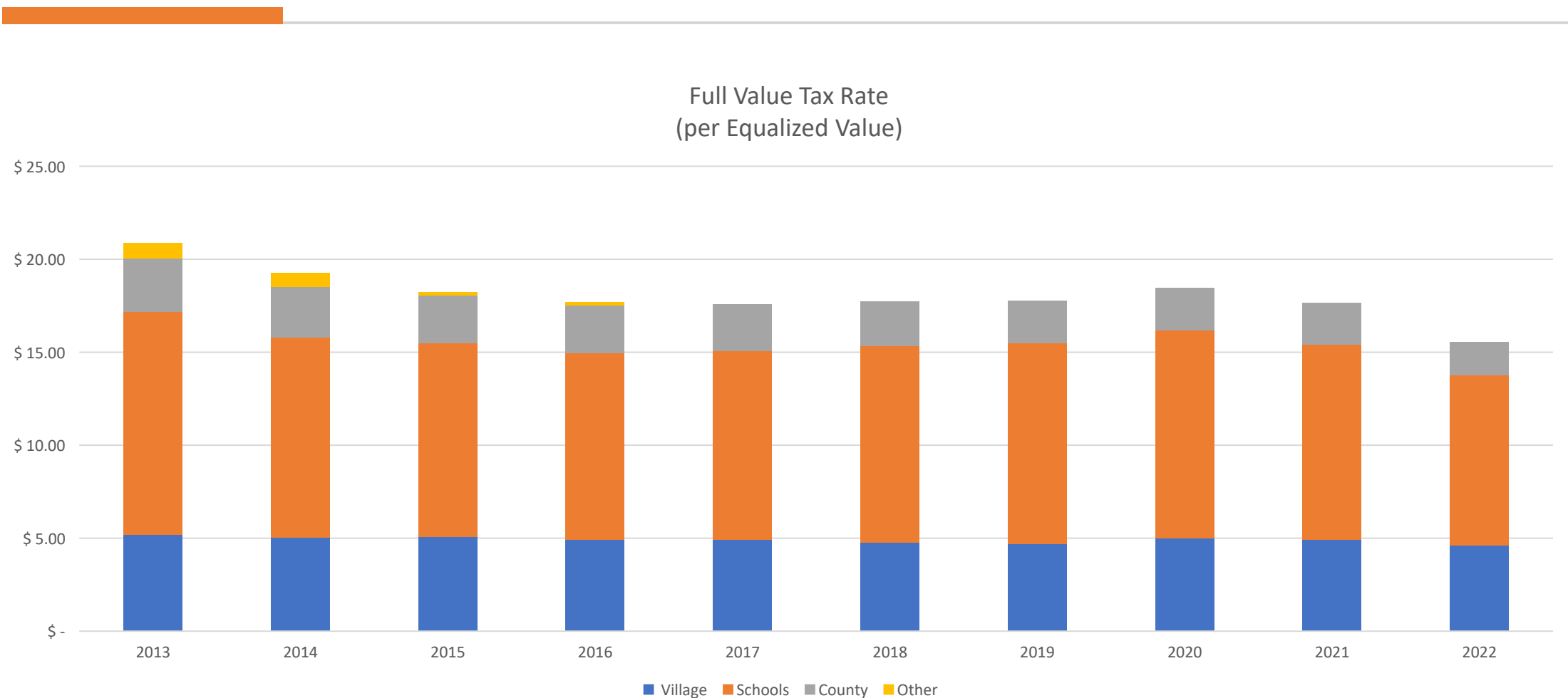
Equalized Value

The State estimates total Equalized Property Value by comparing individual Assessed Values to actual market value. Equalized Value is used for comparisons and analysis.

