

**MEETING: REGULAR MEETING OF THE PUBLIC WORKS &
HIGHWAYS COMMITTEE**

DATE & TIME: Wednesday, April 10, 2024 at 5:30 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 #: **2555 672 0428** Password: **ZNmFyjsD343** which can be accessed by phone at 408-418-9388 or by logging on at: <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mc28ed9f85300bb8f63267a15d2f40b55>

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 Village Board 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. **APPROVAL OF MINUTES:**
 - A. PWHC 3/6/24 Minutes for Approval
 - B. Special PWHC 3/18/24 Minutes for Approval
- IV. **PUBLIC COMMENT:** *Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three-minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.*
- V. **NEW BUSINESS:**
 - A. Approval of 50% Resident Participation in Country Belle Manor Driveway Adjustments
 - B. Karen Reiss Appeal of Public Works Mailbox Damage Determination
 - C. Wrenwood North, Neumann Developments, Inc. - Development Agreement Amendment
 - D. 2024 Digital Construction Message Center Purchase
 - E. Wisconsin DOT Road Salt Contract
 - F. 2024 Library Sump Pump Upgrade
 - G. Change Order - Goldendale Booster Station Heat Cabling System
 - H. Report on Emergency Purchase of PLC Programming Services for Well 7 from Ruekert-Mielke in the amount of \$16,900

- I. Award of a contract to CTW Wells & Pumps in an amount not to exceed \$30,000 for well cleaning and testing services.
- J. Goldendale Booster Station SCADA Programming and System Integration Agreement
- K. Award of contract to Foth Infrastructure for design and bid services for well #2 and #7 generator replacements for an amount not to exceed \$118,000.00.
- L. Consideration of a Blanket PO - New water meters, ongoing replacements, cell heads and purchase of commercial water meters
- M. Award Contract for 2024 Sealcoating Program to Fahrner Asphalt Sealers LLC of Waunakee, WI in the amount of \$249,470.40.
- N. Award Contract for WDNR WDPES Permit Education and Outreach Services to Southeastern Wisconsin Watersheds Trust in the amount of \$18,000
- O. WisDOT State-Municipal Financial Agreement (SMFA) for Sidewalk in STH 145/Fond du Lac Avenue in the amount of \$51,000
- P. Informational Item: Annual Report to WDNR for Municipal Separated Storm Sewer System (MS4)

VI. DIRECTOR'S REPORT:

- A. April Director's Report

VII. NEXT MEETING DATE: *Set May meeting date.*

VIII. ANNOUNCEMENTS:

IX. ADJOURNMENT:

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

MEETING:	REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
DATE AND TIME:	Wednesday, March 6, 2024 5:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- I. **CALL TO ORDER:** Chairperson Kaminski called the meeting to order at 5:30pm.
- II. **ROLL CALL:** Chairperson Kaminski and Trustees R. Miller, Hudson and Warren are all present.
- III. **APPROVAL OF MINUTES:**
 - A. PWHC 2/7/24 Minutes for Approval
Motion: Approve as presented
Motioned By: Robert Warren
Seconded By: Rick Miller
Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren
No: None
Abstain: None
Motion Passed (Yes 4, No 0, Abstained 0)
- IV. **PUBLIC COMMENT:** 2 residents spoke.
- V. **NEW BUSINESS:**
 - A. 2024 Articulating Wheel-Loader Purchase
As part of the 2024 Parks Department budget, \$120,000 was allocated to purchase a compact articulating wheel-loader. This piece of equipment was budgeted as a replacement for a unit that is currently 24 years old. Staff solicited pricing from 3 regional Caterpillar vendors. Staff recommends the purchase of a Caterpillar 906 compact articulating wheel-loader from Fabrick Cat for an amount not to exceed \$119,100 and to forward this request to the Village Board with a positive recommendation.
Motion: Approve as presented
Motioned By: Phil Hudson
Seconded By: Robert Warren
Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren
No: None
Abstain: None
Motion Passed (Yes 4, No 0, Abstained 0)
 - B. 2024 Senior Center Exterior Painting Project
As part of the 2024 Buildings & Grounds budget, \$23,000 was allocated to caulk and paint all previously painted exterior surfaces of the Senior Center. Staff has solicited pricing from 3 area contractors. Staff recommends contracting with MACORP LLC to

complete this painting project for an amount not to exceed \$21,198, and to forward this request to the Village Board with a positive recommendation.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

C. 2024 Firemen's Park Bandshell Painting Project

As part of the 2024 Parks Department budget, \$30,000 was allocated to paint the metal roof and column structures of the Fireman's Park bandshell. An alternate bid of \$2,593 was also accepted to paint the handrail and entry doors, so that all painted surfaces match. Staff recommends moving forward with the alternate pricing and utilizing some remaining funds from the Senior Center project, which came in under budget. Staff solicited pricing from 3 area contractors. Staff recommends contracting with MACORP LLC to complete the painting project for an amount not to exceed \$32,063 and to forward this request to the Village Board with a positive recommendation.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

D. Acceptance of Improvements Keller Town 9

Keller Inc. extended sanitary sewer to their development site located at N104W12667 Donges Bay Rd. The work was performed by PTS out of Green Bay, WI. The utility inspected this relay and found it to be true to alignment and grade. It is the Wastewater Utility's recommendation to accept the improvements as constructed by PTS on behalf of Keller, Inc. and begin the one-year warranty period effective today March 6, 2024.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

E. Blanket PO - Ferguson Water Works

The Wastewater Utility is seeking authorization to execute a blanket purchase order to Ferguson Waterworks for manhole repair materials for an amount not to exceed \$30,000. Materials will be utilized for the 2024 road projects and other areas throughout the system. Staff recommends approval of 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.

Motion: Approve as presented

Motioned By: Phil Hudson

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

F. Blanket PO - Core and Main

The Wastewater Utility is seeking authorization to execute a blanket purchase order to Core and Main for the purchase of Ladtech HDPE manhole adjusting rings and other materials in the amount not to exceed \$25,000. Staff recommends approval of a Blanket PO to Core and Main for an 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.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

G. Blanket PO - Adaptor Inc.

The Wastewater Utility is 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. Seals will be utilized for the 2024 road projects and other areas throughout the system. Staff recommends approval of 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.

Motion: Approve as presented

Motioned By: Phil Hudson

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

H. Blanket PO - Visu-Sewer

The Wastewater Utility is 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. Staff recommends approval of a 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.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

I. Blanket PO - William/Reid LLC

The Wastewater Utility is 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. Staff recommends approval of a 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.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

J. Blanket PO - Residential Yard Waste Facility Material Processing

The Wastewater Facility is 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. Staff recommends approval of a 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.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

K. Award Contract for Donges Bay Reconstruction Project from STH 145 Fond du Lac Avenue to Wasaukee Road to Vinton Construction of Two Rivers, Wisconsin, in the amount of \$2,517,416

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. The schedule is for work to begin in 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. 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.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

- L. Award a Contract for Construction Management, Construction Inspection, Construction Staking Services of the Donges Bay Road Project to Graef in the amount not to exceed \$249,648

The consulting firm, Graef, has been our Design Engineer for the Donges Bay Road Reconstruction Project, the Town 9 Parkway project and the new Public Works Facility. Staff requested Graef 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. 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.

Motion: Approve as presented

Motioned By: Phil Hudson

Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Phil Hudson

No: None

Abstain: Robert Warren

Motion Passed (Yes 3, No 0, Abstained 1)

- M. Award 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

As part of the 5-year paving program, 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 funding for this work is anticipated from American Rescue Plan Act (ARPA) funding. Discussion Followed. Director Mortwedt stated that these bids include a traffic study and cameras, conceptual drawings, 2 public information meetings, drawing revisions and an online survey. We put the RFP together and Kapur came in at the low end, and they have a lot of experience with this type of work. 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 the summer of 2024 to Kapur and Associates, Inc. for the amount of \$30,980.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

N. DPW Facility Construction Update

Overview of construction progress for the new Department of Public Works facility. The facility is approximately 65% complete and is anticipated to open on September 1, 2024.

The first move coordination meeting will be happening next week. We are tracking pretty well for the September 1st grand opening. Director Mortwedt wants to set up a date for a tour for Village Board members and an open house for the public as well.

O. Approval of Bid Package #4 -DPW Facility

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. Director Mortwedt stated that the old buildings don't have a lot of value, hence the demolition, and the Village still wants to own that property for possible future buildings, so the property is not for sale. Approval of bid package #4 in the amount of \$814,693, and authorization for Moore Construction Services to enter into the appropriate contracts for each bid item on behalf of the Village of Germantown.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Phil Hudson

No: Robert Warren

Abstain: None

Motion Passed (Yes 3, No 1, Abstained 0)

P. ANR Pipeline Update

The portion of the project located in the Village of Germantown includes the replacement of existing 14-inch diameter pipe with 5.89 miles of 30-inch-diameter pipe on Mainline (ML) ML-301 from milepost (MP) MP 116.1 (County Line Road) to MP 122. Minor modifications to an appurtenant facility will be the upsizing of an existing mainline valve. It's a regional project that includes a number of efforts in WI & IL. In Germantown, it boils down to some rerouting of some natural gas pipelines, doubling the size of pipes in areas and some rerouting. Since this packet was put together, we received a new update moving construction to 2025.

Q. Approval of ANR Pipeline Access Easement and Agreements

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

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Phil Hudson, Robert Warren

No: None

Abstain: None

Motion Passed (Yes 4, No 0, Abstained 0)

VI. DIRECTORS REPORT:

A. March Director's Report

Public Works Director Mortwedt reviewed his Director's Report for March.

VII. NEXT MEETING DATE: April meeting date was set for Wednesday, April 10th, at 5:30pm.

VIII. ANNOUNCEMENTS: None.

IX. ADJOURNMENT: Chairperson Kaminski adjourned the meeting at 6:51pm.

MEETING:	SPECIAL MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
DATE AND TIME:	Monday, March 18, 2024 5:45 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- I. **CALL TO ORDER:** Chairperson Kaminski called the meeting to order at 5:45pm.
- II. **ROLL CALL:** Chairperson Kaminski and Trustees R. Miller and Phil Hudson were present. Trustee Warren was absent/excused.
- III. **NEW BUSINESS:**
 - A. Award Contract for 2024 Annual Road Program to Wolf Paving Co., Inc. of Hartland, Wisconsin in the amount not to exceed \$1,274,082
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. Staff recommends awarding the contract to the low bidder Wolf Paving Co. Inc. 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.
Motion: Approve as presented
Motioned By: Phil Hudson
Seconded By: Rick Miller
Yes: Terri Kaminski, Rick Miller, Phil Hudson
No: None
Abstain: None
Motion Passed (Yes 3, No 0, Abstained 0)
- IV. **ADJOURNMENT:** Chairperson Kaminski adjourned the meeting at 5:55pm.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Approval of 50% Resident Participation in Country Belle Manor Driveway Adjustments

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Discussions in late 2023 at the PWHC attempted to resolve a dispute between select residents and the Village arising from the Village applying a top course of asphalt on roads in Country Belle Manor subdivision. The top course of asphalt raised the profile of the road and residents were not satisfied with the selected method of matching the new road elevation to their driveway.

When the issue was brought to the PWHC, the discussion between the committee and the Village Administrator revolved around making adjustments on driveways where dissatisfied residents contributed at a 50% cost share. From that point, Village staff proceeded with planning and budgeting with that discussion in mind. The concrete work was bid as part of the 2024 road program and will be conducted this summer. Residents who wished to participate were asked to opt in by March 31, 2024. By March 31, 2024, 6 of 13 residents opted into the program.

ATTACHMENT:

RECOMMENDATION:

Approval of the 50% cost share between the Village and residents of Country Belle Manor who opted in for driveway improvements as part of the 2024 road program.

ACTION BY Committee:

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Karen Reiss Appeal of Public Works Mailbox Damage
Determination

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Karen Riess is appealing the decision of Public Works staff and their determination that damage to her mailbox during plowing operations was caused by weight of the snow. Mrs. Riess contests that her mailbox was damaged by direct plow contact.

ATTACHMENT:

RECOMMENDATION:

Village staff recommend denial of Mrs. Riess' appeal.

ACTION BY Committee:

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Wrenwood North, Neumann Developments, Inc. - Development Agreement Amendment

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Approval of the Development Agreement Amendment for Wrenwood North between Neumann Developments, Inc, and the Village of Germantown. The amendment addresses:

- Modifying the development from two to three phases.
- Eventual ownership of outlots
- Landscaping and grading on a specified outlot and the requirement to build a berm and provide landscaping on specified outlots.

The Amendment is subject to final review from the Village Attorney.

ATTACHMENT:

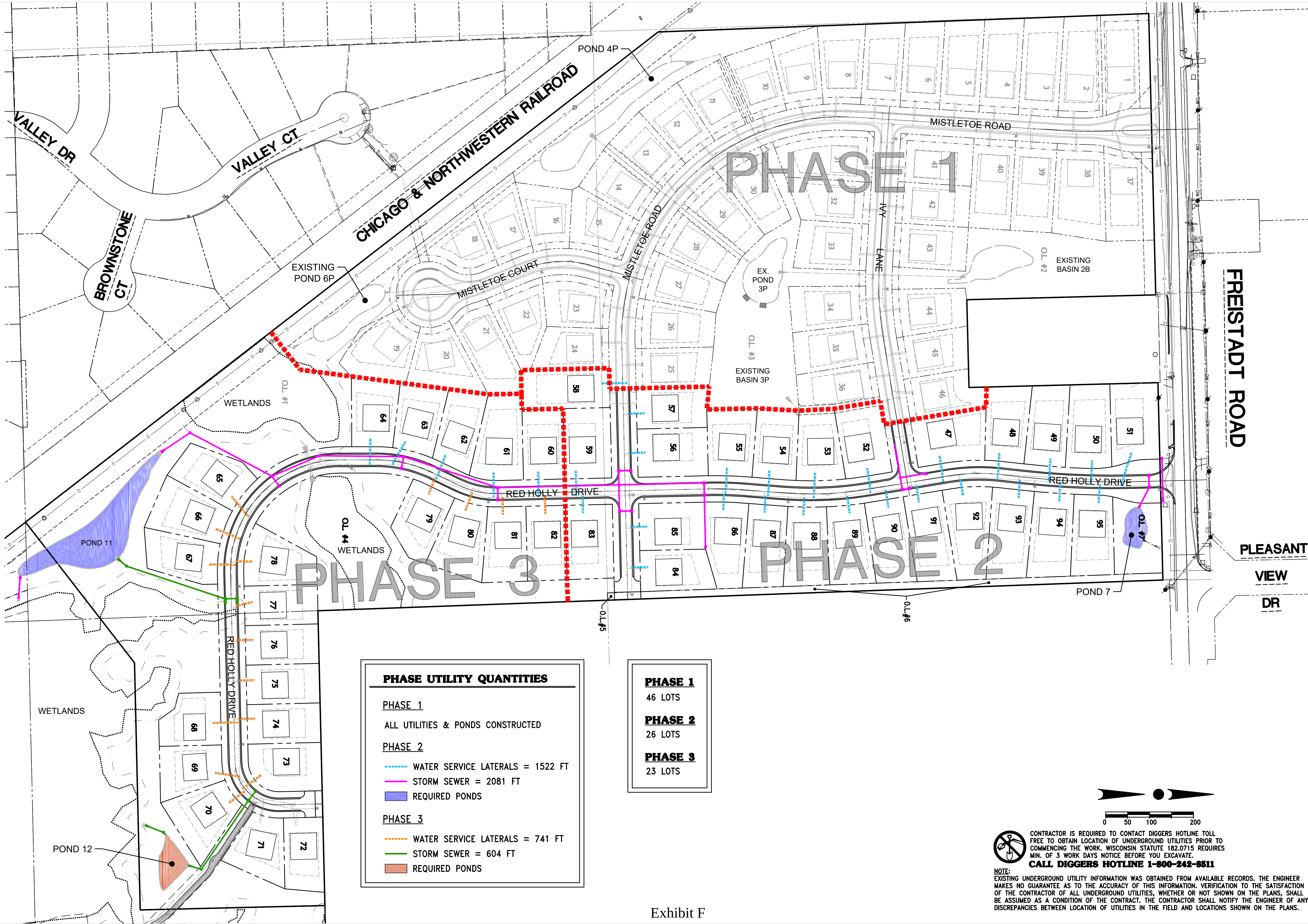
1. Exhibit F - Wrenwood North Phasing Plan 012424 (1)
2. SWMP Memo-Phase 2-Wrenwood North_2024-01-25
3. 040524 - Wrenwood North DA Amendment

RECOMMENDATION:

Staff recommends approval of the Development Agreement Amendment for Wrenwood North between Neumann Developments, Inc, and the Village of Germantown.

ACTION BY Committee:

\\HC900\953\17037-01\CONSTRUCTION PLANS\WRENWOOD NORTH\PHASE 2\EXHIBIT_WRENWOOD NORTH_PHASE PLAN-22X34.DWG



PHASE UTILITY QUANTITIES

PHASE 1

ALL UTILITIES & PONDS CONSTRUCTED

PHASE 2

WATER SERVICE LATERALS = 1522 FT

STORM SEWER = 2081 FT

REQUIRED PONDS

PHASE 3

WATER SERVICE LATERALS = 741 FT

STORM SEWER = 604 FT

PHASE 1
46 LOTS

PHASE 2
26 LOTS

PHASE 3
23 LOTS



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

WISCONSIN

JOSHUA D. PUDELKO
E-39420
WAUWATOSA, WI

PROFESSIONAL ENGINEER

DESIGN • LAND SURVEYING

TRIO

CIVIL ENGINEERING

4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudello@trioeng.com

PROJECT:

WRENWOOD - NORTH PHASE 2
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF GERMANTOWN, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24O25 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
12/09/2022	INITIAL SUBMITTAL
03/14/2023	VILLAGE COMMENTS

DATE:

MARCH 14, 2023

JOB NUMBER:

17037

DESCRIPTION:

OVERALL PHASING PLAN

SHEET

E1.00

Exhibit F

Wrenwood North
January 25, 2024

January 25, 2024

Village of Germantown
Engineering Department
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Attn: Larry Ratayczak
Director of Public Works

Re: **Wrenwood North – Phase 2**
Storm Water Management Plan Memorandum



Dear Larry:

Please accept this letter as confirmation that the necessary storm water infrastructure for the latest limits of Phase 2 construction will be installed and will adhere to the approved storm water management plan dated September 1, 2022. The Wrenwood North Addition #1 final plat and the overall proposed storm water drainage map enclosed with this letter further illustrate this. The Phase 2 construction plans include the installation of ponds 7 and 11 which are the downstream storm water measures in the final development condition which serve the entirety of the proposed Phase 2 lots and roads.