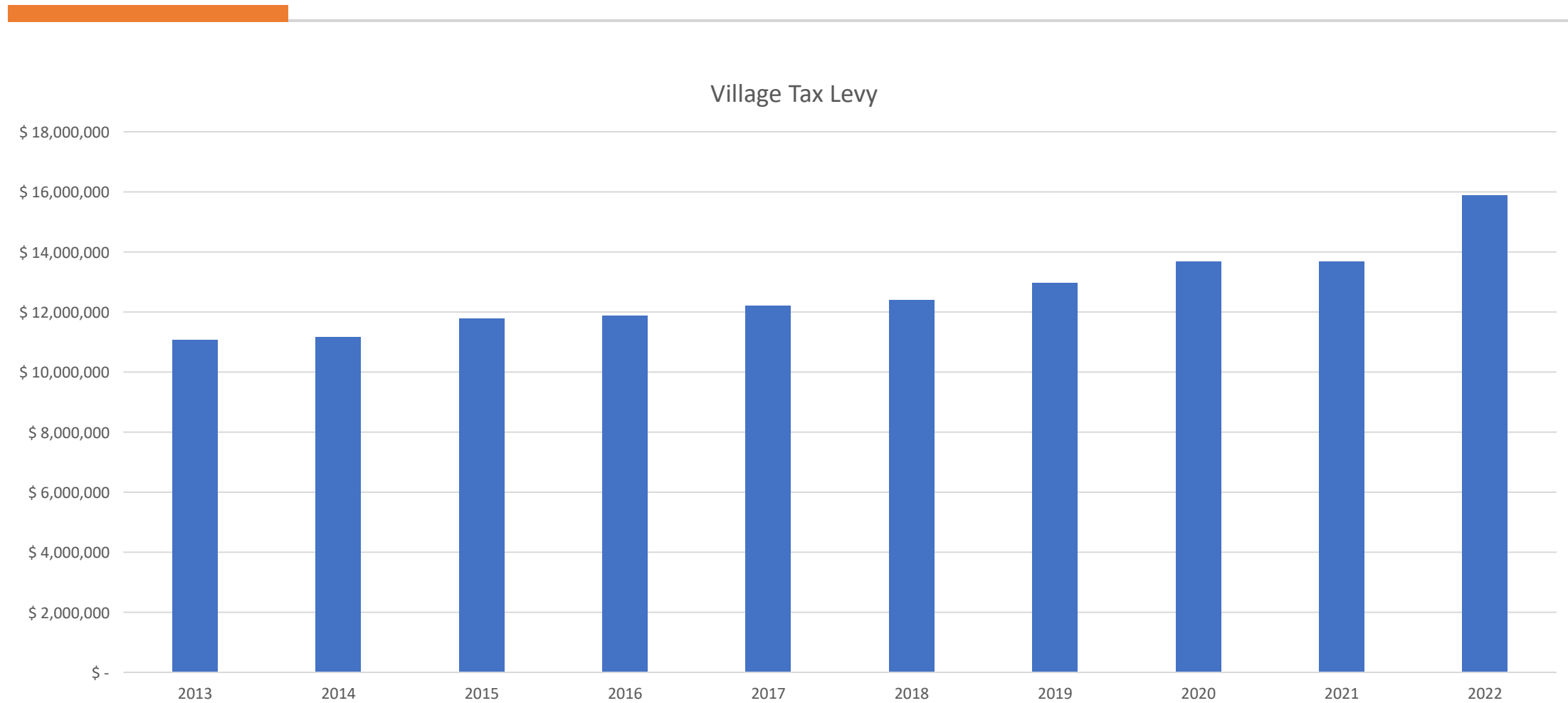
Property Tax Rate – All Taxing Jurisdictions



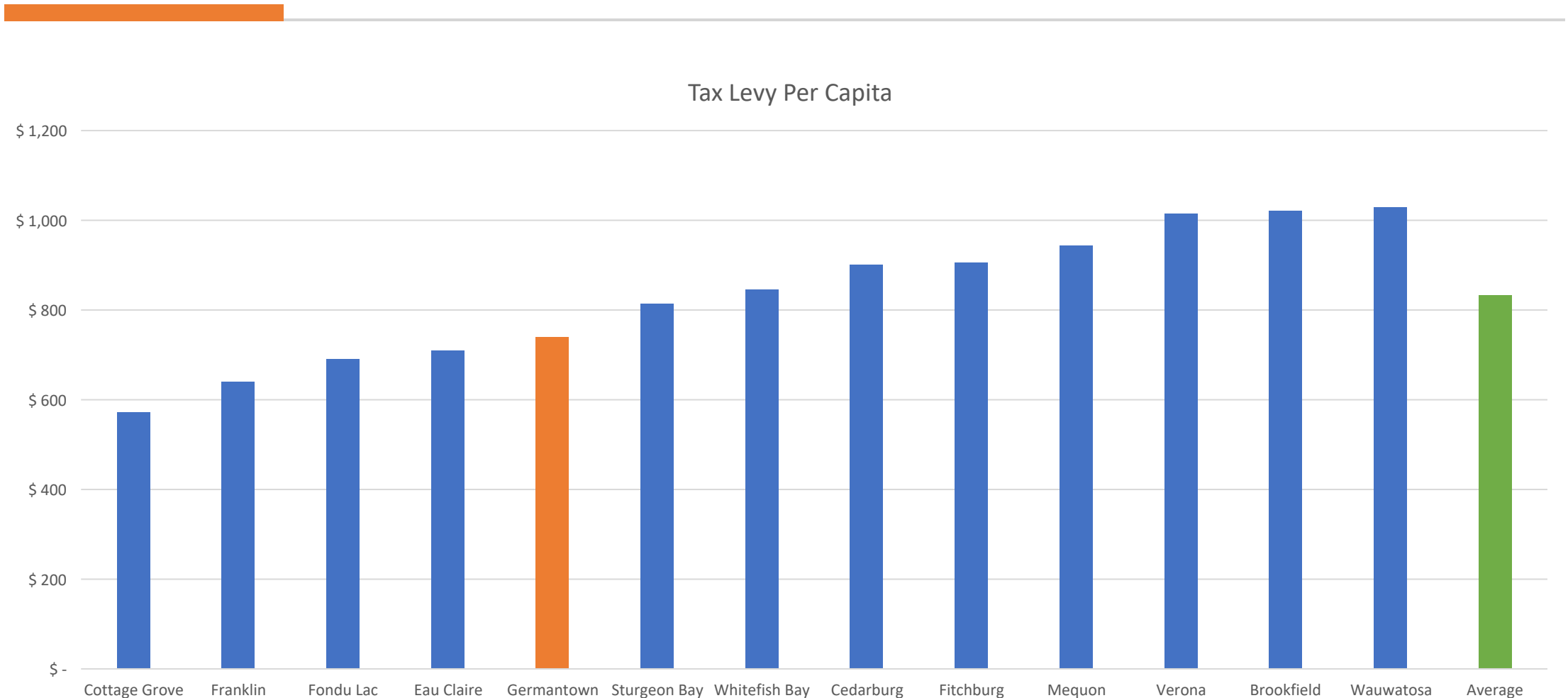
Property Tax Rate – All Taxing Jurisdictions



Village Tax Levy



13 Best Places to Live: Tax Comparison



Conclusions



The tax rate for the Village of Germantown and the combined tax rate is lower than it was 10 years ago.



The tax levy has increased by \$4,795,035 or 43.3% over the past ten years.



Almost half of that increase came in the 2022 levy due to debt service for the DPW Building. The average levy increase for the other years was 2.69%.



Germantown's property tax burden is below average for the communities included in the 13 best places to live in Wisconsin.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Village Administrator 2024 Performance Review Standards

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

Based on discussion that took place during the closed session portion of recent Village Board meetings, I have prepared the attached 2024 Performance Review Standards for final review and approval by the Village Board.

ATTACHMENT:

1. Administrator 2024 Performance Objectives - Final

RECOMMENDATION:

Adopt the attached 2024 Performance Review Standards.

ACTION BY Committee:

Village Administrator: Steven Kreklow
2024 Performance Evaluation Standards

Part 1: Core Competencies (40%):

Competency	Description	Score
Leading Change	Assesses and adjusts to changing situations, identifying and implementing innovative solutions as appropriate. Balances change and continuity; continually strives to improve service delivery; creates a work environment that encourages creative thinking, collaboration and transparency, and maintains focus even in adversity.	
Leading People	Fosters and encourages a proactive, problem solving culture that maximizes creativity and collaboration and adheres to relevant laws, policies and procedures and common sense. Recruits, retains and develops talented employees who reflect the values of the community with the skills needed to accomplish organizational objectives while supporting workforce diversity, inclusion and equal opportunity.	
Coaching	Works to improve and reinforce performance of others. Facilitates their skill development by providing clear, behaviorally specific performance feedback and making or eliciting specific suggestions for improvement in a manner that builds confidence. Promotes and conducts developmental discussions. Demonstrates support for developmental goals and needs of organization and team members. Supports development system within the organization. Talks with others openly and directly about problems with their performance, providing necessary focus, guidance and direction.	
Business Acumen	Assesses, analyzes, acquires and administers human, financial, material and information resources in a manner that instills public trust and accomplishes the Village's mission.	

Definition of Scores

Score	Level	Definition
5	Outstanding	Far exceeds performance expectations; overcomes unanticipated barriers and unusual pressures and demands; delivers results of the highest quality.
4	Exceeds Expectations	Demonstrate unusual resourcefulness in dealing with challenges; accomplishments reflect successful completion beyond what is normally expected.
3	Meets Expectations	Solid, dependable performance that complies with established timelines and parameters for quality and quantity of work.
2	Needs Improvement	Shows basic ability necessary to be successful; contributions are acceptable in the short term; occasional lapses that impair operations or cause concern.
1	Unacceptable	Repeated instances where performance deficiencies detract from the Villages mission and objectives and impair operations.