Please feel free to contact me with any questions, comments or to further discuss the updated plans.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Pudelko', is written over a horizontal line.

Josh Pudelko, M.S., P.E.
President
Trio Engineering

**FIRST AMENDMENT to
SUBDIVISION DEVELOPMENT AGREEMENT
for
WRENWOOD NORTH SUBDIVISION**

THIS FIRST AMENDMENT (the "First Amendment") is made this ____ day of _____, 2024, by and between the Village of Germantown (the "Village"), a Wisconsin municipal corporation and Wrenwood, LLC (the "Developer"), a Wisconsin limited liability company.

WHEREAS, Developer and the Village entered into a Subdivision Development Agreement for Wrenwood – North Ph 1 & 2 Subdivision (the "Agreement"), dated the 15th day of August, 2022, for the construction of Wrenwood North subdivision, a single-family subdivision in the Village of Germantown, Wisconsin (the "Subdivision"); and

WHEREAS, the Agreement sets forth that the Subdivision be developed in two (2) Phases along with other conditions, responsibilities and obligations with respect to the Subdivision; and

WHEREAS, the Developer has substantially completed Phase 1 of the Subdivision in accordance with the Agreement; and

WHEREAS, Developer and Village wish to amend the Agreement to allow the Developer to develop Phase 2 of the Subdivision in two separate phases (resulting in three total phases: Phase 1, consisting of 46 lots as substantially completed in 2022, Phase 2, consisting of 26 lots, and Phase 3, consisting of 23 lots) as shown in the attached exhibit "F" and the parties desire to amend and modify some of the conditions, responsibilities and obligations of the Agreement as more particularly set forth hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. The title of the Agreement shall be amended to read: Subdivision Development Agreement for Wrenwood North Subdivision.
2. The second Recital of the Agreement is deleted and replaced with the following:

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed residential subdivision (the "Development" or "Subdivision") which will consist of 95 single-family residential lots to be developed in three (3) Phases (Phase 1, consisting of 46 lots as substantially completed in 2022, Phase 2, consisting of 26 lots, and Phase 3, consisting of 23 lots) on the Property, which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

3. The fourth Recital of the Agreement is deleted and replaced with the following:

WHEREAS, the Developer proposes to construct the Development in (3) Three Phases as indicated on the attached exhibit “F”; and

4. The fifth Recital of the Agreement is deleted and replaced with the following:

WHEREAS, Phase 1 has been substantially completed by the Developer in accordance with the agreement, including sanitary sewer and water main for Phases 2 and 3, a 12” thick gravel access road along the Phase 2 and 3 sanitary main, the western entrance to Freistadt Road and the looped water main to Valley Court; and

5. The sixth Recital of the Agreement is deleted and replaced with the following:

WHEREAS, Phase 2 and 3 includes an amended specification to allow excavated material for utility trench backfill, final grading for roadway, roadway construction and to include construction of roadway improvements for the eastern entrance to Freistadt Road as outlined in the Washington County Highway permit for development entrances to Freistadt Road. If Phase 2 is not started within 12 months of this Amendment or if Phase 3 is not started within 36 months of this Agreement, Developer shall construct an extension to the paved access drive access drive connecting to the existing southern development commonly known as Wrenwood to the paved roadway in the Subdivision.

6. Section 1.05 of the Agreement is amended to add the following paragraph to the end of the Section:

The Developer shall install a berm, designed to avoid disturbance of existing trees that the Village and Developer deem necessary to save, at least three feet in height, in parcel GTVN_232280, adjacent to parcel GTVN_231996 (N120W14709 Freistadt Rd) on what is referred to in the Developer’s revised Exhibit F as Outlot 6. Outlot 6 is a strip of land approximately 16.5 feet by 1265.63 feet on the eastern edge of parcel GTVN_232280. The berm shall be constructed consistent with the Village of Germantown Code of Ordinance, Chapter 17.57. The berm shall be designed and graded to have both an undulating and serpentine shape so as to appear more natural in form. A long continuous, straight berm is not acceptable. The revised grading plans shall be submitted for approval prior to construction of the berm.

7. Section 1.06 of the Agreement is amended to add the following paragraph to the end of the Section:

The parties acknowledge that western entrance to Freistadt Road was constructed with Phase 1; Freistadt Road is now a Village roadway and Developer shall construct the

Eastern Entrance in accordance with the design plans approved by Washington County.

8. Section 1.09 of the Agreement is amended to add the following paragraph to the end of the Section:

The Developer shall provide appropriate landscaping for the berm constructed on the section of GTVN_232280, described in Developer's plans as out lot 5 & 6. Landscaping on the berm shall be consistent with the Village of Germantown Code of Ordinance, Chapter 17.57. A revised landscaping plan for out lot 5 & 6 shall be submitted for approval prior to construction of the berm and associated plantings.

9. The first sentence of Section 5.04 of the Agreement is deleted and replaced with the following:

Developer constructed the public sanitary sewer and water main improvements for this project in Phase 1; the roadway improvements and other ancillary improvements will be constructed in Phases 2 and 3 as needed to service the lots included with each subsequent Phase.

10. Section 5.05 of the Agreement is amended to add the following sentence to the end of the Section:

In addition, the Developer will convey Outlots 5 and 6 as fractional ownership to the lot owners in the subdivision, all of which shall be maintained by the Home Owner's Association.

11. **Agreement, Section 8.01 COMPLETION DATE.** Section 8.01 of the Agreement is deleted and replaced with the following:

The work required by the Agreement for Phase 1 was substantially completed by the Developer in accordance with the Agreement. The work required by this Agreement for Phase 2 shall be substantially completed by the Developer not later than twelve (12) months from the date of this First Amendment, and the work for Phase 3 shall be substantially completed by Developer not later than twenty-four (24) months after acceptance of the Phase 2 work (not including the guarantee period).

12. Exhibit C of the Agreement is amended as outlined in the attached exhibit "C," which reflects revisions to accommodate the three (3) Phases of development.

13. The parties agree that Exhibit “E” to the Agreement represented the 2022 Village of Germantown rates and that the rates for the then current fiscal year will be used for the each year that development occurs in the Subdivision.
14. The attached Exhibit “F” shall be incorporated to the Agreement to show the three (3) Phases for the Development.
15. **Effects of Amendment.** Except as provided herein, all other terms and conditions in the AGREEMENT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this First Amendment to be signed be signed in two original counterparts as of the date first written above.

DEVELOPER:

Wrenwood, LLC

By; Neumann Developments, Inc., Its Sole Member

By: _____
Bryan Lindgren, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Bryan Lindgren, the President of Neumann Developments, Inc., sole member of Wrenwood, LLC on behalf of said corporation.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

VILLAGE OF GERMANTOWN:

By: _____
Dean Wolter, Village President

By: _____
Donna Ott, Village Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF WASHINGTON)

Personally came before me this ____ day of _____, 2024 the above named Dean Wolter, Village President, and Donna Ott, Village Clerk, of the Village of Germantown, and to me known to be such and acknowledged that they executed the foregoing instrument as such officers by its authority, and pursuant to the authorization by the Village Board from their meeting on the _____ day of _____, 2024.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: 2024 Digital Construction Message Center Purchase

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As part of the 2024 Highway Department capital budget, \$25,000.00 was allocated to purchase a digital construction message center. This piece of equipment will be used throughout the DPW to aid in communicating messages with residents and motorists for upcoming projects. While this piece of roadside messaging equipment will be utilized primarily by DPW, when available it can be utilized by both the Engineering and Police Departments. The recommended vendor and equipment are similar to the unit already owned by the Police Department. This will help on several fronts, including ease of use, and ease of maintenance. The unit will also be ordered with radar capabilities which can be used by the Police Department, or in collecting speed and vehicle count data for the DPW. Staff solicited several local vendors, and the pricing is listed below:

Stalker Radar: \$20,125.00

TAPCO: \$20,695.00

ATTACHMENT:

RECOMMENDATION:

Staff recommends the purchase of a Stalker construction message center from Applied Concepts Inc for an amount not to exceed \$20,125.00 and to forward this request to the Village Board with a positive recommendation. If approved, the funds shall be allocated from 40562000-591000.

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 PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Wisconsin DOT Road Salt Contract

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

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

ATTACHMENT:

1. A) HISTORICAL SALT PURCHASING INFO (1)

RECOMMENDATION:

Staff recommends remaining part of the WisDOT bid process.

ACTION BY Committee:

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

SALT PURCHASING INFO

YEAR	SALT	# OF OPERATIONS
23-24	1943	17
22-23	2135	40
21-22	1763	39
20-21	2322	43
19-20	2500	34
18-19	3,205	42
17-18	3,130	39
16-17	2,875	34
15-16	2,756	33
14-15	2,185	44
13-14	3,258	67
12-13	3,467	53
11-12	2,127	42
10-11	3,430	57
9-10	2,045	38
8-9	3,332	53
7-8	3,432	79
6-7	3,304	52
5-6	3,093	46
4-5	2,475	45
3-4	1,659	32
2-3	2,138	39
1-2	1,744	25

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

SALT ON HAND end of 23 - 24 Season 2803 TONS

SALT ORDERED FOR 24 - 25 1500 Ton Early Fill
2000 Ton Seasonal Fill
700 Ton Vendor Reserve

Estimated cost per ton \$92.00 for 2025 Budget (salt only) = \$248,400.00

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

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: 2024 Library Sump Pump Upgrade

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

As part of the 2024 non-borrowed capital budget, \$13,000.00 was allocated to replace the sump pumps at the library. The system consists of two sump pumps in a single crock. The pumps are operated by a rhombus system, which allows for the pumps to run alternately or simultaneously based on demand. Last summer, we experienced a high demand situation and a subsequent pump failure, causing the system to alarm and become dangerously close to overtopping the crock. DPW crews installed a back-up pump to keep the water level from overflowing. When the demand was reduced and a single pump could again keep up, crews were able to repair the secondary pump.

One system pump is still original to the building and nearing the end of its useful service life. To ensure that future basement flooding issues are minimized, staff is seeking to replace both pumps. The new pumps will be sized to ensure that should a single pump fail again, the remaining pump should be able to keep up with the demand.

Hagen Plumbing: \$10,770.00

Horner Plumbing: \$16,500.00

Ideal Mechanical: Did not submit proposal.

ATTACHMENT:

RECOMMENDATION:

Staff recommends contracting with Hagen Plumbing to complete the sump pump replacement project for an amount not to exceed \$10,770.00. If approved, the funds shall be allocated from 10563000-591800.

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 PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Change Order - Goldendale Booster Station Heat Cabling System

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting a Change Order authorization for the Goldendale Booster Station. We did not put this item in the original contract documents, and it is needed to prevent freezing of the underground drainage and gutter systems. This station will be discharging water from analyzers and water from pumps. This will run through Konz Electric as a sub to Koenig Construction, the contractor building the Goldendale Booster Station.

- Cost \$10,354.67

ATTACHMENT:

1. 2024-0318-Booster-CO 3 Heat Tape

RECOMMENDATION:

Staff recommends approval of this change order to the Goldendale Booster Station construction project in an amount not to exceed \$10,354.67, funds will come from account #45408460-543300 (TID 8).

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 00 63 62
CHANGE ORDER

No. 3

Date of Issuance: March 18, 2024	Effective Date: March 18, 2024
Owner: Village of Germantown	Owner's Contract No.:
Contractor: Mike Koenig Construction	Contractor's Project No.:
Engineer: Foth Infrastructure & Environment, LLC	Engineer's Project No.: 18G018.03
Project: Goldendale Road Water Booster Station	Contract Name: Booster Station

The Contract is modified as follows upon execution of this Change Order:

Description: This change order incorporates the addition of the materials, installation, and all other components of heat tape at the noted project. No additional markups, fees, or costs will be requested for this work in the future on this project.

Attachments: Change order proposal as presented by Mike Koenig Construction.

All increases to contract price shall include costs for bonding and insurance.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,114,550.00</u>	Original Contract Times: Substantial Completion: <u>September 20, 2024</u> Ready for Final Payment: <u>November 20, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>10,620.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days
Contract Price prior to this Change Order: \$ <u>1,125,170.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 20, 2024</u> Ready for Final Payment: <u>November 20, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>10,354.67</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,135,524.67</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 20, 2024</u> Ready for Final Payment: <u>November 20, 2024</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u>Eve Schnell</u>	By: _____	By: <u>Rachel Kuy</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>March 18, 2024</u>	Date: _____	Date: <u>3/18/24</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CHANGE ORDER

00 63 62 - 1

Page 27 of 122



March 04, 2024

Goldendale Rd Booster Station

Address W204 N12333 Goldendale Road
Germantown, Wisconsin 53076

POCO #4- Heat TapeREV2

Mike Koenig Construction Co. Inc. proposes to supply labor, materials, and equipment to provide and install heat tape per the following specifications:

- Install heat tape on gutters, downspouts, and drains.
- Install conduit and wire from local panel to provide power to heat tape.
- Provide connections for heat tape from local panel.
- Provide (2) Eaton GFCI molded case circuit breakers.

NET SUM OF: \$ 10,354.67

Please sign below to indicate your approval.

Owner Signature

PH 3/19/2024

Date

Note: If this proposal is accepted, an official contract change order will be issued which will adjust the total contract amount accordingly.

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

Nick Kelly
Project Manager

Goldendale Road Booster Station		Date: 3/4/2024								
Change Order Estimate 4		Quantity	Productivity	Labor Rate	Total Labor	Material	Deduct	Sub Cost	Total	
Konz		1	0	\$ -	\$ -	\$ -	\$ -	\$ 9,467.30	\$	9,467.30
Supervision		1	4	\$ 90.00	\$ 360.00	\$ -	\$ -	\$ -	\$	360.00
N.A		0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
N.A		0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
N.A		0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
N.A		0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
Total									\$	9,827.30

Supervision	Mark Up	15%	\$	54.00
Sub	Mark Up	5%	\$	473.37
Grand Total			\$	10,354.67

Notes:



Quote

Date	Quote #
1/24/2024	10588

Name / Address
Attn: Nick Kelly Mike Koenig Construction Co. 3502 Behrens Pky Sheboygan, WI 53081

Qty	Description	Rate	Total
	Konz Electric LLC is pleased to provide a quote to supply and install electric heat tape in gutters/downspouts and drainage tiles at the Germantown Booster Station located at W204 N12333 Goldendale Road. See quote:		
44	Labor	100.00	4,400.00T
	Materials	3,950.00	3,950.00T
		Sales Tax (0.0%)	\$0.00
Signature _____		Total	\$8,350.00



Quote

Date	Quote #
3/1/2024	10607

Name / Address
Attn: Nick Kelly Mike Koenig Construction Co. 3502 Behrens Pky Sheboygan, WI 53081

Qty	Description	Rate	Total
	Konz Electric LLC is pleased to provide a quote for the adder of (2) Eaton brand GFCI molded Case Circuit Breakers for the installation of the heat tape. This changer order is for the Germantown Goldendale Rd. Booster Station		
2	Eaton QBGFEP Breaker	558.65	1,117.30T
		Sales Tax (0.0%)	\$0.00
Signature _____		Total	\$1,117.30

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Presentation

ITEM TITLE: Report on Emergency Purchase of PLC Programming Services for Well 7 from Ruekert-Mielke in the amount of \$16,900

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

This work is associated with the Well 7 MCC panel replacement project which began in 2022. As part of the project, the PLC's (programmable logic controller) are being replaced. Each PLC is individually programmed with new operating parameters. Ruekert & Meilke is our proprietary programming firm and quoted \$16,900.00 for the work. The work needed to proceed outside the normal approval process based on the delay later approval would have on the contractors availability and the timing of the utility's annual flushing program.

ATTACHMENT:

1. Haugen-20240327-Programming Proposal

RECOMMENDATION:

Staff is reporting that work has proceeded based on the attached quote from Ruekert & Mielke in the amount of \$16,900.00 for the Well 7 PLC Programming, following direction from the Village Administrator. The funds will come from account #50000000-182780.

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.

March 27, 2024

Mr. Paul Haugen
Water Utility Superintendent
Village of Germantown
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

Re: Water Well #7 SCADA Programming and System Integration Agreement

Dear Mr. Haugen:

Ruekert & Mielke, Inc. (R/M) is pleased to submit an agreement to provide SCADA software programming and integration services for the Water Well #7 Project.

Project Description:

This project will provide the required programming for the Programmable Logic Controller (PLC) and Operator Interface Terminal (OIT) at Well #7, and programming for the Master PLC and SCADA software at the Utility office to monitor and control the pump station from the Village of Germantown SCADA system.

Scope of Services:

1. SCADA Master Programmable Logic Controller (PLC) programming to accommodate new inputs and outputs associated with the Well #7 MCC upgrade.
2. SCADA HMI software programming to graphically represent new inputs and outputs associated with the Well #7 MCC upgrade.
3. Alarm notification software programming for new Well #7 alarm points.
4. SCADA Historian reporting software programming updates for Well #7 data.
5. SCADA reporting software programming updates for Well #7 data.
6. Local Operator Interface Terminal Programming to graphically represent Well #7 operation and control information at the pump station.
7. R/M SCADA Analysts will be on-site during the commissioning of Well #7 to perform start-up programming and testing.
8. An R/M SCADA Analysts will provide up to 4 hours of follow-up technical support on-site for programming adjustments.

Items Excluded:

R/M's scope excludes PLC or OIT hardware, equipment installation and electrical wiring.

Responsibilities of others:

The Village of Germantown shall provide a start-up schedule and operating details describing how Well #7 is expected to operate in the water system.

Schedule:

The above-described professional services will be completed by September 30, 2024, assuming full execution of this agreement by May 1, 2024.

Mr. Paul Haugen
Village of Germantown
March 27, 2024
Page 2

The above-described professional services will be performed within 150 days of execution of this agreement.

Fee:

R/M proposes to provide project programming and integration services for the Well #7 Station as defined above for a fee of \$16,900.00.

The above-described professional services will be provided to you in accordance with the attached three page **RM Standard Terms & Conditions** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

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

DCB:sjs
Enclosure(s)
cc: Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

Mr. Paul Haugen
Village of Germantown
March 27, 2024
Page 3

AGREEMENT FOR WATER WELL #7 SCADA PROGRAMMING AND SYSTEM INTEGRATION
Between Village of Germantown
and
Ruekert & Mielke, Inc.
Dated March 27, 2024

CLIENT:

Village of Germantown

Signature: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

CONSULTANT:

Ruekert & Mielke, Inc.

Signature: _____

Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: March 27, 2024

Designated Representative:

Name: David C. Beyer

Title: SCADA Systems Analyst

Phone Number: 262-953-3086

A. Standards of Performance

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

B. Designated Representatives

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

C. Payments to Consultant

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

D. Ownership and Reuse of Documents

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

E. Permits and Approvals

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

F. Opinions of Probable Cost

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

G. Client and Third Party Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

H. Access

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

I. Construction Observation

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

J. Environmental

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

P. Third Party Beneficiaries

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

Q. Severability and Waiver of Provisions

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

R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

END OF DOCUMENT

Page 3 of 3 pages

(Ruekert & Mielke, Inc. Standard Terms and Conditions)

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Presentation

ITEM TITLE: Award of a contract to CTW Wells & Pumps in an amount not to exceed \$30,000 for well cleaning and testing services.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The recent CCTV video was taken from Well 12 which confirmed flow restriction from naturally developing biofilm. To combat this and help return the well to its initially observed capacity, a chemical rehab needs to be done. In order for the scope of the chemical rehab to be developed, the well needs to be mechanically cleaned, step-tested and samples taken for analysis. Based on that we are recommending award of the mechanical cleaning, step-testing and sample analysis to CTW Wells and Pumps in an amount not to exceed \$30,000.

Initially, two quotes were obtained for step-testing and sample analysis (no mechanical cleaning). Municipal Well & Pump quoted \$23,618.00 and CTW Wells and Pumps quoted \$12,867.00. After additional discussions with our consultants, the addition of mechanical cleaning is now recommended. The mechanical cleaning will clean the well and allow for better observations to properly scope the well rehab.

As part of this effort we may incur some additional costs from JH Hassinger, the contractor on the well house construction.

ATTACHMENT:

1. Well 12 Rehabilitation – Geophysical - Pump Test - Sampling 4-8-2024
Ammended

RECOMMENDATION:

Award of mechanical well cleaning, step-testing and sample analysis to CTW Wells and Pumps in an amount not to exceed \$35,000.

ACTION BY Committee:



Speed and Innovation is Our WaterMark

April 8, 2024

Ms Eve Schnell, PE
Foth Infrastructure & Environment, LLC
N122 W17177 Fond du Lac Avenue
Germantown, WI 53022

RE: Well 12 Rehabilitation – Geophysical - Pump Test - Sampling

Dear Ms Schnell,

Thank you for your request for additional estimation on well 12 rehabilitation. Per your 4/5/24 email, we are pleased to estimate the following:

- Apply for DNR approval for prima cord development
- Utilize 100 grain prima cord to “shoot” well below the Karst formation.....**\$2500**
- Install 2” air eduction system to vac material from the bottom of the well and alternately surge and purge well with compressed air.....**\$4411**
- Provide stiff wire 21” diameter brush, complete 100 passes in the borehole.....**\$1980**
- Post treatment color televisé well.....**\$900**
- Provide geophysical testing to include static and dynamic spinner testing.....**\$4600**
- During pump testing, provide 12gpm “thief sampling” pump to obtain samples per WQI recommendation on 4/3/2024.....**\$775**
- Provide meter, gauge, flow control and sample tap. Set 60hp submersible pump at 180’ on 6” drop pipe
- Provide pump testing at the following rates:
 - 200gpm, 400gpm, 600gpm and 800gpm for 90 minutes each
 - Data log drawdown and document flow rates
 - Sample at 2 to 3 minutes and 1-2hrs (per WQI recommendations)
 - Take color samples every 30 minutes
 - Additional pump testing time @ **\$225/hr**
- Remove pumping components and weld cap to well head.....**\$13,889**

Pump and equipment is in stock and could be completed in 7 to 10 working days. DNR approval is approximately 6 to 7 days.

Please let us know if any additional information or clarity in our estimate is required. We appreciate your continued patronage and thank you for your consideration.

Respectfully,

Troy Simonar
CTW Corporation

CTW Corporation
21500 W. Good Hope Road, Lannon, WI 53046
www.ctwcorporation.com (262) 253-6613 Branches: Baraboo, Eau Claire, and Green Bay

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Goldendale Booster Station SCADA Programming and System Integration Agreement

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

This work is associated with our new Goldendale Booster Station which is needed to be integrated into our full SCADA system. Ruekert & Meilke is our proprietary programming firm.

- Cost \$25,750.00

ATTACHMENT:

1. Haugen-20240325-SCADA Programming Proposal

RECOMMENDATION:

Staff recommends approval of the quote from Ruekert & Mielke in the amount of \$25,750.00 for the Goldendale Booster Station SCADA Programming and System Integration Agreement, funds will come from account #50000000-182780.

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 a majority vote.

March 25, 2024

Mr. Paul Haugen
Water Utility Superintendent
Village of Germantown
N122 W17177 Fond Du Lac Avenue
Germantown, Wisconsin 53022-0337

Re: Goldendale Booster Station SCADA Programming and System Integration Agreement

Dear Mr. Haugen:

Ruekert & Mielke, Inc. (R/M) is pleased to submit an agreement to provide SCADA software programming and integration services for the Water Utility Goldendale Booster Station Project.

Project Description:

This project will provide the required programming for the Master Programmable Logic Controller (PLC) and SCADA software at the Utility office to monitor and control the Goldendale Booster Station from the Village of Germantown SCADA system.

Scope of Services:

R/M's scope of services for this project will provide programming and startup services to include:

1. SCADA Master Programmable Logic Controller (PLC) programming to communicate with and set up preliminary controls for the Booster Station PLC via the existing SCADA radio telemetry system.
2. SCADA HMI software programming to graphically represent the Booster Station equipment and system operating controls.
3. Add Master PLC programming and SCADA graphics programming to add new pump lists and controls for the Booster Station. Additional water system controls programming will be required as part of the future Water Tower #4 project.
4. Alarm notification software programming to process alarms from the booster station and notify operations staff.
5. SCADA Historian software programming to collect and process key performance indicator information and booster station equipment operating data.
6. SCADA reporting software programming to present the data collected from the Booster Station.
7. R/M SCADA Analysts will be on-site during the commissioning of the Booster Station to perform start-up programming and testing.
8. R/M will collaborate with the project Electrical Contractor's System Integrator to coordinate the control and monitoring programming required for integration with the Village of Germantown Water Utility SCADA system. This collaboration will include testing of the System Integrator's PLC programming for compatibility with alternate water system control modes that will be required as part of the future Water Tower #4 project.
9. Additional site visits to test the Baker Booster Pump system when it is moved to the Booster Station, and to test the standby generator system when it is installed.

Mr. Paul Haugen
Village of Germantown
March 25, 2024
Page 2

Items Excluded:

Ruekert & Mielke's scope excludes Booster Station PLC or Operator Interface Terminal programming or hardware, equipment installation or electrical wiring. The local control programming for the booster station will be provided by the Electrical Contractor's System Integrator.

Responsibilities of others:

The Village of Germantown shall provide a start-up schedule and operating details describing how the booster station is expected to be controlled by the SCADA system. All booster station hardware including installation and programming will be provided by others.

Schedule:

The above-described professional services will be completed by September 30, 2024, assuming full execution of this agreement by April 19, 2024.

The above-described professional services will be performed within 150 days of execution of this agreement.

Fee:

R/M proposes to provide project programming and integration services for the Goldendale Booster Station as defined above for a fee of \$25,750.00.

The above-described professional services will be provided to you in accordance with the attached three page **RM Standard Terms & Conditions** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

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

DCB:sjs
Enclosure(s)
cc: Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

Mr. Paul Haugen
Village of Germantown
March 25, 2024
Page 3

Agreement for SCADA Programming and System Integration
Between Village of Germantown
and
Ruekert & Mielke, Inc.
Dated March 25, 2024

CLIENT:

Village of Germantown

CONSULTANT:

Ruekert & Mielke, Inc.

Signature: _____

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

Title: _____

Title: Senior Vice President/COO

Date: _____

Date: March 25, 2024

Designated Representative:

Designated Representative:

Name: _____

Name: David C. Beyer

Title: _____

Title: SCADA Systems Analyst

Phone Number: _____

Phone Number: (262) 953-3086

A. Standards of Performance

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

B. Designated Representatives

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

C. Payments to Consultant

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

D. Ownership and Reuse of Documents

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

E. Permits and Approvals

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

F. Opinions of Probable Cost

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

G. Client and Third Party Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

H. Access

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

I. Construction Observation

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

J. Environmental

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

P. Third Party Beneficiaries

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

Q. Severability and Waiver of Provisions

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

R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

END OF DOCUMENT

Page 3 of 3 pages

(Ruekert & Mielke, Inc. Standard Terms and Conditions)

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of contract to Foth Infrastructure for design and bid services for well #2 and #7 generator replacements for an amount not to exceed \$118,000.00.

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to accept the proposal from Foth Engineering to prepare design, bid and recommendation documents for the replacement of well #2 and well #7 generators. These generators need to be replaced due to their age, useful service life and future reliability. Both generators are considered at end of life and the cost for current and future repairs is 1/3 of the cost of a new generator:

A 2023 inspection repair proposal on file for well #2 generator amounted to \$19,054.15. A 2022 inspection repair proposal on file for well #7 generator amounted to \$34,739.43

The generator on well #2 is 28 years old and was purchased used from the Sewer Utility. This generator is housed in an outbuilding whose exterior and floor are deteriorating. The generator at Well #7 is 30 years old.

- Well #2 design \$57,300.00-\$61,600.00
- Well #7 design \$52,600.00-56,400.00

ATTACHMENT:

1. Well No 2 - Gen VFD Repl_and Site Work_Foth_Germantown_Eng Agreement_03-07-2024
2. Well 7 Generator Comparison
3. Well No 7 - Gen Repl_Site Work_Foth_Germantown_Eng Agreement_03-07-2024
4. Well 2 Generator Comparison

RECOMMENDATION:

Staff recommends authorizing water utility staff to hire Foth Engineering for the design and bid services for the generator replacements for Wells 2 & 7 in the amounts of:

- Well #2-61,600.00
- Well #7-56,400.00

Funds to come from account #500000000-182130

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.

Project Title
(the "Project"): Well No. 2 Generator & VFD Replacement, and Site Work
FOTH Project Number: _____
CLIENT Project Number: _____
(If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this 7th day of March, 2024, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Village of Germantown**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Village of Germantown – Water Utility
 Address: PO Box 337, N122W17177 Fond du Lac Ave., Germantown, WI 53022
 Phone No: 262-253-8254 Email Address: phaugen@germantownwi.gov

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

Kick-off and Design

- Project Kick-off meeting (on-site):
 - Foth/Owner/Grindeland.
 - Collect field measurements & data.
- Prepare specifications & plan sheets:
 - Site Work:
 - Demolition of existing generator building, contractor to dispose off site.
 - Removing existing generator, generator base (if applicable), and appendages directed connected to or associated with the generator.
 - Bid alternate (add/deduct) to be included for the contractor to take ownership/keep the existing generator; otherwise, generator to be turned over to the Owner with the contract documents requiring the contractor to pallet & deliver it to a specified storage location within the Village.
 - Evaluate condition of existing slab for potential reuse.
 - If not useable, design concrete slab/pad for new exterior diesel genset/fuel tank (integral unit)
 - Detail/specify a ladder/catwalk system around genset for easier maintenance.
 - Design minor site modifications to accommodate slab/pad (as needed).
 - Redo asphalt walk on south side of well house.
 - Site erosion control and restoration.
 - Existing building work (Exterior):
 - Caping/sealing any penetrations associated with the generator work.
 - Install new lighting fixtures on the south exterior of the well house.
 - Existing building work (Interior):
 - Caping/sealing any penetrations associated with the generator work
 - Any unused conduits to be cut off below the floor and filled with grout & leveled.
 - New Generator/Electrical/I&C
 - Generator sizing/selection & specification – Outdoor generator unit (to replace function of existing indoor unit) to be housed in a factory Level 2 Sound Attenuating enclosure. Genset will be designed to operate on natural gas as the existing genset does.
 - Natural Gas Service modifications (as needed).
 - New VFD and integration with existing controls.
 - New Automatic Transfer Switch
 - New Load Bank Connection Box
 - New feeders, associated generator controls, and minor lighting modifications.
 - Interior/exterior electrical demo & proposed drawings associated with generator work.
 - I&C updates/provisions for tying in the new generator.
 - Coordinate SCADA space/provisions with Dave Beyer (R&M SCADA).
 - Startup & Testing of new generator
- Conduct up to two (2) Teams (virtual) review meeting with Client.
- Provide engineers cost estimate and review with Client.
- Compile/prepare bid package.

Design notes:

Dave Beyer's (R&M SCADA) efforts will be billed directly to the Village and are not included in this agreement.

Beyond what is identified above, no other site work, building improvements, electrical/I&C/SCADA, HVAC, plumbing, or mechanical work is included.

Permitting

- Complete and submit required DNR permitting/approval items:
 - DNR Forms.
 - DNR Review Specifications & Plan sheets.
- Respond to and implement any DNR comments.

Bidding

- Advertise bidding documents & post on Quest CDN (eBid)
- Attend and facilitate a mandatory pre-bid meeting.
- Respond to any bidder questions.
- Prepare and issue up to one (1) Addendum.
- Review and tabulate bid results.
- Prepare recommendation of award letter for Owner.

Items not included:

- Dave Beyer (R&M SCADA) costs.

***Construction Administration & Closeout**

- ~~Preparation of Contract Documents and distribution to Contractor~~
- ~~Issue Notice to Proceed~~
- ~~Coordinate & Attend pre-construction meeting~~
- ~~Review of shop drawings~~
- ~~Issuing change orders (if needed)~~
- ~~Review pay applications~~
- ~~Site Inspection includes:~~
 - ~~On-site inspections (X-Foth site trips estimated)~~
- ~~Process final pay request and closeout documentation~~
- ~~Organize/provide O&M manuals on any new equipment:~~
- ~~Attend start-up~~
- ~~Coordinate Owner training (if needed)~~

* Note: Items shown in gray-strikeout are not included in this Agreement. Foth will estimate and add those items via Addendum for approval by the Village.

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

Design and DNR submittal estimated between 10-12 weeks from receipt of this signed Agreement. Finalization of bid documents and bidding to follow DNR review/response/approval period.

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

☐ Lump-Sum in the amount of \$ _____.00

☐ Unit Cost/Time Charges (Standard Rates)

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00

☒ Other as stated here: Billed hourly per standard year rates, see Exhibit A. Estimated Level of Effort for the above scope:

Kick-Off and Design: \$49,000 – 52,500

Permitting: \$2,500 - 2,800

Bidding: \$5,800 - 6,300

*~~Construction Administration & Closeout: \$ _____~~

Total Estimate thru Bidding (range): \$57,300 - 61,600

Notes:

1. This estimated range will not be exceeded without the Client's pre-approval in writing.
2. If additional scope is requested and approved by the Client, these efforts will be estimated & billed per standard T&M rates.
3. *Construction Administration/Inspection & Closeout efforts are not included. These efforts will be estimated and added by Addendum at the time of contractor award.

Special Conditions (if any):

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

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

CLIENT

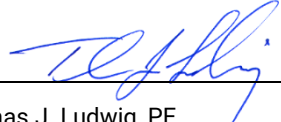
Signed: _____

Name (printed): _____

Title: _____

Date: _____

CONSULTANT

Signed: _____

Name (printed): Thomas J. Ludwig, PE

Title: State Operations Director

Date: March 7, 2024

Signed: _____

Name (printed): Dale R Broeckert, PE

Title: Client Team Leader

Date: March 7, 2024

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

3.0 Fees and Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%. No charges for outside services will be undergone or charged without the Client's pre-approval in writing.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

WELL 7 Comparison

<u>Feature</u>	<u>Cummins</u>	<u>Kohler</u>	<u>Notes</u>
Price	\$ 97,578.00	\$ 101,597.00	Kohler price appears \$4,019 more, but when freight, Microgenius, permitting, possible 2024 increase added they will be approx \$10,000 higher.
Freight	Included	<i>Excluded</i>	
Warranty	2-yr	2-yr	
ATS	N/A	N/A	Re-use existing
Battery Charger	MicroGenius	<i>Generic</i>	
Remote Estop	Included	Included	
Startup and Test	Included	Included	
Alternator sKVA	1372	1750	Kohler offered added for larger set that meets specified 1372.
Alternator Temperature Rise	80c	130C	Kohler will run hotter. Recommended rating is 105C rise for VFDs.
Permitting	Included	<i>Excluded</i>	Cummins including diesel fuel inspection and permitting.
Tank Capacity	660	555	Kohler quoted smaller tank than requested.
Lead-Time	47 weeks	51 to 53 weeks	

NOTES:
Kohler increased price by \$7,426 on Well 12 when freight included, Microgenius charger included, and 5" muffler corrections were made.
The muffler size is not an issue on their Well 7 quote, but if freight cost and MicroGenius charger and permitting changes are made they will be more than \$10k higher than Cummins.
Kohler quote notes that they may have a price increase for 2024. Cummins included the annual increase in their quote.

Recommendation:
Cummins model saves approximately \$10k, larger fuel tank, shorter lead-time, better alternator temperature rise, and physically smaller.
I'd recommend Cummins for this site.

Project Title
(the "Project"): Well No. 7 Generator Replacement, and Site Work

FOTH Project Number: _____
CLIENT Project Number: _____
(If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this 7th day of March, 2024, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Village of Germantown**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Village of Germantown – Water Utility
Address: PO Box 337, N122W17177 Fond du Lac Ave., Germantown, WI 53022
Phone No: 262-253-8254 **Email Address:** phaugen@germantownwi.gov

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

Kick-off and Design

- Project Kick-off meeting (on-site):
 - Foth/Owner/Grindeland.
 - Collect field measurements & data.
- Prepare specifications & plan sheets:
 - Site Work:
 - Design concrete slab/pad for new exterior diesel genset/fuel tank (integral unit)
 - Detail/specify a ladder/catwalk system around genset for easier maintenance.
 - Design minor site modifications to accommodate slab/pad
 - Site erosion control and restoration.
 - Existing building work (Exterior):
 - Caping/sealing any penetrations associated with the generator work.
 - Removal of existing air intake/exhaust mechanicals.
 - Selecting/specifying brick work & CMU wall detail to match existing where existing intake/exhaust mechanicals were. Plywood specified to be used as a temporary closure when waiting for brick work to be complete, no openings allowed overnight.
 - Existing building work (Interior):
 - Removing existing generator, generator base (if applicable), and appendages directed connected to or associated with the generator.
 - Bid alternate (add/deduct) to be included for the contractor to take ownership/keep the existing generator; otherwise, generator to be turned over to the Owner with the contract documents requiring the contractor to pallet & deliver it to a specified storage location within the Village.
 - Caping/sealing any penetrations associated with the generator work
 - Any unused conduits to be cut off below the floor and filled with grout & leveled.
 - New Generator/Electrical/I&C
 - Generator sizing/selection & specification – Outdoor generator unit (to replace function of existing indoor unit) to be housed in a factory Level 2 Sound Attenuating enclosure w/sub-base diesel fuel tank.
 - New feeders, associated generator controls, and minor lighting modifications.
 - Interior/exterior electrical demo & proposed drawings associated with generator work.
 - I&C updates/provisions for tying in the new generator.
 - Coordinate SCADA space/provisions with Dave Beyer (R&M SCADA).
 - Startup & Testing of new generator
- Conduct up to two (2) Teams (virtual) review meeting with Client.
- Provide engineers cost estimate and review with Client.
- Compile/prepare bid package.

Design notes:

Dave Beyer's (R&M SCADA) efforts will be billed directly to the Village and are not included in this agreement. Beyond what is identified above, no other site work, building improvements, electrical/I&C/SCADA, HVAC, plumbing, or mechanical work is included.

Permitting

- Complete and submit required DNR permitting/approval items:
 - DNR Forms.
 - DNR Review Specifications & Plan sheets.
- Respond to and implement any DNR comments.

Bidding

- Advertise bidding documents & post on Quest CDN (eBid)
- Attend and facilitate a mandatory pre-bid meeting.
- Respond to any bidder questions.
- Prepare and issue up to one (1) Addendum.
- Review and tabulate bid results.
- Prepare recommendation of award letter for Owner.

Items not included:

- Dave Beyer (R&M SCADA) costs.

~~*Construction Administration & Closeout~~

- ~~• Preparation of Contract Documents and distribution to Contractor~~
- ~~• Issue Notice to Proceed~~
- ~~• Coordinate & Attend pre-construction meeting~~
- ~~• Review of shop drawings~~
- ~~• Issuing change orders (if needed)~~
- ~~• Review pay applications~~
- ~~• Site Inspection includes:~~
 - ~~◦ On-site inspections (X Foth site trips estimated)~~
- ~~• Process final pay request and closeout documentation~~
- ~~• Organize/provide O&M manuals on any new equipment~~
- ~~• Attend start-up~~
- ~~• Coordinate Owner training (if needed)~~

* Note: Items shown in gray-strikeout are not included in this Agreement. Foth will estimate and add those items via Addendum to be approved by the Village.

Schedule:

Services shall be performed according to the following schedule:

Design and DNR submittal estimated between 8-12 weeks from receipt of this signed Agreement. Finalization of bid documents and bidding to promptly follow DNR review/response/approval period.

Compensation:

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

☐ Lump-Sum in the amount of \$.00

☐ Unit Cost/Time Charges (Standard Rates)

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00

☒ Other as stated here: Billed hourly per standard year rates, see Exhibit A. Estimated Level of Effort for the above scope:

Kick-Off and Design: \$44,000 - 46,800

Permitting: \$2,800 - 3,300

Bidding: \$5,800 - 6,300

~~*Construction Administration & Closeout: \$ _____~~

Total Estimate thru Bidding (range): \$52,600 - 56,400

Notes:

1. This estimated range will not be exceeded without the Client's pre-approval in writing.
2. If additional scope is requested and approved by the Client, these efforts will be estimated & billed per standard T&M rates.

3. *Construction Administration/Inspection & Closeout efforts are not included. These efforts will be estimated and added by Addendum at the time of contractor award.

Special Conditions (if any):

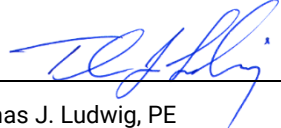
The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

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

CLIENT

Signed: _____
Name (printed): _____
Title: _____
Date: _____

CONSULTANT

Signed: 
Name (printed): Thomas J. Ludwig, PE
Title: State Operations Director
Date: March 7, 2024

Signed: 
Name (printed): Dale R Broeckert, PE
Title: Client Team Leader
Date: March 7, 2024

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

3.0 Fees and Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%. No charges for outside services will be undergone or charged without the Client's pre-approval in writing.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

WELL 2 Comparison

<u>Feature</u>	<u>Cummins</u>	<u>Kohler</u>	<u>Notes</u>
Price	\$ 50,651.26	\$ 66,856.00	Kohler price appears \$16,205 more, but when freight, Microgenius, possible 2024 increase added they will be approx \$20,000 higher.
Freight	Included	Excluded	
Warranty	2-yr gen/1 ATS	2-yr gen/	400Amp
ATS	OTEC	ASCO	
Battery Charger	MicroGenius	Generic	
Remote Estop	Included	Included	
Startup and Test	Included	Included	
Alternator sKVA	791	960	Kohler offered deduct for set with 540 sKVA in lieu of specified 791.
Alternator Temperature Rise	120C	130C	Kohler will run hotter. Recommended rating is 105C rise for VFDs.
Gas Regulator	Excluded	Excluded	
Lead-Time	33 weeks	35 to 40 weeks	

NOTES:
Kohler increased price by \$7,426 on Well 12 when freight included, Microgenius charger included, and 5" muffler corrections were made
The muffler size is not an issue on their Well 2 quote, but if freight cost and MicroGenius charger changes are made they will be more than \$20k higher than Cummins
Kohler quote notes that they may have a price increase for 2024. Cummins included the annual increase in their quote

Recommendation:
Cummins model saves approximately \$20k, shorter lead-time, better alternator temperaature rise.
I'd recommend Cummins for this site.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Consideration of a Blanket PO - New water meters, ongoing replacements, cell heads and purchase of commercial water meters

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to have an ongoing PO not to exceed \$30,000 to Metron-Farnier from Boulder, CO for new water meters, ongoing replacements, cell heads and the purchase of commercial water meters.

ATTACHMENT:

RECOMMENDATION:

Staff recommends authorization to purchase necessary meter replacement items as needed throughout the 2024-meter installation season. Not to exceed 30,000.00. Funds to be taken from Capital budget Acct #50000000-182310

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 PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract for 2024 Sealcoating Program to Fahrner Asphalt Sealers LLC of Waunakee, WI in the amount of \$249,470.40.

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

The 2024 Seal Coating Program was advertised for bids which were received and read on March 28, 2024. One (1) bidder responded to the advertisement all with qualified and accepted bids.

The bids received was from Fahrner Asphalt Sealers, LLC in the amount of \$249,470.40.

The approved seal coating budget is \$250,000, and staff included additive bid items to potentially maximize the amount of work, contingent on the bid pricing. Staff have reviewed the bids and recommends the contract base bid in the amount of \$219,110.40 plus Alternate 4 in the amount of \$30,360.00 be awarded to Fahrner Asphalt Sealers, LLC.

ATTACHMENT:

1. Exhibit A - Bid Item Details

RECOMMENDATION:

Staff recommends awarding the contract to Fahrner Asphalt Sealers, LLC of Waunakee, WI in the amount of \$249,898.85.

ACTION BY Committee:

A motion to support authorize staff and a vote "Aye" is in the affirmative to support the contract award.

3/28/2024

2024 Sealcoating Program (#9014473)

Owner: Germantown, Village of

Solicitor: Germantown, Village of

03/28/2024 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Fahrner Asphalt Sealers, LLC	
						Unit Price	Extension	Unit Price	Extension
Hawthorne Meadows 1+2	1	1	GSB-88	SY	33600			\$1.27	\$42,672.00
Mayflower	2	2	GSB-88	SY	3800			\$1.27	\$4,826.00
N. Park Ave	3	3	GSB-88	SY	5800			\$1.27	\$7,366.00
Old Farm Annex 1	4	4	GSB-88	SY	7200			\$1.27	\$9,144.00
Woodland Manor	5	5	GSB-88	SY	13520			\$1.27	\$17,170.40
River Lane	6	6	Flex Patch	LF	2500			\$6.50	\$16,250.00
River Lane	7	7	Micro Surface	SY	29300			\$2.97	\$87,021.00
Lilac Rd	8	8	Chip Seal	SY	13700			\$2.53	\$34,661.00
Base Bid Total:									\$219,110.40
ALTERNATE 1 - Old Farm Subdivision	9	9	GSB-88	SY	30500			\$1.27	\$38,735.00
ALTERNATE 2 - Colonial Dr - South of Concord	10	10	GSB-88	SY	3200			\$1.27	\$4,064.00
ALTERNATE 3 - High Park Add. 1	11	11	Micro Surface	SY	10750			\$2.97	\$31,927.50
ALTERNATE 4 - Holy Hill Rd - 145 to Division	12	12	Chip Seal	SY	12000			\$2.53	\$30,360.00
									\$249,470.40

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract for WDNR WDPES Permit Education and Outreach Services to Southeastern Wisconsin Watersheds Trust in the amount of \$18,000

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

As part of the Wisconsin Department of Natural Resource's five-year permit cycle for the Wisconsin Pollution Discharge Elimination System (WDPES) Municipal Separated Storm Sewer System (MS4) permit, the Village is required to implement various storm water management aspects including Education and Outreach.

In the 2024 budget, storm water management fees were included to cover the costs of continuing Education and Outreach by the Southeastern Wisconsin Watersheds Trust (SWWT). The SWWT has successfully completed education and outreach for the Village in previous years, as required for the WDNR permit. This request for approval is a continuation of previous efforts, and to complete the current five year permit cycle (2020-2024) in Germantown.

The Southeastern Wisconsin Watersheds Trust (SWWT) also provides Education and outreach to other municipalities in the Milwaukee River TMDL Area, that includes municipalities in Waukesha County, Washington County, Sheboygan County, Ozaukee and Milwaukee Counties. A link to the SWWT Website and outreach materials are enclosed as Exhibits.

Staff plans to evaluate the Village's approach for education and outreach, and other storm water services, for the next five-year permit cycle, and discuss with the Public Works and Highways Committee.

ATTACHMENT:

1. Ex A - 2024 MS4 Programs_Scope
2. Ex B - 2024 MS4 Programs_Invoice
3. Ex C - Presentation

RECOMMENDATION:

Approve a Contract with the Southeastern Wisconsin Watersheds Trust (SWWT) of Milwaukee, WI in the amount of \$18,000 for Education and Outreach services in 2024 to adhere with the Wisconsin Department of Natural Resource (WDNR) and Wisconsin Pollution Discharge Elimination System (WDPES) Municipal Separated Storm Sewer System (MS4) permit requirements against account 10561000-541800.

ACTION BY Committee:

Approve a Contract with the Southeastern Wisconsin Watersheds Trust (SWWT) of Milwaukee, WI in the amount of \$18,000 for Education and Outreach services in 2024 to adhere with the Wisconsin Department of Natural Resource (WDNR) and Wisconsin Pollution Discharge Elimination System (WDPES) Municipal Separated Storm Sewer System (MS4) permit requirements against account 10561000-541800.

2024 Respect Our Waters + Adopt Your Drain Scope of Work

In 2024, the Respect Our Waters and Adopt Your Drain programs shall:

- Identify targeted pollutants of concern, the targeted audience, the delivery mechanism and the entity responsible for implementation (*II.A.1.*)
- Address at least three of the required topics included in the permit (*II.A.2.+3.*), including:
 - Illicit Discharge Detection and Elimination (IDDE) (*II.A.3.1.*)
 - Household Hazardous Waste Disposal/ Pet Waste Management/ Vehicle Washing (*II.A.3.2.*)
 - Yard Waste Management/Pesticide and Fertilizer Application (*II.A.3.3.*)
 - Residential Infiltration (*II.A.3.5.*)
 - Pollution Prevention (*II.A.3.7.*)
 - Green Infrastructure/Low Impact Development (GI/LID) (*II.A.3.8.*)
 - Snow and Ice Control (*II.A.3.9.*)
- Provide a mechanism to track and report the results of this cooperative program (*II.A.*)

In addition to these services, Sweet Water will perform planning and reporting services as required for the MS4 permits. For all topics and services, the targeted pollutants of the 2024 campaign are chemicals and chlorides. However other pollutants will be educated upon as appropriate. For more information about the mechanisms used by the program, target audience, target pollutants, and the municipal role in implementation, please see below or contact a Sweet Water representative.

Service Descriptions

Service 1: Public Service Announcements

Audience: *Residents*

Permit Education Topics Addressed: *Residential Infiltration and/or Snow and Ice Control*

Description: *Sweet Water will manage a campaign using direct mailing, streaming, broadcasting, or other strategies to direct messages about the identified topics to the identified target audiences.*

Municipal Role: *None.*

Measurable Goal Tracking: *Sweet Water will track linked web page views, the number of drains adopted during or after the campaign (exact metric and timeframe will depend on the type of public service announcement), and other metrics as applicable to the type of public service announcement.*

Service 2: Watershed Wednesday Social Media Post + Advertisement Campaign

Audience: *Residents*

Permit Education Topics Addressed: *IDDE; Household Hazardous Waste Disposal/ Pet Waste Management/ Vehicle Washing; Yard Waste Management/Pesticide and Fertilizer Application; Residential Infiltration*

Description: *Sweet Water will manage a social media campaign that is developed for and delivered through Respect Our Waters social media platforms. This campaign will direct posts and advertisements about the identified topics to the identified target audiences.*

Municipal Role: *Share social media posts when alerted by Sweet Water.*

Measurable Goal Tracking: *Sweet Water will track social media interactions, linked web page views, and adopted drains within 72 hours of posting.*

Service 3: In-Person Activities

Audience: *Residents*

Permit Education Topics Addressed: *IDDE; Household Hazardous Waste Disposal/ Pet Waste Management/ Vehicle Washing; Yard Waste Management/Pesticide and Fertilizer Application; Residential Infiltration*

Description: *Sweet Water will:*

- *develop and provide promotional, educational, and tabling tools for partners and community organizations to use at community events;*
- *attend a limited number of tabling events at the request of partners; and*
- *facilitate at least one Adopt Your Drain event per community over the permit term.*

Municipal Role: *Request Sweet Water materials and/or Sweet Water staff attendance at events within the community.*

Measurable Goal Tracking: *Sweet Water will track i) materials given away at each event (and storm drains stenciled if applicable) ii) the number of drains adopted in the MS4 during and after each event, iii) the number of residents impacted and iv) what permit topics were discussed.*

Service 4: Respect Our Waters Website + Topic Web Pages

Audience: *Residents, Appropriate Businesses*

Permit Education Topics Addressed: *Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing; Pollution Prevention; Snow and Ice Control*

Description: *Sweet Water will develop and/or maintain:*

- *pages on the Respect Our Waters website that cover each priority topic; and*
- *a guide that explains how the Respect Our Waters website can be used in partner outreach.*

Municipal Role: *Use the website guide and link to recommended pages on the municipal website.*

Measurable Goal Tracking: *Sweet Water will track the total number of web page views each year.*

Service 5: MS4 Portal + Print/Promotional Materials

Audience: *Residents, Appropriate Businesses, Developers + Designers*

Permit Education Topics Addressed: *IDDE; Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing; Yard Waste Management/Pesticide and Fertilizer Application; Residential Infiltration; Pollution Prevention; GI/LID; Snow and Ice Control*

Description: *Sweet Water will develop and send partners Sweet Water's MS4 Education Portal in 2024. Monthly updates will be made containing resources to use in municipal outreach. By the end of the year, materials and messaging will be developed for each target audience and permit topic.*

Municipal Role: *Follow instructions within the Sweet Water MS4 Education portal to add content to municipal newsletters, websites, social media posts, and/or other mechanisms as appropriate.*

Measurable Goal Tracking: *Tracking educational activities is built into the education portal. Sweet Water will keep track of metrics reported and track web page views and drain adoptions as appropriate.*

Service 6: Adopt Your Drain Ongoing Engagement

Audience: *Residents, Neighborhood Groups, Businesses*

Permit Education Topics Addressed: *IDDE; Residential Infiltration*

Description: *Sweet Water will continuously engage with Adopt Your Drain volunteers through the Adopt Your Drain dashboard, volunteer newsletter, volunteer reminder system, and newly developed Instagram.*

Municipal Role: *Send Sweet Water GIS or other locational data for storm drains, ditches, and swales. Help promote and raise awareness of this program by sharing media.*

Measurable Goal Tracking: *Sweet Water will monitor drain adoptions, reported activity, and other ongoing volunteer activities.*

2024 Technical Education Program Scope of Work

The Technical Education Program shall create resources and opportunities to meet or support the implementation of the following permit requirements. The Program may not create resources and opportunities to meet all of the following permit requirements within 2024 as this program takes a multi-year approach; requirements will be prioritized based on the input of MS4 partners, WDNR representatives, and other knowledgeable stakeholders.

- Implement an education and outreach program designed to achieve measurable goals based upon target audiences, specific storm water quality issues in the community, or identified pollutants of concern (*II.B.2*)
- Provide opportunities for the public to effectively participate in the development, implementation, and modification of the permittee's storm water management program upon request. (*II.C.*)¹
- Provide training resources for staff responsible for implementation of the IDDE program at least once per permit term (*II.D.5.*)
- Provide training resources for municipal staff and other personnel on the Permittee's salt strategy every other year (*II.G.1.c.*)
- Provide training resources for appropriate municipal staff and other personnel involved in implementing pollution prevention programs (*II.G.6.*)

In addition to all services described below, Sweet Water will perform planning and reporting services as required for partners to be compliant with MS4 permits. For more information about any of these services, and partner roles associated with each service, contact any Sweet Water representative.

¹ Please note that Sweet Water can not receive or consider public comments on permit activities. Sweet Water's services would assist the MS4 in the implementation of certain mechanisms to *effectively* receive comments. See Service 3 for more details.

Service Descriptions

Service 1: Individual Public Education Activity

Permit Section: II.B.1 + II.B.2

Description: Sweet Water will plan and facilitate the implementation of an activity to meet individual public education needs before applicable permit deadlines. Specific activities will include:

- Evaluation of stormwater needs via survey or other appropriate method (II.B.1.a) (Completed in 2020)
- Submission of the list of prioritized needs and include rationale (II.B.1.b) (Completed in 2021)
- Provision of education and outreach within the MS4 boundary for at least one prioritized education topic identified in Section II. B. 1. (II.B.2.a)
- Development of metrics that will be used for measuring progress after the event (II.B.2.b)
- Submission as part of the permit application a summary of the results of the education efforts and planned targeted education for the next permit term (Due). (II.B.2.c)

Municipal Role: Participate in community stormwater education needs assessment. Provide input on plan to meet needs and assist in promotion and implementation of activity as appropriate. Serve as contact for Sweet Water throughout the duration of the activity, provide requested documentation to assist with metrics.

Measurable Goal Tracking: Dependent on activity.

Note: Activities to meet this requirement will take place over a multi-year period.

Service 2: Clean Rivers, Clean Lake Conference + Quarterly Meetings

Potential Relevant Permit Sections: II.A.3.1-II.A.3.9.; II.C.; II.D.5; II.G.1.c.; II.G.6.

Description: Sweet Water will coordinate quarterly meetings and an annual conference (which will take the place of one quarterly meeting) in which MS4 partners can discuss permit activities and receive training on select permit requirements.

Municipal Role: Attend the conference and quarterly meetings. Provide input to ensure that priority topics are developed. Participate in surveys and other mechanisms to achieve measurable goals of the program. Lead municipal-specific components of training activities as appropriate.

Measurable Goal Tracking: Sweet Water will develop surveys, quizzes, and other mechanisms as appropriate to measuring the accomplishments of these events.

Service 3: MS4 One-Stop-Shop

Potential Relevant Permit Section: II.A.3.1-II.A.3.9.; II.C.; II.D.5; II.G.1.c.; II.G.6.

Description: Sweet Water will develop customized MS4 staff training materials and materials to support public involvement activities and make them available on the Sweet Water website. While Sweet Water has a variety of topics covered, additional resources can be developed in conjunction with the MS4 upon request.

Municipal Role: Use MS4 staff training materials and/or request new materials if needed. Request Sweet Water's support at training and/or public involvement events.

Measurable Goal Tracking: Sweet Water will develop surveys, quizzes, and other mechanisms as appropriate to measuring the accomplishments of these activities when required.

Agreement between Southeastern Wisconsin Watersheds Trust, Inc. (Sweet Water) and the Village of Germantown for Contracted Services

The Village of Germantown and Southeastern Wisconsin Watersheds Trust, Inc. agree to the terms laid out in the Scope of Work provided. The Village of Germantown shall pay Southeastern Wisconsin Watersheds Trust, Inc. a sum of \$18,000. The Village of Germantown shall pay Southeastern Wisconsin Watersheds Trust, Inc. within 45 calendar days after receiving the invoice. If the statement amount is disputed, the Village of Germantown may withhold payment and will provide a statement as to the reason(s) for withholding payment.

<i>Respect Our Waters</i>	<i>\$4,100</i>
<i>Technical Education</i>	<i>\$12,000</i>
<i>Adopt Your Drain</i>	<i>\$1,900</i>
Total 2024	\$18,000

Southeastern Wisconsin Watersheds Trust, Inc. agrees to protect and hold the Village of Germantown harmless against all actions, claims and demands of any kind or character whatsoever which may in any way be caused by or result from the intentional or negligent acts of Southeastern Wisconsin Watersheds Trust, Inc., its agents, its employees, its volunteers, or its subcontractors related to the performance of its contract or be caused or result from any violation of any law or administrative regulation, and shall indemnify or refund to the Village of Germantown all sums including court costs, attorney fees and punitive damages which the Village of Germantown may be obliged or adjudged to pay on any such claims or demands within thirty (30) days of the date of the Village of Germantown's written demand for indemnification or refund.

Name:

Title:

Date:

Signature:

Name: **Jacob Fincher**

Title: Executive Director - Southeastern Wisconsin Watershed Trust, Inc.

Date:

Signature:



Southeastern Wisconsin Watersheds Trust, Inc.
600 E Greenfield Ave
Milwaukee, WI 53204
+1 2627162211
<http://www.swwtwater.org>

Invoice 1692

BILL TO

Attn: Engineering Dept
Village of Germantown
N112 W17001 Mequon Rd
PO Box 337
Germantown, WI 53022

DATE
02/06/2024

PLEASE PAY
\$18,000.00

DUE DATE
03/07/2024

ITEM DESCRIPTION	QTY	RATE	AMOUNT
2024 Respect Our Waters: General Education MS4 Permit Program	1	4,100.00	4,100.00
2024 Adopt Your Drain: Involvement Campaign	1	1,900.00	1,900.00
2024 Technical Education: Individual Education MS4 Permit Program	1	12,000.00	12,000.00

TOTAL DUE

\$18,000.00

THANK YOU.

Outline

- Stormwater Requirements
- Background
- Our Programs
- Next Steps



1

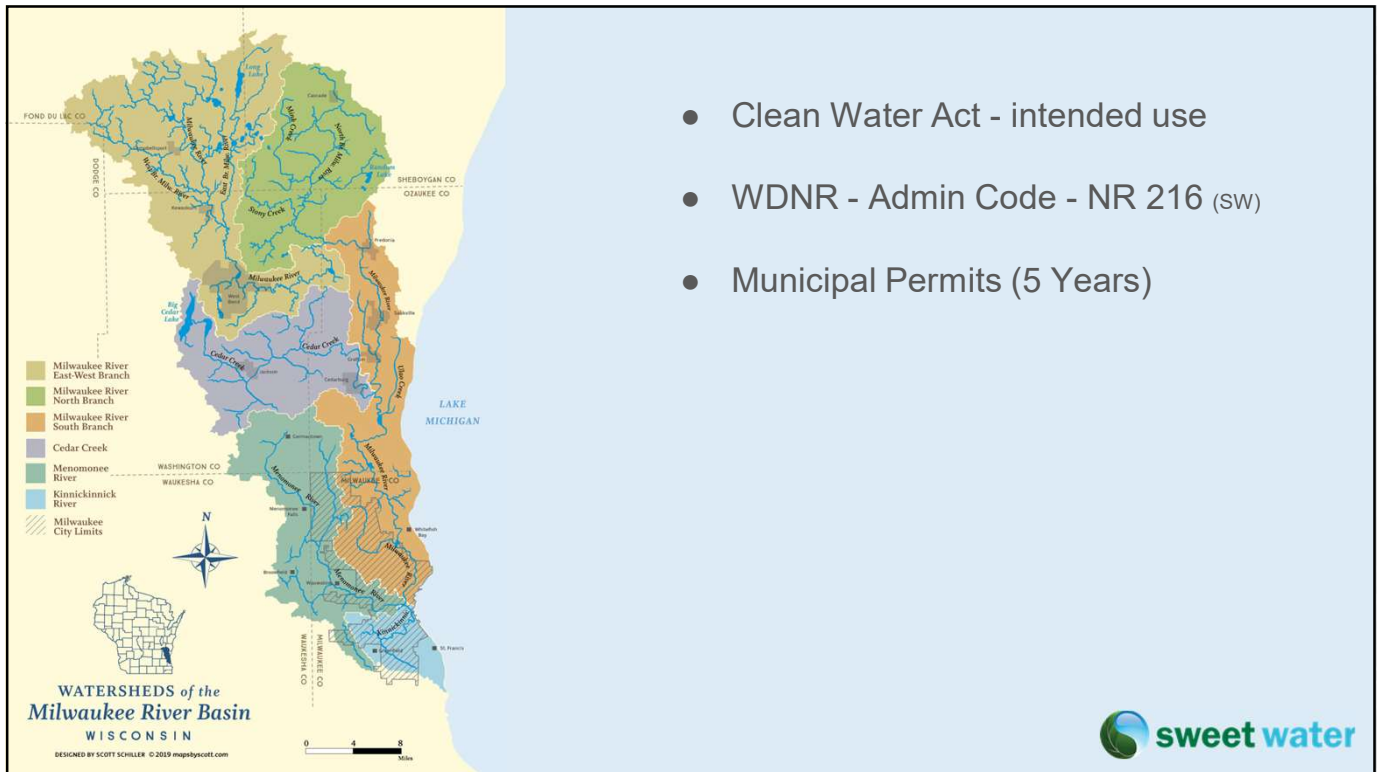


**Southeastern Wisconsin Watersheds
Trust, Inc.**

501(c)3
Science-Based
Non-Advocacy

Work w/ 32 municipalities and counties
to ensure rivers are healthy for
swimming, fishing, and drinking. ~ EPA

2



3



4

20 Years of Sweet Water Programming

- 6 Minimum Control Measures
- Our Programs assists in meeting:
 - Education and Information Outreach
 - Public Involvement
 - Illicit Discharge Detection
 - Pollution Prevention



5

Fact Sheet for WPDES Permit No. WI-S065404-02

II. A and B. Public Education and Outreach

The previous permit required the Menomonee River Watershed Permittees as a group to increase awareness of how the combined actions of human behavior influence storm water pollution and its effects on the environment. The permittees were to identify target audiences, establish measurable goals, and develop a mechanism for evaluating effectiveness. The specific education topics included items such as illicit discharge impacts, habitat degradation, yard waste management, proper BMP design and installation, and BMPs for snow and ice removal. The permittees have combined resources to support Southeastern Wisconsin Watersheds Trust's Respect Our Waters campaign to provide broad education and outreach to the watershed. The reissued permit will build upon this foundation and broad education program and provide for more targeted education and outreach.

During permit development the permittees expressed interest continuing the group Education and Outreach program. Therefore, the requirements to address the nine broad education topics will remain a group condition and the permittees will need to track and report the education topics, target audiences, targeted pollutants, and delivery mechanism on the annual report. Should a permittee choose not to participate in the group effort, that permittee will be expected to provide education on all topics during the permit term as specified in Table 1 of Section II. A. 3.

The permit removes the group requirement to evaluate the effectiveness of the outreach program. Instead, this permit requires focused, localized education by each MS4 permittee. The goal of the individual education program is to identify storm water education needs of the community and provide targeted education based on the identified needs. The permit specifies 18 months (by September 30, 2021) for each permittee to identify and prioritize the specific storm water quality issues or pollutants of concern in the community. The permittees have flexibility to use a survey or other methods to learn what their MS4 education needs are.

The last education and outreach requirement is for each MS4 to complete targeted education. The MS4 should use the results of the evaluation and prioritization to select a topic for targeted education within their MS4. The permittees will have an additional 24 months (by September 30, 2023) to develop and provide the education material. The permittees will need to identify metrics which will be used to measure the effectiveness of their targeted education. For example, if leaf collection and disposal methods are identified by residents as an education need, the permittee could assess quantity of leaf litter in roadways before and after education is provided. After completion of the targeted education, the permittees will have to submit a summary of the results with the next permit application along with plans for targeted education in the next permit term.

- Written in 2020
- MNM Group approach via SWWT is trusted, compliant, and reliable.
- The WDNR is continuing to require general, broad education.
- The WDNR is requiring a "new" MS4-specific set of actions this permit term
- SWWT developed a very specific program to meet these needs.

DELETE

6

The WDNR Mandates (A):

A. GROUP PUBLIC EDUCATION AND OUTREACH CONDITIONS

The Menomonee River Watershed Permittees shall implement a **written** public education and outreach program to increase the awareness of how the combined actions of human behavior influence storm water pollution and its effects on the environment. The public education and outreach program may incorporate cooperative efforts with other entities not regulated by this permit provided a mechanism is developed and implemented to **track** the results of these cooperative efforts and **reported** annually.

- 5 year plan
- "MS4 Portal"
- Annual eReports

DELETE

7

Permit
Requirement:

Sweet Water
Program:

Germantown Programming

• II.A Education and Information Outreach

- Group Education
- 9 required topics
- Multiple target audiences
- Written Plan
- Metrics
- Reporting

• Respect Our Waters

- All topics
- All target audiences
- TV, radio, events, social media, more
- 5 year plan
- Simplified reporting
- Germantown results



8

2023 Examples

Respect Our Waters

- All topics
- All target audiences
- TV, radio, events, social media, more
- 5 year plan
- Simplified reporting
- Germantown results

○ Reporting

9

Permit Requirement:

Germantown Programming

Sweet Water Program:

- **II.A Education and Information Outreach** (group)
- **II.B Education and Information Outreach** (Individual)
 - Assessment
 - Prioritization
 - Implementation
 - Result-driven metrics
 - Prepare for next cycle

- **Respect Our Waters**
- **Technical Education**
 - In addtn to group education...
 - Germantown-specific activities
 - Review Comprehensive Plan
 - Developed Germantown-specific stormwater improvement activity
 - Internal training resources
 - Next steps...

10

MS4s Requested

When WDNR was drafting new (current) permit

SWWT sent survey to understand where communities need help. Results:

- Individual/Municipal-specific Education
- Internal Training materials
- Group learning opportunities and resource sharing.

Created the **Technical Education** Program to meet these needs

Big difference:

- Communities have opportunity to create custom services
- Flip side, if we don't get much direction, we will create something that simply checks the box of the requirements.

DELETE

11

B. INDIVIDUAL EDUCATION AND OUTREACH CONDITIONS

Each MS4, excluding Milwaukee County, must implement an education and outreach program designed to achieve measurable goals based upon target audiences, specific storm water quality issues in the community, or identified pollutants of concern. The permittee must:

1. Evaluate the Storm Water Education Needs of their individual community by September 30, 2021. The permittee shall:
 - a) Conduct a survey or use other appropriate methods to identify their education needs.
 - b) Submit a list of prioritized storm water education needs for their community including the methods and rationale used for prioritization.
2. Complete Targeted Education. The permittee shall:
 - a) By September 30, 2023, provide education and outreach within the MS4 boundary for at least one prioritized education topic identified in Section II. B. 1.
 - b) Develop metrics that will be used for measuring progress after the education event has been held.
 - c) Submit as part of the permit application (due September 30, 2024), a summary of the results of the education efforts and planned targeted education for the next permit term.

The permit removes the group requirement to evaluate the effectiveness of the outreach program. Instead, this permit requires focused, localized education by each MS4 permittee. The goal of the individual education program is to identify storm water education needs of the community and provide targeted education based on the identified needs. The permit specifies 18 months (by September 30, 2021) for each permittee to identify and prioritize the specific storm water quality issues or pollutants of concern in the community. The permittees have flexibility to use a survey or other methods to learn what their MS4 education needs are.

The last education and outreach requirement is for each MS4 to complete targeted education. The MS4 should use the results of the evaluation and prioritization to select a topic for targeted education within their MS4. The permittees will have an additional 24 months (by September 30, 2023) to develop and provide the education material. The permittees will need to identify metrics which will be used to measure the effectiveness of their targeted education. For

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The last education and outreach requirement is for each MS4 to complete targeted education. The MS4 should use the results of the evaluation and prioritization to select a topic for targeted education within their MS4. The permittees will have an additional 24 months (by September 30, 2023) to develop and provide the education material. The permittees will need to identify metrics which will be used to measure the effectiveness of their targeted education. For example, if leaf collection and disposal

- Permit = little guidance
- Fact Sheet helps
- Ultimately, need to coordinate w/ WDNR

G. POLLUTION PREVENTION

Each municipality shall develop and implement a written pollution prevention program that establishes measurable goals for pollution prevention. The program shall include:

5. **Training:** All staff responsible for implementation of the IDDE program shall receive training at least once per permit term. This includes office staff, field staff, and emergency response staff (police and fire departments).

1. Winter Road Management:

- a) Road salt or other deicer shall not be applied in quantities larger than required to maintain public safety. The permittee shall develop and implement a written salt application or salt reduction strategy to minimize over application of deicers. The strategy shall include a description of the temperature, precipitation event, and road conditions, and other factors which warrant different management techniques. The plan will also include a description of the equipment and products used for road management.
- b) All salt application equipment shall be calibrated annually beginning November 2020. Calibration methods shall be documented in the salt application strategy or similar document and calibration records kept for 5 years.
- c) Training on the Permittee's salt strategy shall be provided at a frequency no less than every other year.
- d) The quantity of salt and other deicing products shall be tracked on a monthly basis and reported on the annual report.

lic works related municipal WPPP). The SWPPPs shall:

sites without a SWPPP.

Code, minus the monitoring

be located here:

16/11/27.

property and annual facility

on implementation of the

6. Internal Training and Education:

The permittee shall provide education for appropriate municipal and other personnel involved in implementing the pollution prevention programs. Documentation shall be maintained of the date, the names of each person attending, and the content of the training.

DELETE

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Technical Education: Program Overview

Participants Receive:

- Service to develop, design, and carry out their individual activity within the permit term, meeting all deadlines.
- DNR verification throughout the entire process
- Confidence that all deliverables for the individual activity are submitted on time
- Training resources and tracking mechanisms for compliance
- Availability to create and present new trainings upon request for MS4 credit
- Tracking documentation for Annual eReport, ensuring credit is received.

Permit:

WDNR requires through the MS4

Section:	Requirement	Year of Permit (1-5)
II.B.1.a	Survey	1
II.B.1.b	Prioritize	2
II.B.2.a	Implement	3
II.B.2.b	Metrics	3,4,5
II.B.2.c	Impact	5
II.C - ... II.D.5 II.G.1.c II.G.6	...	1-5

 **sweet water**
SOUTHEASTERN VIRGINIA REGIONAL WATERShed PROGRAM, INC. **DELETE**

13

Permit
Requirement:

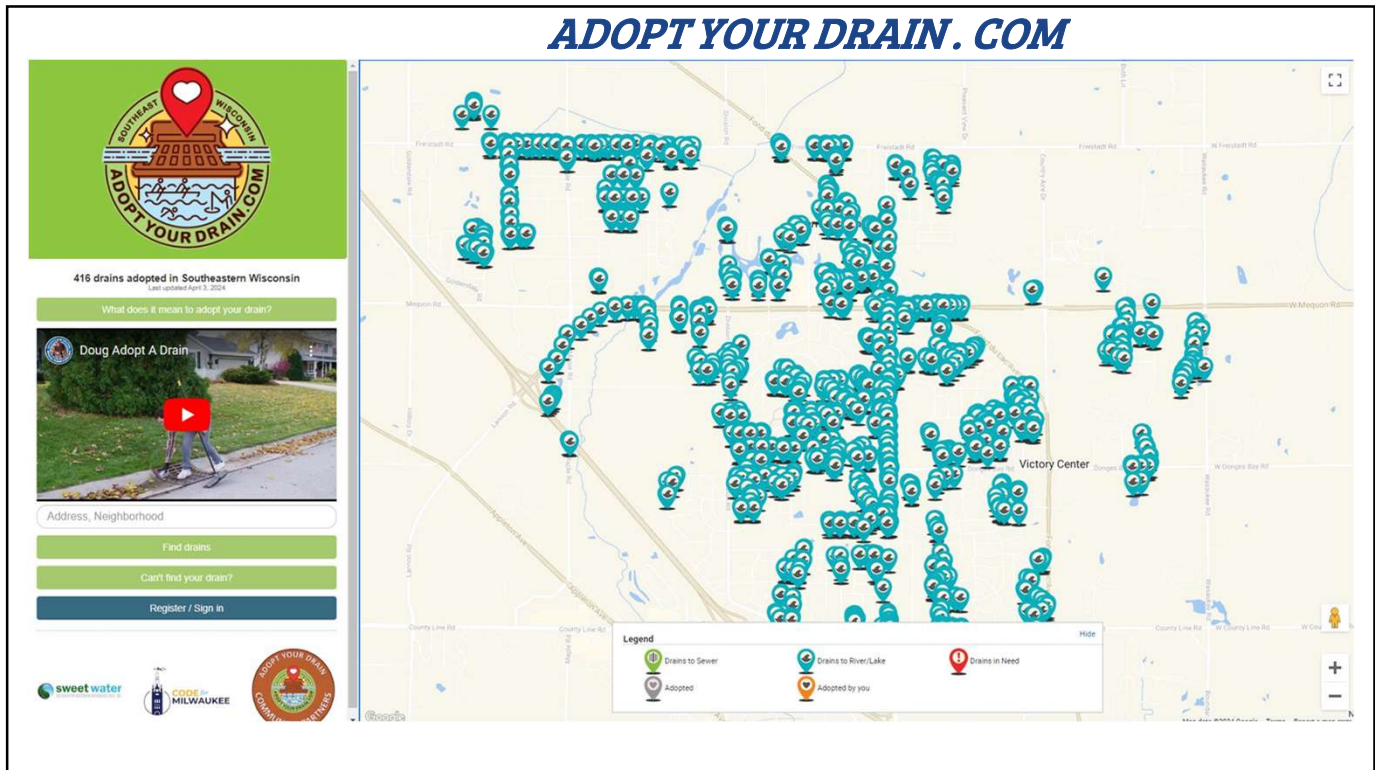
Sweet Water
Program:

Germantown Programming

- **II.A** Education and Information Outreach (group)
- **II.B** Education and Information Outreach (Individual)
- **II.C** Public Involvement
 - Workshops, public meetings, etc.
 - Next step of education
- Respect Our Waters
- Technical Education
- Adopt Your Drain
 - Assists w/ Edu metrics
 - Public involved in preventing pollution



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Next Steps

- We are in year (5 of 5) of the current MS4 permit
- Reporting, documenting behavior change
- Submitting WDNR-required information for the next 5 year permit term
- WDNR has allowed the continued group approach and Sweet Water's approach to meet municipal-specific requirements of the MS4 permit



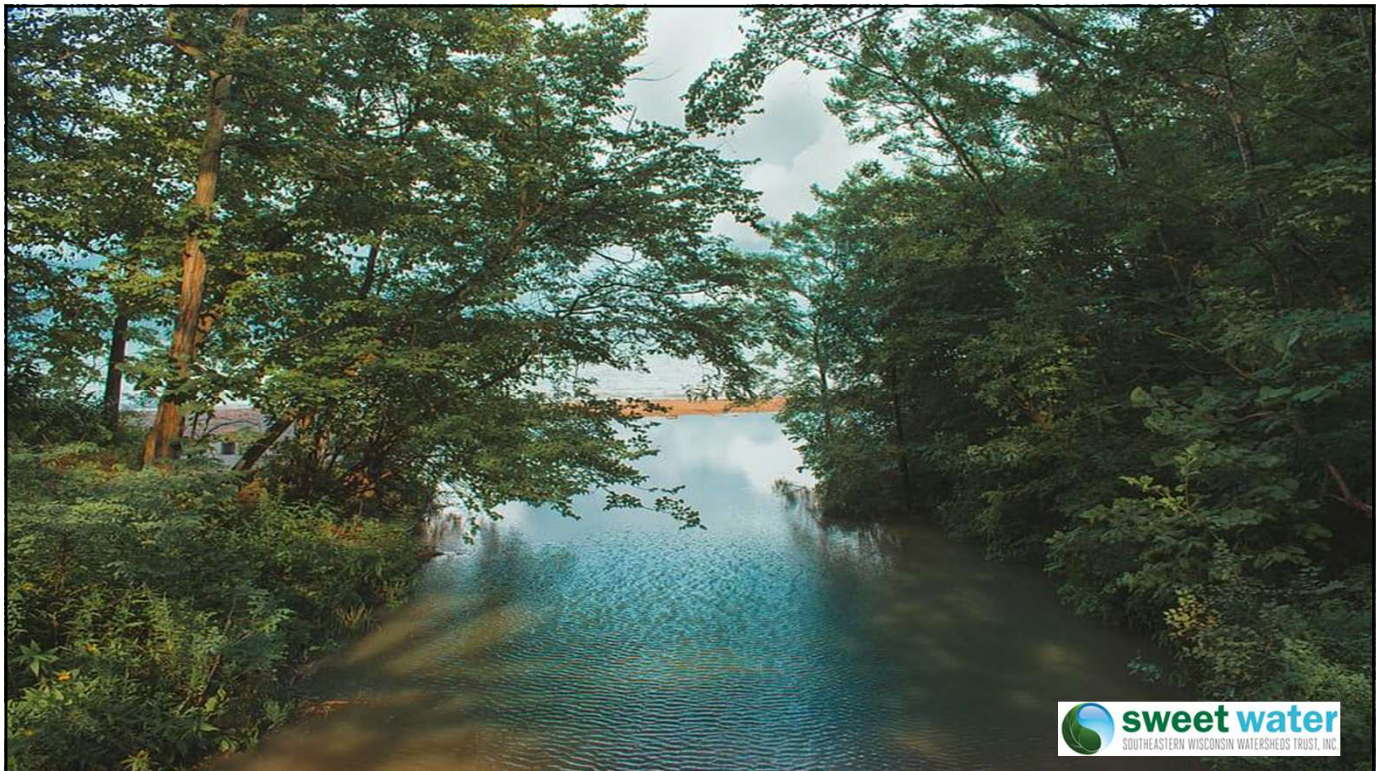
16

Questions

- **Jacob Fincher**
 - **Executive Director**
 - fincher@swwtwater.org
 - **262-716-2211**



17



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Example of Permit Complexity

The Permit says:

- Identify target audiences, establish measurable goals, and develop mechanisms for evaluating effectiveness.

What they mean:

- Identify target audiences
 - Educate landowners, businesses, developers, internal staff, and elected officials, about 9 sources of stormwater pollution. Not only that, provide justification about why the topics were chosen, explain why it relates to each target audience, and create strategies that ensure the message reaches the intended audiences. Setting up a table at an event would not be considered "compliant".
- establish measurable goals
 - The education strategies have to have a specific approach AND the WDNR decides if they are suitable goals or not. This requires communication and coordination to ensure activities are compliant.
- and develop mechanisms for evaluating effectiveness.
 - The WDNR wants municipalities to prove that the education is changing individual's behavior. This means creating an educational flyer or talking to residents would only be the first step of compliance. At some point, the educational activity needs to demonstrate that as a result of its implementation, someone changed how they behave, manage their property...

DELETE

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Respect Our Waters 5 Year Education Program	
Permit Requirements Addressed	
II.A	Provided a mechanism is developed and implemented to track the results of these cooperative efforts and reported annually.
II.A.1	For each topic in Table 1, identify targeted pollutants of concern, the targeted audience, delivery mechanism and the entity responsible for implementation.
II.A.2	Address all topics at least once during the permit term with a minimum of 3 topics being addressed, either collectively or individually, each year. Topics may be repeated as necessary.
II.A.3	Address the topics in Table 1.
SWWT Activities	
Direct MS4 Compliance	Developed a 5 year plan to address different priority pollutants, target audience, permit topics, and delivery mechanisms to ensure there appropriately addressed throughout 5 year cycle.
	Address all target audiences outlined in the DNR ePermitting system by the end of the 5 year cycle, with repetition when relevant.
	Address all permit topics outlined in the permit by the end of the 5 year cycle and at least a minimum of 3 per year, with repetition when relevant.
	Attend community tabing event and/or provide materials for community organizations or municipal staff to use.
	Develop interactive educational booth to set up to engage community on stormwater pollution topics.
	Be available to create new, personalized education materials upon request
	Develop educational materials to be distributed through municipal channels.
	Create and disperse educational materials on behalf of the MS4 via social media.
	Develop and distribute mailers to select target audiences.
	Track reach and impact of educational efforts throughout year.
Watershed-Wide MS4 support	Write annual report narrative of education and involvement activities throughout the year.
	Consult with DNR on annual Reporting.
	Regional approach to watershed education via consistent messaging throughout the region
	Gain credit for statewide stormwater initiatives via Sweet Water's participation.
	Tracking booth visitors at all events to capture community engagement outside municipal boundaries



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Technical Education 5 Year Education Program	
Permit Requirements Addressed	
II.B	Conduct a survey or use other appropriate means to identify education needs Submit a list of prioritized needs for their community including the methods and rationale used for prioritization Provide education and outreach within the MS4 boundary for at least one prioritized education topic Develop metrics that will be used for measuring progress after the education event has been held Submit a summary of the results of the education efforts and planned targeted education for the next permit term
II.C	Implement a public involvement and participation program
II.D.5	All staff responsible for the implementation of IDOE program must receive training at least once per permit term
II.G.1.c	Training on the permittee salt strategy is required every other year
II.G.6	Provide training for all personnel involved in implementing pollution prevention programs, document the date, names and content
SWWT Activities	
Direct Individual MS4 Compliance/MS4 Annual Report Credit	Consult with DNR on "other appropriate method" to identify education needs Assess community via comprehensive plan review and targeted stakeholder and staff discussions Develop a stormwater education priority needs list, ensure MS4 submits to DNR on time Document and supplement activities already meeting education needs, assist MS4 in evaluation Develop planning documents for individual education activity including metrics plan, review with DNR, modify if needed for approval Carry out activity and manage all aspects ensuring successful rollout. Work with outside consultants when necessary, work with local community groups when relevant Obtain metrics, providing assistance to MS4 staff to ensure that data is captured Write summary report of activity and results, ensure that MS4 submits with permit reapplication Develop and share training materials to meet a variety of permit training requirements, host on password protected One-Stop-Shop Develop tracking sheet and post training quizzes to assist in tracking compliance Be available to create new, personalized training materials upon request Speak/present at municipal events/public meetings on MS4 permit topics, upon request Organize technical education meetings for permit group members to discuss relevant MS4 topics, funding resources, troubleshooting, and opportunities to learn from other communities
Watershed-Wide MS4 support	Work with MS4s to develop smarter, better permits and submit as a group Organize and host annual CRCL Conference which provides MS4 relevant presentations covering various permit topics and opportunities to engage with MS4 permit holders Receive training from the DNR on municipal yard inspections to assist MS4s preparedness for an audit Develop materials on education and outreach to prep MS4s for and audit Advise MS4s on various areas of permit compliance, such as benchmark setting, bacteria testing Seek grant support and manage grant project for MS4 compliance, upon request Engage in work with scientists, policy makers and MS4 permit holders to reevaluate methods used for various aspects of permit compliance increase efficiencies Ensure that MS4 partners are aware of local stormwater happenings that are relevant to them, such as Stormwater Week Work with the DNR on BMP and LTMA management systems



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Adopt Your Drain Program	
Permit Implications	
II.A	Provided a mechanism is developed and implemented to track the results of these cooperative efforts and reported annually.
II.A.3	Address the topics in Table 1.
SWWT Activities	
Direct MS4 Compliance	Educational messages of this campaign are formulated in the context of the required education topics outlined in MS4 permit.
	Sends quarterly newsletters to drain adopters
	Tracking and reporting services to facilitate reporting activities in MS4 annual reports
	Provide access to stenciling materials so residents can stencil local drains for active education credit.
Watershed-Wide MS4 support	Access to our virtual library of educational materials to insert into municipally owned social media accounts, websites, and newsletters, and more
	Monitoring the effectiveness of regional education through drain adoptions



22

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Action Item

ITEM TITLE: WisDOT State-Municipal Financial Agreement (SMFA) for Sidewalk in STH 145/Fond du Lac Avenue in the amount of \$51,000

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

WisDOT hosted an operational planning meeting in March and notified Village staff that 1,635 feet of sidewalk is planned in the state jurisdiction of WIS 145. However, the WisDOT staff indicated that a 50/50 cost share funding agreement is required. The current estimate for the sidewalk is \$51,000. However, estimates are not binding and would be based on the actual unit bid price for the overall lowest bidder, and that is unknown. The project let/award schedule is Fall 2028. This \$51,000 could be allocated in the Village's 2028 Road Program.

Currently, there is no continuous sidewalk between Main Street and Firemen's Park/Park Avenue along Fond du Lac Avenue / WIS 145.

This sidewalk work would also be consistent with the US EPA Saxony Village connectivity plan.

ATTACHMENT:

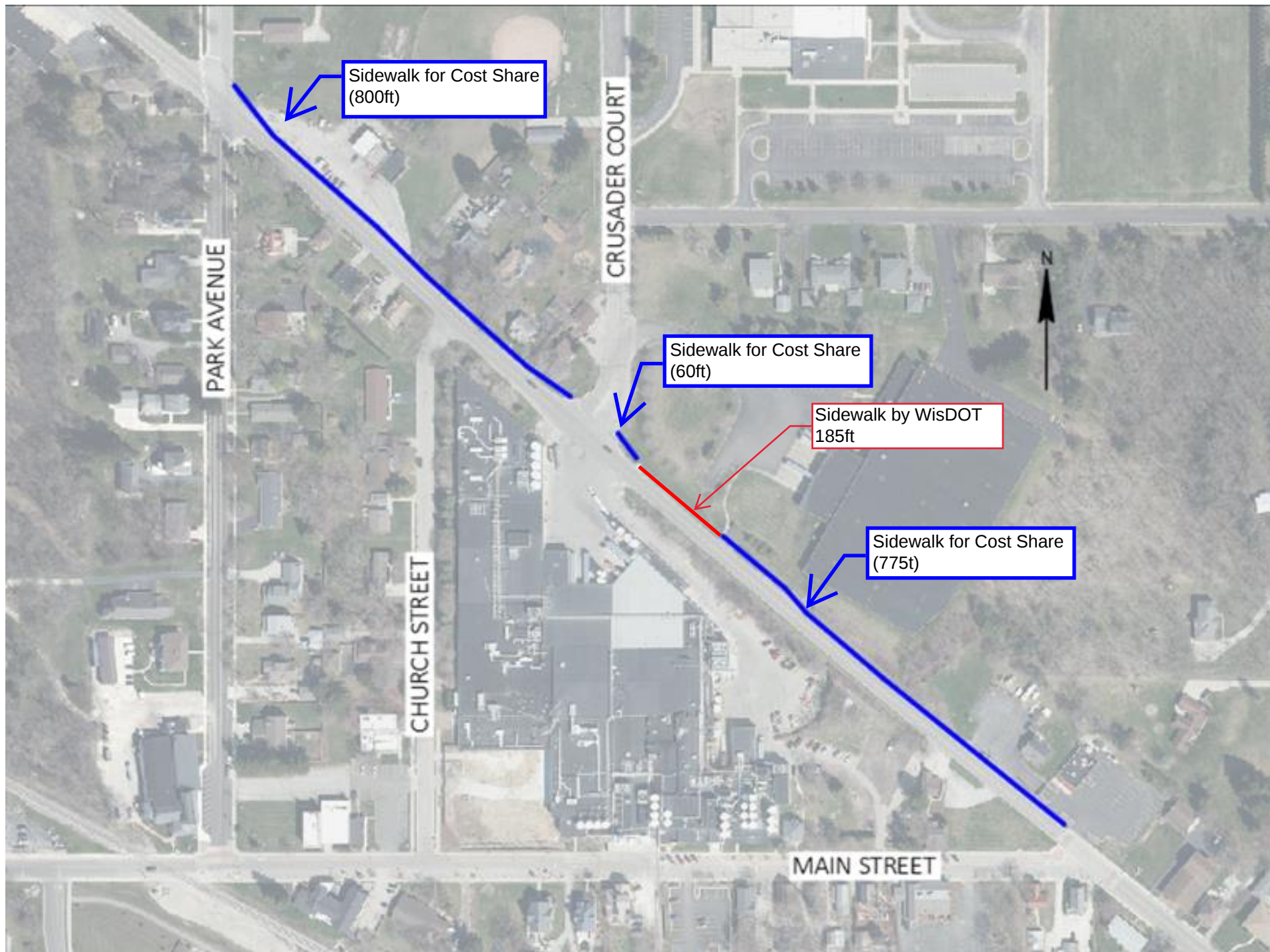
1. Ex A - Map
2. Ex B - Connecting Historic Main Street

RECOMMENDATION:

Enter into a State-Municipal Financial Agreement (SMFA) with WisDOT for project 2475-13-70. Allocate budget consistent with approved planning efforts, and consider adding categorical budget for sidewalks and sidepaths.

ACTION BY Committee:

A motion to support authorize staff and a vote "Aye" is in the affirmative to support the budgeting and construction of the sidewalk.



WIS 145 Project (2475-13-70) Resurfacing from Disivion to Pilgrim Road (9/12/2028 LET)

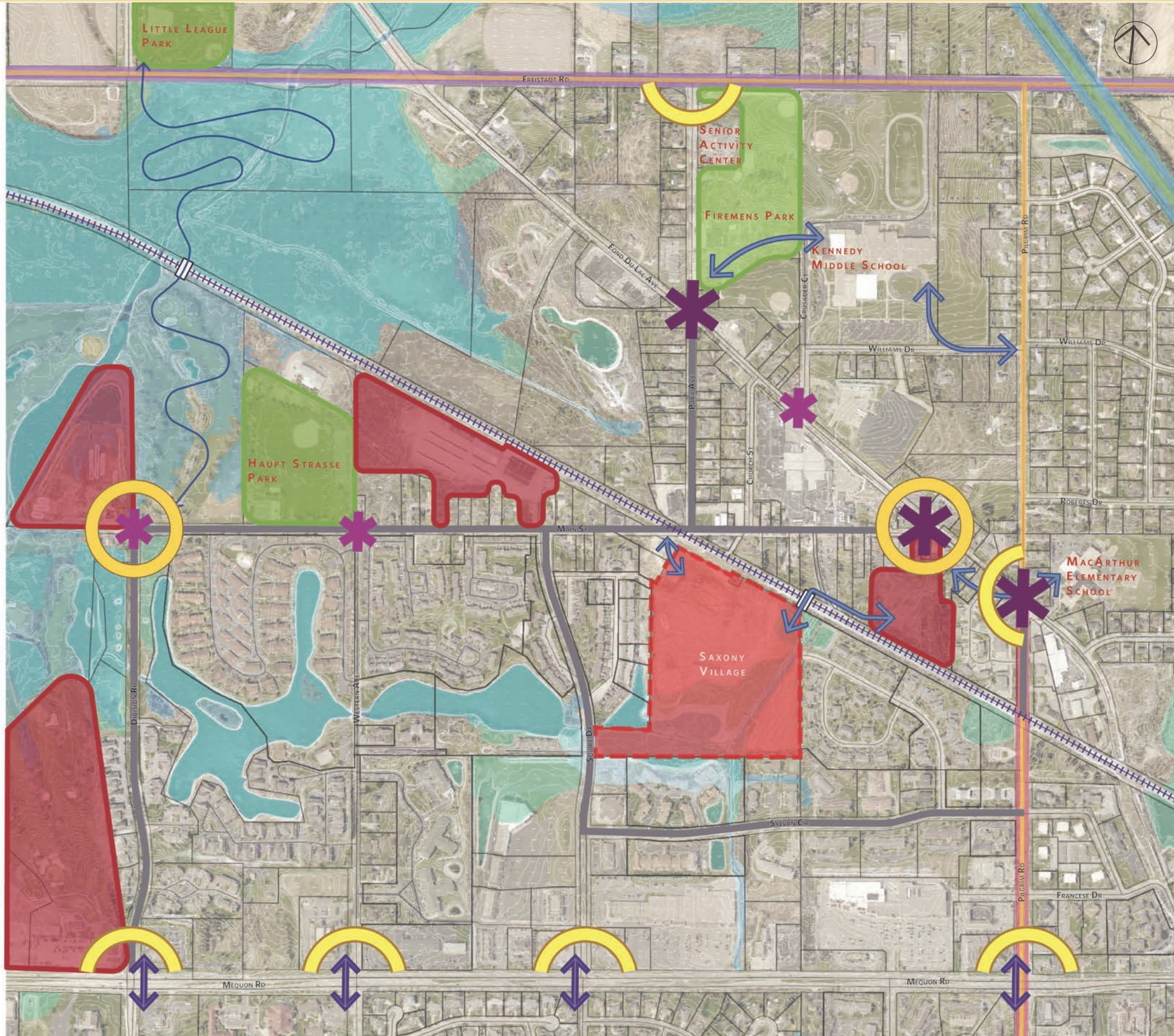
CONNECTING SAXONY VILLAGE

VILLAGE OF GERMANTOWN HISTORIC MAIN STREET

U.S. EPA LAND REVITALIZATION TECHNICAL ASSISTANCE



Selected Slides from 2018 (related to STH 145 project 2475-13-00/70)



LEGEND

-  PARCELS
 SAXONY VILLAGE SITE LOCATION
 OPEN SPACE / PARKS
 RAILROAD (WISCONSIN AND SOUTHERN RAILROAD)

HYDROLOGY

-  100 YEAR FLOOD
 500 YEAR FLOOD
 WETLANDS

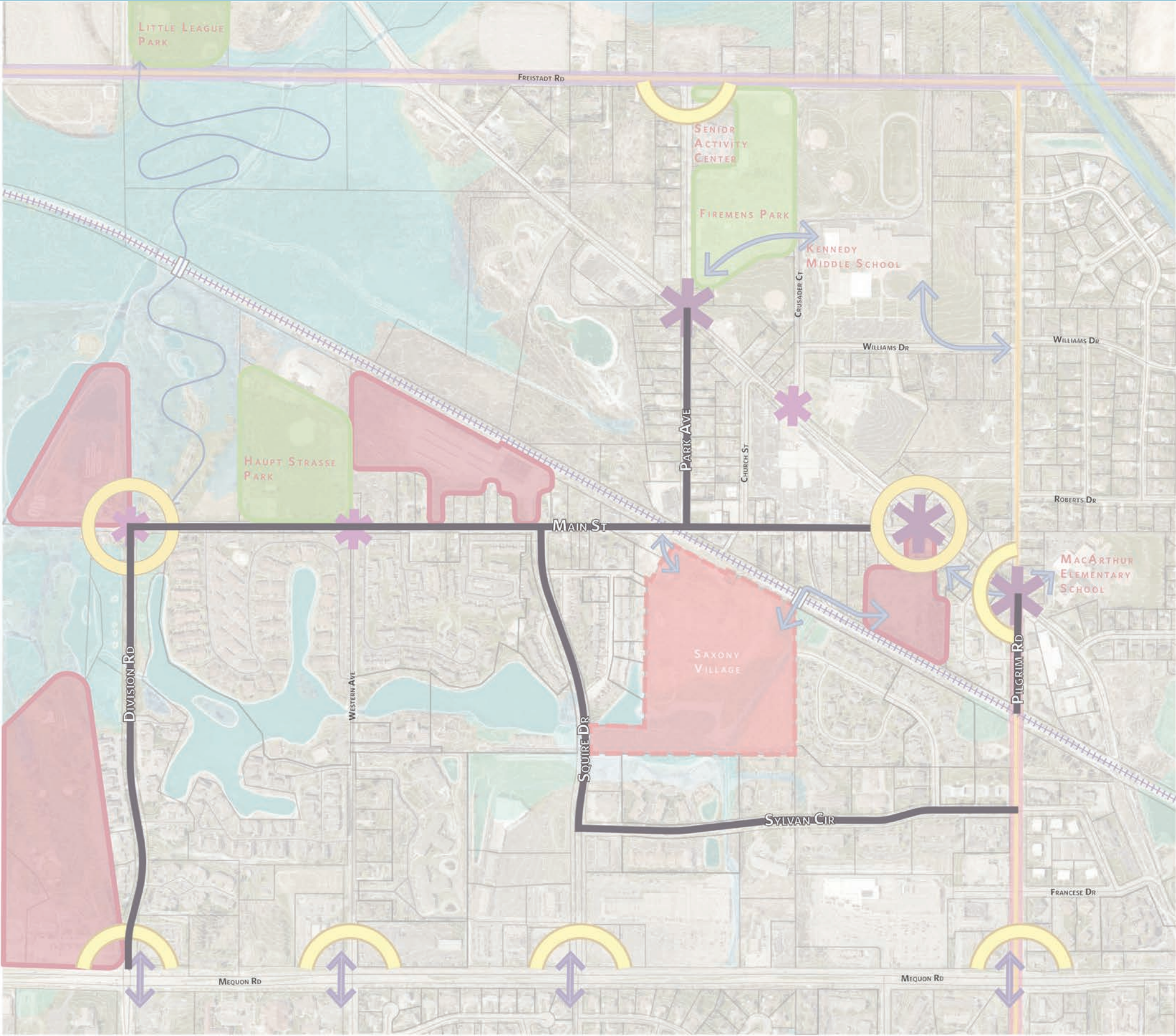
WASHINGTON COUNTY BICYCLE AND PEDESTRIAN PLAN

- | | |
|---|---|
|  | ON-ROAD BICYCLE FACILITY
SMALL INVESTMENT |
|  | BICYCLE/PEDESTRIAN FACILITY IN ROW
MAJOR INVESTMENT NEEDED |
|  | RECOMMENDED SHARED-USE PATH |
|  | RECOMMENDED SIDEPATH |
|  | ALL "AGES AND ABILITIES" CORRIDORS |

FRAMEWORK ELEMENTS

- | | |
|---|---|
|  | SIGNAGE / WAYFINDING ENHANCEMENTS |
|  | NODES |
|  | RECOMMENDED STREET SECTION ENHANCEMENTS |
|  | PEDESTRIAN CROSSING FACILITIES |
|  | PRIMARY INTERSECTION IMPROVEMENTS/ ENHANCEMENTS |
|  | SECONDARY INTERSECTION IMPROVEMENTS/ ENHANCEMENTS |
|  | OPEN SPACE LINKS |
|  | RAILROAD CROSSINGS |
|  | DEVELOPMENT OPPORTUNITY SITES |

RECOMMENDED STREET SECTION ENHANCEMENTS

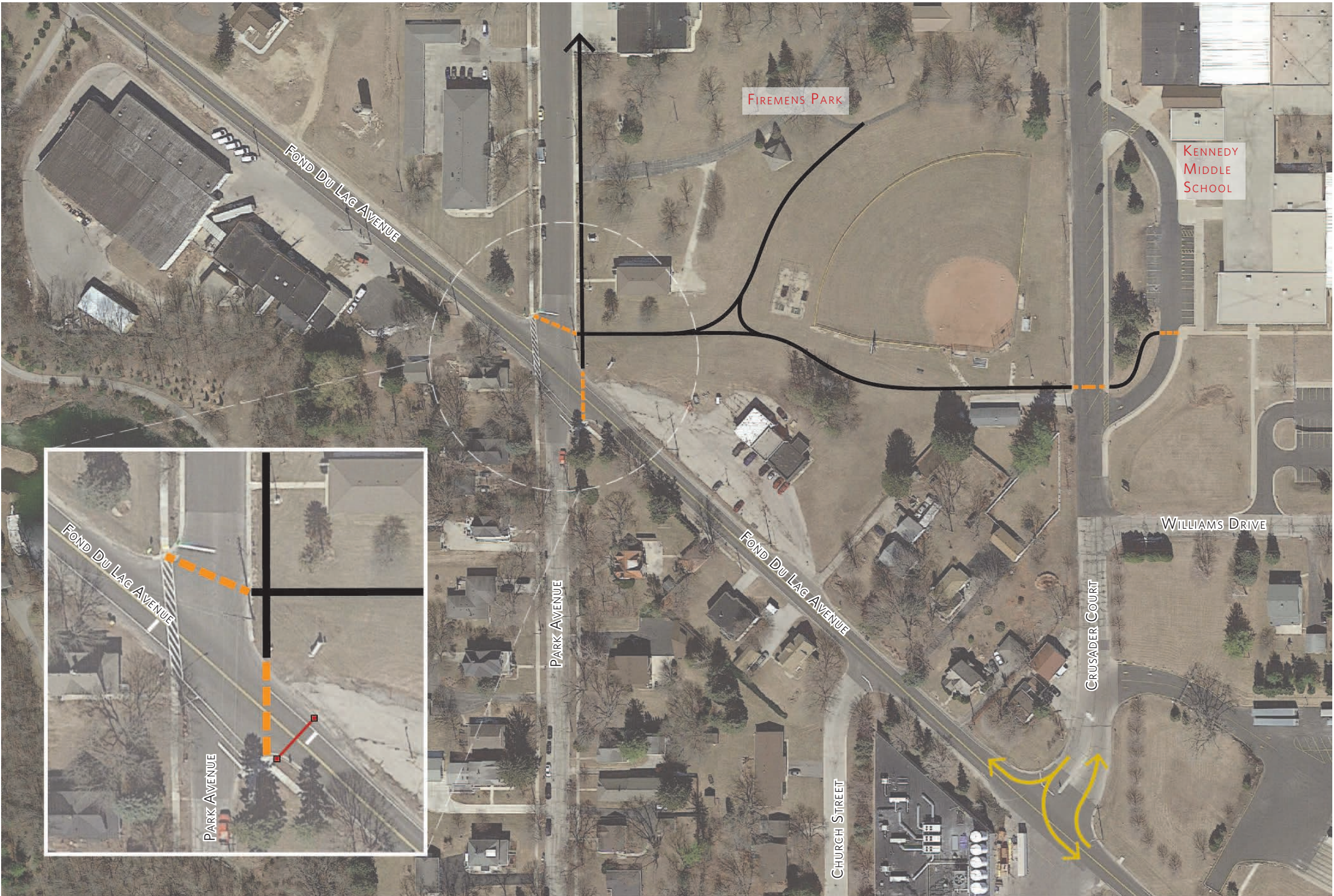


FRAMEWORK ELEMENTS

RECOMMENDED STREET SECTION ENHANCEMENTS

- DIVISION ROAD
- MAIN STREET - EAST OF WESTERN AVENUE
- MAIN STREET - WEST OF WESTERN AVENUE
- MAIN STREET - DOWNTOWN
- SQUIRE DRIVE - NORTH OF SYLVAN CIRCLE
- SYLVAN CIRCLE
- PARK AVENUE - SOUTH OF FOND DU LAC AVENUE
- PILGRIM ROAD - NORTH OF RAILROAD

Park Avenue / Crusader Court and Fond Du Lac Avenue



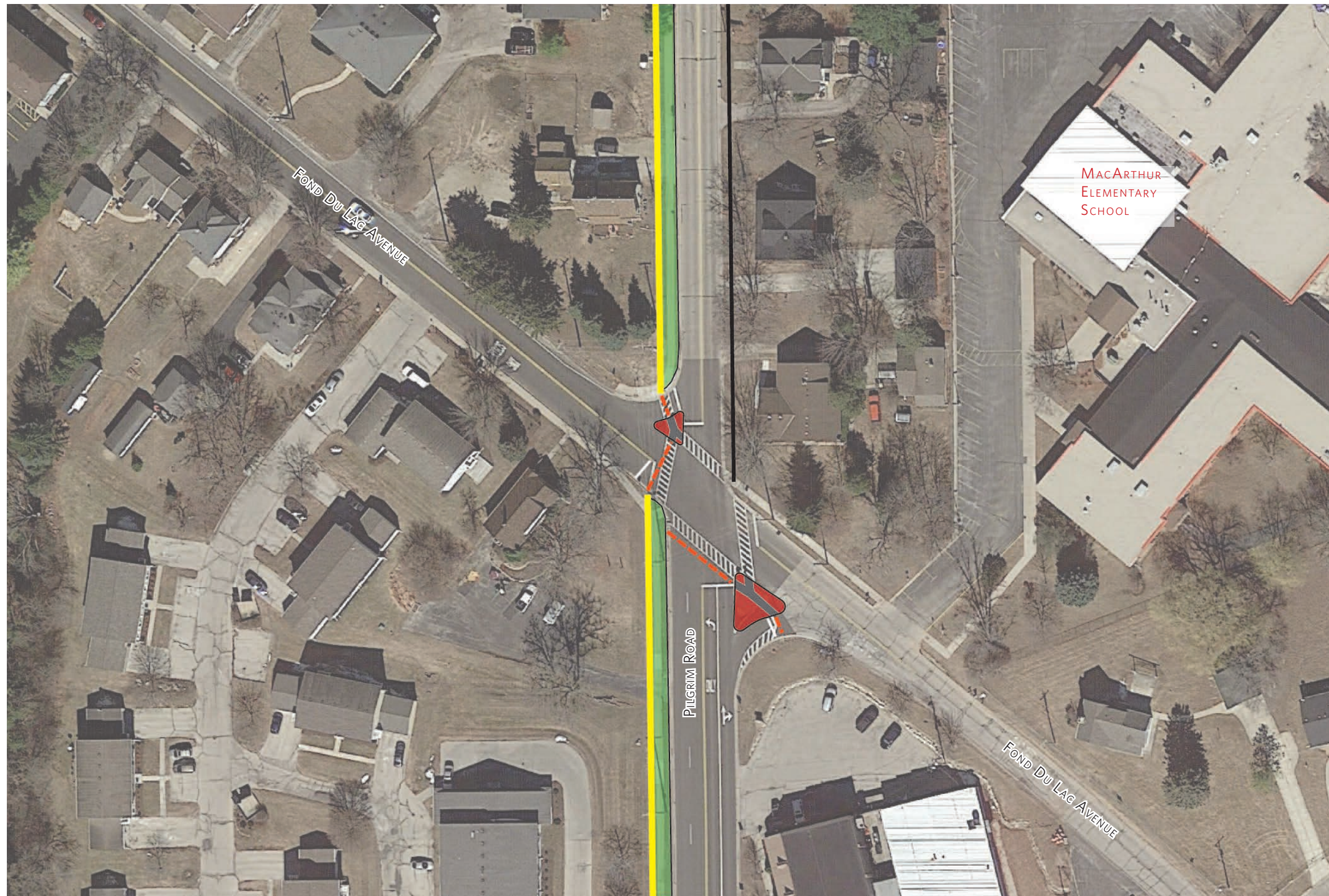
- **INSTALL NEW SIDEWALKS THROUGH FIREMENS PARK TO DISCOURAGE PEDESTRIANS FROM USING CRUSADER COURT**
- **ADD CROSSWALKS ACROSS SCHOOL DRIVES WHERE NECESSARY**
- **DELINEATE CROSSWALKS AT PARK AVENUE INTERSECTION**
- **INSTALL PEDESTRIAN HAWK SIGNAL AT PARK AVENUE; ADJUST VEHICLE STOP BARS ACCORDINGLY**
- **CRUSADER COURT AND FOND DU LAC AVENUE INTERSECTION:**
 - **VEHICULAR AND SCHOOL BUS ENTRANCE AND EXIT ONLY (NO PEDESTRIANS)**

MAIN STREET AND FOND DU LAC AVENUE



- REALIGN MAIN STREET FOR 90-DEGREE INTERSECTION WITH FOND DU LAC AVENUE
- RIGHT- AND LEFT-TURN MOVEMENTS SEPARATED
- CREATE COMMUNITY GREEN SPACE AT INTERSECTION

PILGRIM ROAD AND FOND DU LAC AVENUE



- FOUR-WAY STOP TO REMAIN
- ENLARGE REFUGE ISLAND FOR PEDESTRIANS
- DELINEATED AND REALIGN CROSSWALKS FOR SHARED USE PATH AND SIDEWALK ON PILGRIM ROAD

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: April 10, 2024

PLACEMENT: Presentation

ITEM TITLE: Informational Item: Annual Report to WDNR for Municipal Separated Storm Sewer System (MS4)

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

The Village of Germantown is required to submit an annual report to the Wisconsin Department of Natural Resources for the Municipal Separated Storm Sewer System (MS4) to adhere with the Wisconsin Pollution Discharge Elimination System (WPDES) permit requirements. It is attached for reference and will also be posted to the Village's website.

ATTACHMENT:

1. Ex A - 2023_MS4_Annual Report

RECOMMENDATION:

Information only

ACTION BY Committee:

Informational Item

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: 2023 Annual Report

County: Washington

Municipality: Germantown, Village

Permit Number: S065404

Facility Number: 31267

Reporting Year: 2023

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Germantown, Village

Facility ID # or (FIN): 31267

Updated Information:

☐ Check to update mailing address information

Mailing Address: N112 W17001 Mequon Rd

Mailing Address 2:

City: Germantown, Village

State: WI

Zip Code: 53022 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact

First Name: Kevin

Last Name: Driscoll

☐ Select to **update** current contact information

Title: Village Engineer

Mailing Address: N112 W17001 Mequon Rd

Mailing Address 2:

City: Germantown

State: WI

Zip Code: 53022 xxxxx or xxxxx-xxxx

Phone Number: 262-250-4724 Ext: xxx-xxx-xxxx

Email: kdriscoll@germantown.gov

Additional Contacts Information (Optional)

- ☒ I&E Program
- ☐ IDDE Program
- ☐ IDDE Response Procedure Manual

Individual with responsibility for:
(Check all that apply)

- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name: Jacob

Last Name: Fincher

Title: Executive Director

Mailing Address: 600 E. Greenfield Ave

Mailing Address 2:

City: Milwaukee

State: WI

Zip Code: 53204 xxxxx or xxxxx-xxxx

Phone Number: 262-716-2211 Ext: xxx-xxx-xxxx

Email: fincher@swwtwater.org

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

☒ Select to **create new** Billing contact

First Name: Matthew

Last Name: Uselding

☒ Select to **update** current contact information

Title: Finance Director

Mailing Address: N112W17001 Mequon Rd

Mailing Address 2:

City: Germantown

State: WI

Zip Code: 53022 xxxxx or xxxxx-xxxx

Phone Number: 262-250-4777 Ext: xxx-xxx-xxxx

Email: muselding@germantownwi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

☒ Yes ☐ No

☒ Public Education and Outreach Southeastern Wisconsin Watersheds Trust, Inc.

☒ Public Involvement and Participation Southeastern Wisconsin Watersheds Trust, Inc.

☐ Illicit Discharge Detection and Elimination

☐ Construction Site Pollutant Control

- ☐ Post-Construction Storm Water Management _____
- ☐ Pollution Prevention

2. Has there been any changes to the municipality’s participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Minimum Control Measures- Section 1 : Complete**1. Public Education and Outreach**

- a. Does MS4 conduct any educational efforts or events independently (not with a group) ☐ Yes
☒ No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? ☒ Yes ☐ No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
☐ Education activities (school presentations, summer camps) ☒ Information booth at event ☐ Targeted group training (contractors, consultants, etc.) ☐ Government event (public hearing, council meeting) ☐ Workshops ☐ Tours ☒ Other: Conference, Direct Conversation	☒ Passive print media (brochures at front desk, posters, etc.) ☒ Distribution of print media (mailings, newsletters, etc.) via mail or email. ☒ Media offerings (radio and TV ads, press release, etc.) ☒ Social media posts ☐ Signage ☒ Website ☒ Other:

Topics Covered	Target Audience
☒ Illicit discharge detection and elimination ☒ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☒ Stream and shoreline management ☒ Residential infiltration ☒ Construction sites and post-construction storm water management ☒ Pollution prevention ☒ Green infrastructure/low impact development ☒ Other: General Watershed Education	☒ General Public ☒ Public Employees ☒ Residents ☒ Businesses ☒ Contractors ☒ Developers ☒ Industries ☒ Public Officials ☐ Other:

- e. Will additional information/summary of these education events be attached to the annual report?
☒ Yes ☐ No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Minimum Control Measures - Section 2 : Complete**2. Public Involvement and Participation**

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ MS4 Annual Report ☐ Storm Water Management Program ☒ Storm Water related ordinance ☒ Other: Green Infrastructure Ordinance ...	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☒ Developers ☐ Industries ☒ Public Officials ☐ Other	Select...	☐ Yes ☒ No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

☐ NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Public Officials ☐ Other	101 +	☒ Yes ☐ No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Involvement in coordination with SWWT and new Director of Public Works and Village Engineer

Minimum Control Measures - Section 3 : Complete**3. Illicit Discharge Detection and Elimination**

a. How many total outfalls does the municipality have?

19

b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?

18

- c. From the municipality's routine screening, how many were confirmed illicit discharges? 0
- d. How many illicit discharge complaints did the municipality receive? 0
- e. From the complaints received, how many were confirmed illicit discharges? 0
- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? 0

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- g. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- ☒ Verbal Warning 0
- ☒ Written Warning (including email) 0
- ☒ Notice of Violation 0
- ☒ Civil Penalty/ Citation 0

Additional Information: _____

- h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Based on the priority outfall list, samples are collected in dry weather where flows are present. Testing using Hach kits is performed and inspection reports are filed in a binder and electronically.

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? 17
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? 17
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)? 30
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- ☒ Verbal Warning 0
- ☒ Written Warning (including email) 13

☒ Notice of Violation	0
☒ Civil Penalty/ Citation	0
☒ Stop Work Order	0
☐ Forfeiture of Deposit	
☐ Other - Describe below	

- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Monthly Inspections conducted by Engineering Technician and supplemented with on site consultant inspections for active projects.

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?
**Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,*

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? ☐ Yes ☒ No

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ?
 Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? ☐ Yes ☒ No

e. Does MS4 have maintenance authority on these privately owned BMPs?

f. How many municipally operated (private) storm water management BMPs were inspected in the reporting year?

g. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☒ Verbal Warning	0
☒ Written Warning (including email)	0
☒ Notice of Violation	0
☒ Civil Penalty/ Citation	0

- ☐ Forfeiture of Deposit
- ☒ Complete Maintenance
- ☒ Bill Responsible Party
- ☐ Other - Describe below

0

0

- e. Brief explanation on Post-Construction Storm Water Management reporting. *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Post-Construction storm water management reporting includes documentation of Maintenance Agreements and Pond As-Built Records in respective property files and updates to Village-wide BMP-Pond map

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections ☐ Not Applicable

- a. Enter the total number of municipally owned or operated (i.e., privately owned BMPs) structural storm water management best management practices. 22
- b. How many new municipally owned storm water management best management practices were installed in the reporting year? 1
- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year? 23
- d. What elements are looked at during inspections (250 character limit)?
Trash & debris, rodent holes, insects, poisonous plants, vegetation, excessive sediment, damaged structures, damaged lining, erosion, and settlement.
- e. How many of these facilities required maintenance? 22
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

In 2023, Germantown contract with Graef consultants to complete inspections and provide recommendations for 5 year maintenance activities

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* ☐ Not Applicable

- g. How many municipal properties require a SWPPP? 2
- h. How many inspections of municipal properties have been conducted in the reporting year? 8
- i. Have amendments to the SWPPPs been made?
☐ Yes ☒ No

- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Highway Superintendent completes inspections at the Division Road DPW facility and the Sanitary Sewer Utility Superintendent completes the inspections at the Residential Yard Facility for the respective SWPPPs

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program* ☐ Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?
☒ Yes ☐ No
- m. If known, how many tons of material was removed?
- n. Does the municipality have a [low hazard exemption](#) for this material? ☐ Yes ☐ No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☐ Yes - Explain frequency _____
☐ No - Explain _____
☒ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? ☒ Yes ☐ No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material? ☐ Yes ☐ No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
☐ Yes- Explain frequency _____
☐ No - Explain _____
☒ Not Applicable

Collection Services - *Leaf Collection Program* ☒ Not Applicable

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (One mile of a two-way road equals two lane miles.)

ab. Provide amount of de-icing products used by month last winter season?
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	1	101	35	1468	214	0

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	128	297	416	16074	8585	0

ac. Was salt applying machinery calibrated in the reporting year? ☒ Yes ☐ No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ☐ Yes ☒ No

Training Date	Training Name	# Attendance

ae. Brief explanation on Winter Road Management reporting. If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page

All staff attended Salt Wise Training in 2021.

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element? ☒ Yes ☐ No

If yes, describe what training was provided (250 character limit):

Training for all staff on IDDE and reporting procedure.

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Provide copies of the MS4 permit report to Village Board members every year. Committee and Board approval of Green Infrastructure Amendment to the Germantown Code of Ordinances.

Municipal Officials

Provide copies of the MS4 permit report to relevant positions every year.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Provide copies of the MS4 permit, provide assistance with information gathering for the report,

ah. Brief explanation on Internal Education reporting. If you marked Unsure for any

questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.

At Department Head meetings and DPW Staff meetings updates and internal education are provided on various projects and programs

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

☒ Yes ☐ No

If yes, check the areas the map items that got updated or changed:

☒ Storm water treatment facilities

☐ Storm pipes

☐ Vegetated swales

☐ Outfalls

☒ Other - Describe below

Updated to reflect additional constructed ponds and storm sewers.

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Ponds constructed in 2023 were updated onto the current 2024 map, in addition to updating storm sewer system and as-built records in the Village's GIS mapping application.

Final Evaluation - Complete**Fiscal Analysis**

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
---	---------------------------------	--------------------------------	------------------------

Element: Public Education and Outreach

9930	18000	18000	<u>General revenue fund</u>
------	-------	-------	-----------------------------

Element: Public Involvement and Participation

10000	18000	18000	<u>General revenue fund</u>
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Element: Illicit Discharge Detection and Elimination

2500	2500	2500	<u>Permit fee and/or deposit/escrow</u>
------	------	------	---

Element: Construction Site Pollutant Control

2500	2500	2500	<u>Tax Incremental Finance District.</u>
------	------	------	--

Element: Post-Construction Storm Water Management

35000	35000	35000	<u>General revenue fund</u>
-------	-------	-------	-----------------------------

Element: Pollution Prevention

2500	2500	2500	<u>General revenue fund</u>
------	------	------	-----------------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Staff introducing agenda item to apply for UNPS Grant Funding to evaluate feasibility of storm water utility structure for village to fund future maintenance, inspections, condition assessments, repairs, design and program future relays.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☐ No ☒ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☒ Yes ☐ No ☐ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ☐ Yes ☒ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Staff pursuing WDNR UNPS Planning Grant to fund feasibility analysis study and report on funding future storm water program for work on maintenance, inspections, condition assessments, repairs, design and future relays.

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☒ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[Storm Ponds 2024.pdf](#)

Attach - Other Supporting Documents

AR_SWGroupReport

 File Attachment

[Germantown 2023 Sweet Water Annual Report \(ROW+TE+AYD\).pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

EO Program

 File Attachment

[II.A - GROUP PUBLIC EDUCATION AND OUTREACH PROGRAM.pdf](#)

EO Program

 File Attachment

[II.B - Education & Outreach.pdf](#)

IDDE Program

 File Attachment

[II.D - IDDE.pdf](#)

CS Program

 File Attachment

[II.E - CONSTRUCTION SITE POLLUTION CONTROL.pdf](#)

PCSSW Program

 File Attachment

[II.F - POST-CONSTRUCTION STORM WATER MANAGEMENT.pdf](#)

IP Program

 File Attachment

[II.C - Public Involvement.pdf](#)

PP BMPInsp

 File Attachment

[II.G - POLLUTION PREVENTION.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Sign and Submit Your Application

Steps to Complete the signature process

- 1. Read and Accept the Terms and Conditions
- 2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Germantown, Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality’s governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- ☒ Authorized municipal contact using WAMS ID.
- ☐ Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- ☐ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:	Kevin R. Driscoll
Title:	Village Engineer

Authorized Signature.

☒ I accept the above terms and conditions.

Signed by : i:0#.f|wamsmembership|dotkrd on 2024-03-29T12:12:15
You have already signed and submitted this application to the DNR. Please [contact the Wisconsin DNR](#) for assistance.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

Director's Report - April 2024

Staff Top 3 Projects

Village Engineer

1	Donges Bay Rd Reconstruction	Obtaining signatures, pre-construction meeting to follow.
2	Well 7 Rehab RFP	Initiating an RFP for Well 7 Rehab.
3	Division Rd Concepts and Community Engagement	Began engagement with Kapur. Traffic counting devices to be installed.

Engineering Tech

1	2024 Road Program Bid Package	Program approved at 3/18 VB. Obtaining signatures, scheduling pre-construction meeting.
2	Sealcoating Program Bid Package	Bid award at 4/10 PHWC and 4/15 Village Board.
3	2023 Road Program Completion	Coordination is underway for completing the 2023 Road Program.

Water Superintendant

1	Well 7 MMC Upgrade	Out of scope SCADA work conducted in coordination with the project.
2	Well 12 Construction	Progressing in coordination with additional testing.
3	Tower 4 Construction	CO4 in the amount of \$40,000 presented to committee for containment.

Wastewater Superintendant

1	Ruekert and Mielke Study Amendment	R-M working on study amendment.
2	2023 Cured In Place Sewer Lining	Construction underway. Completion in mid to late March.
3	2024 Cured in Place Sewer Lining	Anticipate July Bid.

Director's Report - April 2024, cont.

Staff Top 3 Projects, Continued

Highway, Parks , Buildings & Grounds Superintendent

1	Road Program and Seal Coating Coordination	Coordinating tar and mastic and ROW clearing in coordination with road and sealcoat programs.
2	Library Sump Pump Bids	Bid award at 4/10 PHWC and 4/15 Village Board.
3	Salt Contract	Salt contract order contract

Director

1	DPW Facility Construction	Trustee site visit opportunity on 5/8.
2	Public Safety Building Needs Assessment and Feasibility Study RFP	The RFP was finalized and distributed to consultants. Questions due 4/15, Proposals due

Richfield IGA Update

4/2/24 Coordination Meeting: Cedar Corp suggested extending construction into June of 2025, keeping the Sept 2024 for bidding.
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Work By Other Agencies

WISDOT - Lannon & Maple Intersection - Summer 2024
WE Energies - Various Locations - 2024
ANR Pipeline - Reline through Village - Spring/Summer 2025
WISDOT - 145 & Division Rd Roundabout - Summer 2026
WISDOT - 145 Resurfacing from Mequon Rd to Brown Deer Rd - 2028
WISDOT - Resurfacing from Division to Pilgrim - 2028
WISDOT - US 167/Lannon/Mequon- 1-41 to US 145 - 2028

Compliance Milestones

1	MS4 Annual Report submitted; letter of non-compliance
2	PSC Audit - 4/30/24
3	DNR Recycling Annual Report - 5/30/24
4	MMSD Annual Report - 7/30/24; CMOM, CMAR - 6/24
5	DNR Storm Water Pollution Prevention Plan (SWPPP) - overdue

Director's Report - April 2024, cont.

Department Update

1	Filling of vacancies in the Engineering Department (2)
2	Filling of vacancy in Highway (1)
3	Vacancy in Wastewater filled with Bo Downs
4	Tyler Munis training and implementation
5	RFP Development for Well 7 Rehab (2025)
6	New Policy: Service Request and Complaint Handling policy
7	Public Works Spring Informational Meeting - 4/11

March Summary of Calls and Complaints - As of 4/4/24

10	Garbage - Request New Cart
5	Other - Other Agency Inquiry
4	Snow - Lawn Damage
4	Snow - Mailbox Down/Damaged
3	Other - General Inquiry
3	Other - Miscellaneous
3	Street - Flooding or Drainage
2	Garbage - Damaged Cart
2	Sewer - Miscellaneous
2	Tree - Miscellaneous
2	Yard Waste Facility
1	Brush - Miscellaneous
1	Engineering - Drainage
1	Engineering - Miscellaneous
1	Garbage - General Complaint
1	Garbage - Missed Recycling
1	Street - Dead Animal
1	Street - Obstruction
1	Street - Pothole
1	Street - ROW Trimming
1	Street - Street Light Out
1	Streets - General Inquiry
1	Water - Miscellaneous

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