Part 2: Performance Objectives (60%):

Objective 1: Timely completion of 2023 Audit and 2023 Annual Comprehensive Financial Report (ACFR) during 2024

Score	Level	Definition
5	Outstanding	Completion of Audit and ACFR by June 30 th with GFOA Certificate for ACFR
4	Exceeds Expectations	Completion of Audit and ACFR by June 30 th
3	Meets Expectations	Completion of Audit and ACFR by July 31 st
2	Needs Improvement	Completion of Audit and ACFR by August 31 st
1	Unacceptable	Completion of Audit and ACFR after August 31 st

Objective 2: Increase public engagement in the Village budget process during 2024

Score	Level	Definition
5	Outstanding	Hold four public meetings on the budget, generate four newspaper articles on the budget and develop and implement a survey tool to help identify citizen budget priorities.
4	Exceeds Expectations	Hold four public meetings on the budget and generate four newspaper articles on the budget.
3	Meets Expectations	Hold four public meetings on the budget.
2	Needs Improvement	Hold two public meetings on the budget.
1	Unacceptable	Hold fewer than two public meetings on the budget.

Objective 3: Develop and Implement a system for tracking and reporting employee turnover by department during 2024.

Score	Level	Definition
5	Outstanding	Complete implementation of system for tracking and reporting employee turnover by department by end of 2 nd quarter and begin reporting to GGF at the end of the 3 rd quarter.
4	Exceeds Expectations	Complete implementation of system for tracking and reporting employee turnover by department by end of 3 rd quarter and begin reporting to GGF at the end of the 4 th quarter.
3	Meets Expectations	Complete implementation of system for tracking and reporting employee turnover by department by end of 4 th quarter and begin reporting to GGF at the beginning of 2025.
2	Needs Improvement	Demonstrate significant progress toward completion of system for tracking and reporting employee turnover by department.
1	Unacceptable	Fail to make significant progress toward completion of system for tracking and reporting employee turnover by department.

Objective 4: Improve impact fee compliance during 2024 by updating impact fee studies and documenting impact fee processes.

Score	Level	Definition
5	Outstanding	Complete three Impact Fee Studies and document Impact Fee processes
4	Exceeds Expectations	Complete two Impact Fee Studies and document Impact Fee processes.
3	Meets Expectations	Complete two Impact Fee Studies
2	Needs Improvement	Complete on Impact Fee Study
1	Unacceptable	Fail to complete any Impact Fee Studies

Objective 5: Improve reporting and management of Village contracts and establish benchmarks and policies for competitive RFP process during 2024.

Score	Level	Definition
5	Outstanding	- Input at least 95% of new Village contracts over \$2,500 into Tyler/Munis - Demonstrate progress towards inputting existing contracts into Tyler Munis - Develop contract report to be presented quarterly to GGF - Update RFP Policies/Procedures - Establish baseline measure for percentage of contracts using RFP process.
4	Exceeds Expectations	- Input at least 95% of new Village contracts over \$2,500 into Tyler/Munis - Develop contract report to be presented quarterly to GGF - Update RFP Policies/Procedures
3	Meets Expectations	- Input more than 80% of new Village contracts over \$2,500 into Tyler/Munis - Develop contract report to be presented quarterly to GGF - Update RFP Policies/Procedures
2	Needs Improvement	- Input more than 50% of new Village contracts over \$2,500 into Tyler/Munis - Develop contract report to be presented quarterly to GGF
1	Unacceptable	- Fail to input at least 50% of new Village contracts over \$2,500 into Tyler Munis - Fail to develop contract report to be presented quarterly to GGF

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Strategy Concerning Acquisition of Properties in the Village's Village Center District (in the general area of Mequon Road and Pilgrim Road). The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

The Village Board may enter closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. As it relates to this item, the purpose of going into closed session would be to discuss the bargaining position the Board wishes to take with respect to the acquisition of property.

ATTACHMENT:

RECOMMENDATION:

Should the Board decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: March 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Acquisition of Grosenick Property - N116 W15843 Main Street and W157 N11593 Fond du Lac Avenue. The Village Board may convene into closed session as per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and then reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

The Village Board may enter closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. As it relates to this item, the purpose of going into closed session would be to discuss the bargaining position the Board wishes to take with respect to the acquisition of property.

ATTACHMENT:

RECOMMENDATION:

Should the Board decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

ACTION BY Committee: