

MEETING: REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

DATE & TIME: Wednesday, July 3, 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. Meeting minutes 6/5/2024
- 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. Comprehensive Tree Plan Review and Discussion
 - B. 5-Year Capital Improvement Plan
 - C. Report of Emergency Repair to Water Tower #1 fill pipe.
 - D. Award Contract to Relay Water Main in Various Locations to Vinton Construction of Manitowoc, Wisconsin, in the amount of \$444,983.
 - E. Award a Contract for Final Design & Bid Services of the High Point Pass Road Construction to raSmith in the amount not to exceed \$82,000
 - F. Road Program Funding and Effectiveness
- VI. **DIRECTORS'S REPORT:**
 - A. July Director's Report
- VII. **NEXT MEETING DATE:**
- VIII. **ANNOUNCEMENTS:**
- IX. **ADJOURNMENT:**

PUBLIC WORKS & HIGHWAYS COMMITTEE AGENDA

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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, June 5, 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 5:35 PM
- II. **ROLL CALL:** **Present:** Trustee Terri Kaminski, Trustee Rick Miller, Trustee Phil Hudson
Absent:
Excused: Trustee Bob Warren
- III. **APPROVAL OF MINUTES:**
 - A. PWHC 5/1/24 Minutes for Approval
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. **PUBLIC COMMENT:** 2 Citizens spoke
Melanie Smythe - Citizen - N140W17938 Cedar Lane
Jan Miller - Trustee - District 4 - P.O. Box 837
- V. **UNFINISHED BUSINESS**
 - A. ID of Village Residents at Yard Waste Facility & Move Date Discussion
At the May 1, 2024, PWHC meeting discussion was held, and staff was directed to investigate the following:
 - City of Franklin driver's license scanning and yard waste policy
 - Window cling options and cost
City of Franklin – Staff reached out to Andrea at the City of Franklin, and her responses are summarized here:
 - The Waste Management Metro landfill uses scanner technology. The city of Franklin does not. See attachment A.
 - The City of Franklin has a Drop-off area for brush only at their DPW which is open during regular business hours on Tuesdays and Thursdays only.
 - Residents must show proof of residency before being allowed into brush drop off area.
Window Cling – A sample of a cling will be distributed at the meeting along with a preliminary design. Costs are variable and depend on the number ordered. An initial

purchase of 2,000 would bring the cost to \$0.35 each.

The Village will be offering the Window Cling to the residents at no cost and that would start on January 5, 2025 and would be good for 2 years.

Phil Hudson has concerns about how the word will get out regarding the clings. They will have fliers at the yard waste facility, put something out on social media. They have several people that come to the facility often and will educate residents as they come to the facility.

Rick Miller would like to revisit this and feels that in the future the Village should look into a fee per year to use the facility and follow the communities that surround us.

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)

VI. NEW BUSINESS:

A. Resolution to approve a Sewer User Rate Increase

The results of the analysis, based on projected capital expenditures and continued operations, resulted in option one being the only financially viable option for the utility. This was presented to the Utility Advisory Committee. Feedback from the committee was to fund as much capital with cash reserves as possible, and, where necessary, build projected debt issues where borrowing may be necessary, and keep user rate increases linear over the 10-year planning period. The committee also felt that we should not commit beyond the first year rate increase and conduct an evaluation every other year before raising rates. The utility advisory committee supported option one. Matt Mortwedt did a brief overview of the topic in front of the committee this evening regarding a sewer rate increase.

1. Alternating rates increased over a ten-year period.

This is the option that the committee felt would be the best option for the health of the utility. With this option selected, the utility would allow an approximate 4% increase every other year over the next 10 years. This option would not only keep the utility strong, it would also allow the funds there to continue on the capital expenditures which are needed to keep the utility in the best shape over time. This increase would take place in the first quarter of 2025. It would be the first increase since 2014. The increase will be looked at every other year to see what the increase will need to be, if any.

2. A decrease in rates over a five-year period

This option would freeze the capital expenditures and would not be healthy for the utility over time. By the year 2026, the utility would have a negative cash flow and would stay that way. The fund will go negative in 2033.

3. No rate increase over a five-year period.

If this option was selected, the utility would have an immediate negative cash flow problem and by 2030 the fund would have a negative balance.

The results of the analysis, based on projected capital expenditures and continued

operations, resulted in option one being the only financially viable option for the utility. As a result, staff are recommending we proceed with the rate increase proposed in Ehlers option 1.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Phil Hudson

No: None

Abstain: None

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

B. Resolution Adopting the 2023 Compliance, Maintenance Annual Report (CMAR) (WDNR)

Matt Mortwedt gave his report on the finances and the operation of the sewer utility. I am presenting for your review the 2023 CMAR (Compliance Maintenance Annual Report). This requirement went into effect on January 1, 2006, as part of the renewal of our WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit under the authority of Chapter 283, Wisconsin Statutes and the requirements of ch. NR 208 Wisconsin Administrative Code. The report must be accepted by resolution by the governing body (Village Board) before submission to the Department of Natural Resources.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Phil Hudson

No: None

Abstain: None

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

C. Acceptance of Improvements - CIPP Water Crossings - Lake Park

Matt Mortwedt made a presentation regarding the lining that was installed under the ponds at Lake Park to prevent infiltration into the system. This is part of the 2023 sewer lining project. This project has been completed. This item came up on the agenda to initiate the one-year warranty on the work that was done.

Visu-Sewer installed the following CIPP liners as part of Project # 1910:

SA223-040_SA363-043	276' 30"
SA223-049_SA223-053	348' 30"
SA223-053_SA223-054	152' 30"
SA223-059_SA223-053	310' 15"
SA223-074_SA223-069	122' 10"
SA223-069_SA223-062	340' 12"

Village staff from the Wastewater Utility and the Engineering Department were on-site for the installation and curing of these liners and found the installation conformed to the contract documents and industry standards.

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)

D. Approval of the Development Agreement with Green Bay Packaging
A representative from Green Bay Packaging was present in the event there were any questions.

The terms of this development agreement have been negotiated with Village administration and staff, the Village Board, and Green Bay Packaging and accurately reflect the considerations in this development.

- The development is substantially private.
 - There is no public frontage road commonly referred to as High Point Pass or B Street.
 - Green Bay Packaging agrees to cooperate with the Village or Richfield for utility easements and land for a lift station.
 - The intersection of 48th St and Holy Hill Road will be reconfigured by Green Bay Packaging and dedicated to the Village.
 - Access to the gas station will be maintained.
 - The Village will be responsible for traffic signal improvements at the intersection.
- 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)

E. Award Contract to Complete the Permit Application for the 2025-2029 Department of Natural Resources Wisconsin Pollution Discharge Elimination System (WPDES) Stormwater Permit to Graef of Milwaukee, Wisconsin, in the amount of \$11,370

Matt Mortwedt gave a presentation regarding the Permit Application for the 2025-2029 Department of Natural Resources Wisconsin Pollution Discharge Elimination System (WPDES) Matt explained that this process would take 68 work hours to complete and that this is something that the Village should contract out. The permit needs to be completed by September 1, 2024. The Village reached out to three different parties and would like to award the work to Graef of Milwaukee for the amount of \$11,370.00.

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)

- F. Award Contract for Goldendale Trail Design Study Report and Final Design for Phase I Segment between High Point Pass and Goldendale Road to raSmith of Cedarburg, Wisconsin, in the amount of \$230,920

There was a motion made to move agenda item F to follow A due to attendees in the audience that had an interest in the agenda item. Terry Kminske made a motion to do this. It was first by Phil Hudson and Second by Rick Miller. This motion was approved by all.

Kevin Driscoll Village Engineer presented the Goldendale Trail Design Study The Village 2050 Comprehensive Plan and 2024 Trail Plan identified the Goldendale Trail in the TID#7 area. It is included in the 2024 budget using ARPA funds for the design. A request for proposal was issued to four firms with trail design experience in April and the Village received 2 proposals.

Contractor	Amount (Tasks 1-5)	Amount (If Authorized Tasks 6-8)	Subtotal (Tasks 1-8)	Hours
raSmith	\$162,538	\$68,382	\$230,920	1068
Graef	\$176,500	\$64,600	\$241,000	1680

This work is in two phases. Phase I includes design of over 4,000 feet of recreational trail along Goldendale Creek from Goldendale Road to High Point Pass, and the preparation of at least one grant application. This includes consultant preparation of preliminary trail design from Goldendale Road to High Point Pass.

Phase II includes a Design Study Report to establish the alignment and survey up to 2.6 miles for future trail design. This Design Study Report will be presented to the Park Commission and Public Works and Highway Committee to finalize

A discussion took place regarding the price of the project. The project was sent out to four consultants who have trail design experience. Two of the consultants were not able to look at the project due to the work load the consultants had already on their schedule.

Phill Hudson had a concern regarding the price. Kevin did not have firm numbers because the proposal was for a design and did not have more firm numbers to offer to the committee.

There was a question as to where the money for this project would come from. Steve Kreklow the Village Administrator, commented on where these funds would be coming from. The Village would apply for grants, ARAP funds and some funds would be taken out of TID #7

There are still questions regarding land that needs to be purchased, where the railroad will be placing tracks, but nothing is final. Steve Kreklow Administrator added additional information to the discussion regarding the land that will need to be purchased to make this trail possible. Some of these things can not be finalized until the design takes place and that information can be brought forward to the committee. The purpose of this agenda item was to make the recommendation to the Village Board to award the contract to a consulting firm, so they can take a portion of the funds and have the design completed, bring it back to the commission with the findings and then move onto the next phase of the project.

The committee decided to send it to the Village Board to be vetted there and would

like to award raSmith a contract not to exceed \$230,920.00.

Motion: Approve as presented

Motioned By: Phil Hudson

Seconded By: Terri Kaminski

Yes: Terri Kaminski, Phil Hudson

No: Rick Miller

Abstain: None

Motion Passed (Yes 2, No 1, Abstained 0)

VII. DIRECTORS'S REPORT:

A. June Director's Report

Matt Mortwedt gave his directors' report and covered the following items:

Well # 12 has to have further testing done and at the time of the meeting, it does not have those tests results or costs back from those tests as of this meeting. Matt would like to proceed quickly with the proposal which may cause this work to land outside the usual approval cycle. We need those results in order to construct the Wellhouse that has been on hold.

Tower # 4 was not raised this week due to a strike by the operators/heavy equipment union.

Tower #1 has a small leak in the fill pipe and is being looked into. We will need to move quickly once that leak is investigated and a proposal is given.

Truck Country -There has been a delay with the Richfield village's utility and the developer due to schedules. This now looks like It will take place in the spring of 2025.The delay was due to the developer not signing the agreement and the utility did not want to move forward without the developer's agreement. As of date, this agreement has not yet been signed.

PSECPR report is past due for several years in the Village. PSE is aware of this and is working with the Village to get this report in. More information regarding this to come.

New hires in the department - Sokrat Engineering Tech, Rick Engineering Tech summer intern and Linda Administrative Assistant. As of this meeting, they have a commitment to a Civil Engineer.

Water rate step 2 increase. Matt looked into the processes. The rate increase date has not yet been firmed up, but we are still looking at the first quarter of 2025.

Complaint log was gone over.

VIII. NEXT MEETING DATE: July 10. 2024 at 5:30 PM

IX. ANNOUNCEMENTS: NONE

X. ADJOURNMENT: Chairperson Kaminske adjourned the meeting at 6:38 PM

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 3, 2024

PLACEMENT: Presentation

ITEM TITLE: Comprehensive Tree Plan Review and Discussion

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The recent addition of right of way tree pruning and related communication and community issues brought the need for a comprehensive tree plan to the PWHC's attention. The staff was directed to develop a comprehensive plan before any additional ROW tree work were to continue.

Over the past few months, staff have developed a plan. That draft plan is attached for review and discussion.

Items covered in the draft that may be of interest to discuss:

- Urban vs. rural approaches
- Tree planting cycle (to fill vacant urban plots)
- A revised approved tree list
- A proposed pruning cycle for urban trees
- Proposed changes to the permit process
- The makeup and scope of the Tree Board
- Community outreach requirements for work

After review and discussion, staff will revise the plan. We anticipate submitting a plan for approval at the August PWHC and a subsequent Village Board meeting.

ATTACHMENT:

1. Comprehensive Tree Plan - Final Draft

STAFF RECOMMENDATION:

Identify portions of the plan need additional review, modification, etc.

ACTION BY Committee:

**The Village of Germantown
Comprehensive Tree Plan
Adopted: TBD
Revised: N/A**



Matt Mortwedt, Director of Public Works

Scott Anderson, Superintendent of Highways, Parks Buildings & Grounds

Nathan Schuettpelz, Village Forester

The Village of Germantown Comprehensive Tree Plan

In the heart of the Village of Germantown lies a natural treasure—a vibrant urban forest that not only enhances the beauty of our community but also serves as a vital asset for our environment, economy, and quality of life. Recognizing the invaluable benefits that trees provide, from purifying our air and water to mitigating climate change and enhancing biodiversity, the Village is committed to fostering the sustainable management and stewardship of our urban forest for generations to come.

This comprehensive tree plan represents a collaborative effort between municipal leaders, community stakeholders, and environmental experts to establish a strategic framework for the preservation, enhancement, and responsible utilization of our tree resources. Grounded in sound science, best practices, and community engagement, this plan seeks to address the diverse needs and priorities of our residents while ensuring the long-term health, resilience, and sustainability of our urban forest ecosystem.

Through this plan, we aspire to achieve the following key objectives:

1. *Promote Biodiversity and Resilience:* By prioritizing the planting of native tree species and fostering a diverse urban forest canopy, we aim to enhance ecological resilience, support local wildlife habitat, and minimize the risk of pest outbreaks and disease epidemics.
2. *Enhance Public Health and Well-being:* Trees play a crucial role in improving air quality, reducing urban heat island effects, and providing opportunities for recreation and relaxation. By strategically planting and maintaining trees in our neighborhoods, parks, and public spaces, we can promote physical and mental well-being for all residents.
3. *Ensure Safety and Infrastructure Protection:* Proper tree management, including pruning, removal, and maintenance, is essential for mitigating potential hazards such as falling limbs, root damage to infrastructure, and obstruction of utility lines. Through proactive risk assessment and management strategies, we aim to safeguard public safety and protect valuable assets.
4. *Foster Community Engagement and Education:* Engaging residents, businesses, schools, and community organizations in tree planting, care, and advocacy efforts is critical for building a culture of environmental stewardship and resilience. By providing educational resources, volunteer opportunities, and outreach initiatives, we seek to empower individuals and groups to take an active role in caring for our urban forest.
5. *Ensure Equitable Access and Distribution:* Every neighborhood in the Village of Germantown deserves equitable access to the benefits of trees, regardless of socio-economic status or geographic location. Through strategic planning and resource allocation, we will prioritize tree planting and maintenance efforts in underserved areas to promote social equity and environmental justice.

As we embark on this journey to cultivate a greener, healthier, and more sustainable future for the Village of Germantown, we invite all residents, businesses, and stakeholders to join us in this collective endeavor. Together, we can harness the power of trees to enrich our community, strengthen our resilience to environmental challenges, and leave a lasting legacy for future generations to enjoy.

Appendices:

Appendix A – Tree Planting Standards Checklist

Appendix B – Tree Pruning Standards Checklist

Appendix C – Tree Removal Standards Checklist

Appendix D - Required Forestry Budget

Urban and Rural Trees in the Right of Way. The Department of Public Works (DPW) maintains all trees within the right of way (ROW). The right of way is a type of easement granted or reserved over the land for transportation purposes, such as roads, paths, transmission lines, pipelines, etc. Within the Village of Germantown, the right-of-way is most typically denoted for the purpose of roadway construction or maintenance. The land itself is owned directly by the Village and is not part of the adjacent property. DPW staff will maintain rural trees in the ROW and contract for tree maintenance in the ROW in more urban areas.



Image 1 – Right of way

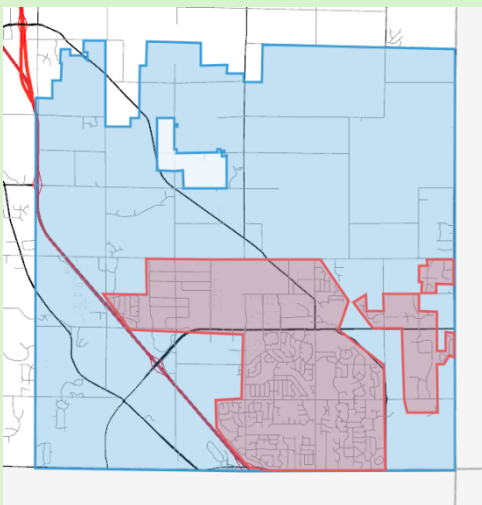


Image 2 – Urban (red) and Rural (blue) areas

Trees in Parks and on Village Owned Property. In addition to ROW trees, the DPW maintains all Village of Germantown Park trees, and trees on other property owned by the Village, such as properties with Village facilities. Park tree maintenance is conducted in a manner consistent with urban trees, discussed later in this plan.

Private Trees. The Village of Germantown does not plant or maintain trees on private property. Private trees are only subject to being maintained by DPW when the private tree affects the lives, health, safety and welfare of the public, public property or property owned or controlled by the Village.

1. The tree is determined to be a public nuisance in accordance with municipal code 17.60(5)a.
2. The tree is determined to be hazardous in accordance with municipal code 17.60(5)c.

Tree Planting and Tree Replacement

Planting and Replacement Program Goals. The Village of Germantown seeks to grow the urban forest through a planting and replacement initiative. The goals of the planting program are to increase canopy cover, diversify tree species, enhance the public health and well-being,

mitigate urban heat island effect, improve air quality, improve water quality, improve stormwater management, and provide greater biodiversity and habitat.

Planting Season. The time of year a tree is planted can greatly affect the tree's establishment because newly planted trees require water to survive and grow. Planting during the spring and fall will help ensure tree establishment and survival.

The planting season in Germantown extends from April 1 – June 1 in the spring and September 1 – October 31 in the fall. Planting during this timeframe is recommended.

If a permit is issued outside of the ideal planting season, the Superintendent of Highway, Buildings and Grounds may defer planting until the next planting season to promote survivability. The Superintendent will also factor in the species and location when deciding on exceptions to the planting season.

Planting Cycle. The Village plans to fill vacant planting sites over a five-year period.

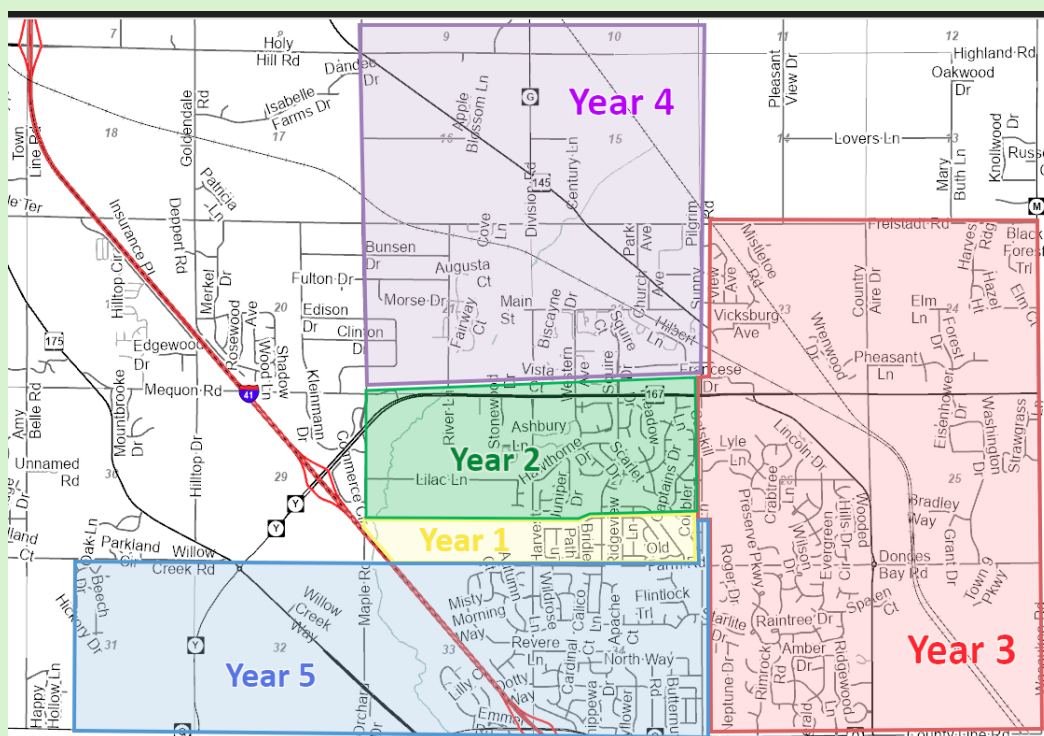


Image 3 - Five Year Vacant Planting Map

Species Diversity. Lessons learned from the Emerald Ash Borer (EAB) epidemic have resulted in a more tempered approach to urban tree species selection. In the past the “30-20-10” planting rule was used which stated you wouldn’t plant more than thirty percent from one family, no more than twenty percent from one genus and no more than 10 percent from one species. Municipalities that followed this rule, or perhaps maintained even less tree diversity, may have lost as many as one in five trees because of EAB.

The Village of Germantown now adopts a “20-10-5” rule. This means that no more than twenty percent of trees will be planted from one family, no more than ten percent from one genus and no more than five percent from one species. This rule will be evaluated in future years as

current research seems to indicate that even more species diversity may be required to ensure the most resilient urban forest.

It is also worth noting that diversity should address age, size and location and those factors should play a role in decisions that are made regarding new planting.

Geographic Information System (GIS). The Germantown GIS must be updated with the location, species and year planted for all trees. Similarly, if an identified tree plot is left vacant the GIS must be updated.

Condition Assessment: Over a 5-year cycle, the Village will conduct a condition assessment of all urban trees identified in GIS. The condition rating will be added as an attribute to the tree asset in GIS.

Approved Tree List. The following trees are approved for planting in the ROW and parks:

SMALL TREES

Scientific Name	Common Name	Cultivars
<i>Amelanchier arborea</i>	Downy Serviceberry	
<i>Amelanchier x grandiflora</i>	Apple Serviceberry	‘Autumn Brilliance’, ‘Robin Hill’
<i>Amelanchier laevis</i>	Allegheny Serviceberry	‘Cumulus’, ‘Lustre’
<i>Carpinus caroliniana</i>	American Hornbeam	‘Firespire’
<i>Cercis canadensis</i>	Eastern Redbud	
<i>Crataegus crusgalli inermis</i>	Thornless Cockspur Hawthorn	
<i>Crataegus phaenopyrum</i>	Washington Hawthorn	
<i>Crataegus viridis</i>	Winter King Hawthorn	‘Winter King’
<i>Maackia amurensis</i>	Amur Maackia	‘Starburst’, ‘Summertime’, ‘JFS-Schichtell’
<i>Malus spp.</i>	Flowering Crabapple	‘Adirondack’, ‘Jewelcole’, ‘Bob White’, ‘Harvest Gold’, ‘Jackii’, ‘Prairiefire’, ‘Professor Sprenger’, ‘Red Bud’, ‘Royal Raindrops’, ‘Sugar Tyme’, ‘Lanzam’, ‘Hargozam’
<i>Ostrya virginiana</i>	Ironwood	
<i>Syringa pekinensis</i>	Peking Lilac	‘China Snow’
<i>Syringa reticulata</i>	Japanese Tree Lilac	‘Ivory Silk’, ‘Summer Snow’, ‘Snowcap’, ‘Ivory Pillar’, ‘Snowdance’
<i>Cornus mas</i>	Cornelian Cherry Dogwood	‘Golden Glory’
<i>Prunus sargentii</i>	Sargent Cherry	‘JFS-KW58’

MEDIUM TREES

Scientific Name	Common Name	Cultivars
<i>Aesculus glabra</i>	Ohio Buckeye	‘Sunset’
<i>Cladrastis kentuckea</i>	American Yellowwood	
<i>Carpinus betulus</i>	Hornbeam	‘JFS-KW1CB’; ‘Fastigiata’
<i>Phellodendron amurense</i>	Amur Cork tree	
<i>Nyssa sylvatica</i>	Black Tupelo	
<i>Tilia spp.</i>	Linden	‘Crimean’; ‘Harvest Gold’; ‘Sterling’; PNI 6051’

LARGE TREES

Scientific Name	Common Name	Cultivars
<i>Aesculus flava</i>	Yellow Buckeye	
<i>Carya cordiformis</i>	Bitternut Hickory	
<i>Celtis occidentalis</i>	Hackberry	‘Prairie Pride’, ‘Chicagoland’, ‘Windy Village’, ‘JFS-KSU1’
<i>Cercidiphyllum japonicum</i>	Katsuratree	
<i>Corylus colurna</i>	Turkish Filbert	Autumn Gold'
<i>Eucommia ulmoides</i>	Hardy Rubber Tree	
<i>Ginkgo biloba</i>	Ginkgo (male only)	Autumn Gold', 'Magyar', 'Princeton Sentry'
<i>Gleditsia triacanthos inermis</i>	Thornless Honeylocust	Imperial', 'Shademaster', 'Skyline/Skycole', 'Sunburst', 'Street Keeper/Draves'
<i>Gymnocladus dioica</i>	Kentucky Coffeetree	‘Espresso’, ‘Prairie Titan’, ‘Decaf’
<i>Liriodendron tulipifera</i>	Tuliptree	
<i>Platanus x acerifolia</i>	London Planetree	‘Exclamation’
<i>Quercus bicolor</i>	Swamp White Oak	
<i>Quercus x</i> ‘Crimschmidt’	Crimson Spire Oak	
<i>Quercus macrocarpa</i>	Bur Oak	
<i>Quercus robur</i>	English Oak	‘Skymaster', 'Regal Prince', ‘JFS-KW1QX’

<i>Quercus rubra</i>	Red Oak	
<i>Quercus x macdanielii</i> 'Clemons'	Heritage Oak	
<i>Quercus muehlenbergii</i>	Chinkapin Oak	
<i>Quercus x schuettei</i>	Swamp x Bur Oak	
<i>Ulmus x</i>	Hybrid Elm	'Accolade', 'New Horizon', 'Regal', 'Triumph', 'Discovery', 'Frontier', 'Pioneer', 'Cathedral'
<i>Ulmus parvifolia</i>	Lacebark Elm	

EVERGREENS TREES

Do not plant on streets, evergreens obstruct visibility making them hazardous on street locations. Acceptable trees for parks and non-street tree locations.

Scientific Name	Common Name	Cultivars
<i>Abies concolor</i>	White Fir	
<i>Xanthocyparis nootkatensis</i>	Nootka Cypress	
<i>Juniperus chinensis</i>	Chinese Juniper	Iowa', 'Mounntbatten'
<i>Juniperus x</i>	Star Power Juniper	JN Select Blue'
<i>Picea glauca var. densata</i>	Black Hills Spruce	
<i>Picea omorika</i>	Serbian Spruce	
<i>Pinus bungeana</i>	Lacebark Pine	
<i>Pinus flexilis</i>	Limber Pine	Vanderwolf's Pyramid'
<i>Pinus strobus</i>	Eastern White Pine	Fastigiata'
<i>Pinus sylvestris</i>	Scotch Pine	
<i>Pseudotsuga menziesii</i>	Douglasfir	
<i>Thuja occidentalis</i>	Arborvitae	Smaragd', 'Hetz Wintergreen', 'Sunkist', 'Techny'
<i>Thuja plicata</i>	Western White Cedar	
<i>Tsuga canadensis</i>	Canadian Hemlock	
<i>Metasequoia glyptostroboides</i> *	Dawn Redwood*	'Gold Rush'

<i>Taxodium distichum</i> *	Baldcypress*	'Shawnee Brave'
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The approved tree list is comprehensive, but subject to annual review with the update of this plan. The list provides the species of tree and its projected crown height when fully mature. Trees are placed in three categories:

Small (mature crown height under 30 feet)

Medium (mature crown height between 30 and 45 feet)

Large (mature crown height over 45 feet)

New Planting Locations. Street trees are a vital part of public infrastructure, reducing stormwater runoff, reducing heat, enhancing property values, and providing wildlife habitat. However, street trees share space with other public infrastructure, requiring careful selection of tree planting locations in the right-of-way. Because of this the following should take place:

Utility marking: The applicant shall call Diggers Hotline to identify the locations of underground utilities before identifying a new location or conducting any ground-disturbing activities.

Utility and Infrastructure Spacing: An appropriate amount of space must be allocated between a new tree planting location and existing infrastructure.

Spacing requirements: Mature tree size and planting site size define the minimum tree spacing requirements. Alternative designs may be approved by the Village Forester.

Large planting sites:

Improved sites greater than or equal to 6.0 feet wide without overhead high-voltage wires

Unimproved sites without overhead high-voltage wires

Medium planting sites:

Improved sites greater than or equal to 4.0 feet wide but less than 6.0 feet wide with or without overhead high-voltage wires

Improved sites greater than or equal to 6.0 feet wide with overhead high-voltage wires

Unimproved sites with overhead high-voltage wires

Small planting sites:

Improved sites greater than or equal to 3 feet wide but less than 4 feet wide with or without overhead high-voltage wires

Vacant Locations. As trees are removed there are various reasons that a planting site is left vacant. When identifying planting locations for a given year, priority will be given to currently vacant locations. An up-to-date record of vacant locations will be maintained in GIS.

Vacant locations may also evolve into 'no plant' locations. In that case, the location should be identified as "no plant" in GIS. Village staff will identify a replacement location for any location that has become unplantable.

New Subdivisions and Developments. The standards developed in this plan pertain to new developments and subdivisions. In addition, municipal code 17.43(5) also applies.

Planting Standards. Appendix A provides standards for planting a new tree, along with a checklist for staff to follow.

Watering. Watering is recommended for a 10-week period following planting. Village contracts will specify 4 weekly waterings. The Village of Germantown requests that adjacent property owners supplement the watering after the initial 4 weeks. Where there are no adjacent property owners, watering is solely the responsibility of the Village.

Safety. DPW will follow all necessary procedures related to tree maintenance and working in the ROW to ensure the safety of staff, pedestrians, and motorists. Protection measures that will be utilized during forestry operations, include, but are not limited to, signage, traffic control, and barricades.

Work areas will be inspected for hazards like uneven terrain, overhead wires, or nearby structures. Appropriate precautions will be taken to mitigate risks.

If a safety concern is observed, work must stop, and a crew leader or supervisor must be contacted to resolve the issue before continuing.

Tree Pruning and Maintenance of Urban Trees

Pruning Technique. Maintenance of urban trees will be conducted by contracted staff and under the supervision of a certified arborist.

Tree pruning and maintenance of urban street trees is conducted according to ANSI A300 - Standard for Tree Maintenance. The ANSI A300 standard document is a proprietary document that is available in the Department of Public Works and has been incorporated into contract documents.

Pruning Standards and Checklist. Appendix B provides standards for pruning along with a checklist for staff to follow.

Cycle and Budget. There are 3,153 deciduous urban trees identified in the Germantown Geographic Information System (GIS). According to experts, the Ideal pruning cycle for urban municipal trees is somewhere between 5-8 years. A regular maintenance cycle helps to prevent disease, potential damage, allows for proper shaping and thinning, and address encroachment in the ROW, 400-630 trees need to be pruned each year within the Village at a cost of \$80,000 - \$126,000 to meet the recommended maintenance cycle. This plan proposes an initial 9-year cycle to balance budgetary demands of a new program and the need for systematic maintenance. A 9-year pruning cycle would demand a consistent pruning budget of \$70,000. Future planning periods should consider shortening the pruning cycle to fall within the recommended range. As the urban forest grows the commitment to pruning will also grow.

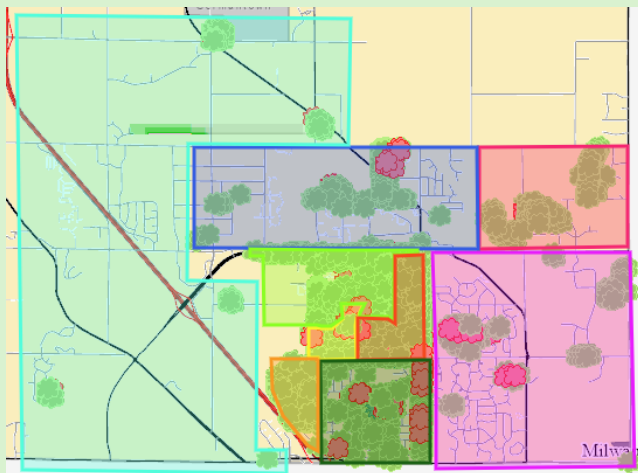


Image 4 - 9-year Cycle: 2024-2033

Treatment: Disease and Insect Control

Assessment and Monitoring. DPW and the Village Forester will complete a comprehensive inventory of all urban municipal trees in a 5-year cycle. The assessment of the tree will factor in all conditions including signs of disease or insect infestation. The condition assessment will flag trees that need an additional treatment feasibility analysis.

Treatment Feasibility Assessment and Integrated Pest Management (IPM). A tree flagged for a treatment feasibility analysis will be reviewed by the Superintendent of Highways, Buildings and Grounds and the Village Forester. Factors in the IPM strategies will include:

- Treatment options available (biological, mechanical, chemical controls)
- Thresholds for treatment based on severity

- The likelihood of successful treatment
- The cost of treatment over time
- The available budget for treatment
- The cost of removal and replacement

Using this multi-factored approach, DPW will determine on how to properly care for the tree.

Enhanced Monitoring. When a tree has become diseased or infested and a treatment measure was applied, it will be placed on an enhanced annual monitoring cycle. The effectiveness of treatment will be noted with a new condition assessment. The effectiveness of the treatment will be evaluated, using the same criteria, for continued treatment (if applicable).

Documentation. Documentation of the tree condition, disease condition, and treatments applied will be updated in GIS.

Tree Pruning and Maintenance of Rural Trees

Maintaining trees in rural areas is essential for safety, aesthetics, and ecosystem health. DPW will follow these guidelines when addressing maintenance of rural trees.

Rural Tree Inventory and Assessment. While a comprehensive inventory and assessment of all rural trees in the ROW is not practical, staff will identify problem trees and problem areas that need to be addressed. Initial assessment will include contributing factors such as the health of the tree, structural integrity, risk to those in the ROW and on private property, the volume of traffic in a hazard area, and proximity to infrastructure.

Maintenance Plan. Based on the assessment, develop a long-term maintenance plan outlining pruning schedules, tree inspections, and other necessary actions. Maintenance tasks will be prioritized based on urgency, budget constraints, and community needs, considering factors

such as tree health, age, species, potential impact to the ROW or private property, and the volume of traffic near the problem area.

Maintenance of rural ROW trees will be conducted primarily by DPW staff, unless specialized equipment or personnel are needed based on complexity of the job, safety, or other factors.

Pruning Guidelines. Follow industry best practices and ANSI A300 standards for tree pruning to ensure safety, tree health, and aesthetic appeal.

Prune trees to remove dead, diseased, or damaged branches, improve structure and form, and reduce hazards such as low-hanging limbs or overhanging branches near roads and utilities.

Avoid excessive pruning, especially topping or lion-tailing, which can weaken trees and promote decay.

Pruning Standards and Checklist. Appendix B provides standards for pruning along with a checklist for staff to follow.

Qualified Personnel and Equipment. Ensure that pruning and maintenance activities are carried out by trained and/or certified arborists, or qualified tree care professionals. All pruning and maintenance activities shall be supervised by an ISA Certified Arborist.

Provide personnel with appropriate safety gear, tools, and equipment, including pruning saws, pole pruners, and safety harnesses.

Where appropriate, for urban trees, ROW tree maintenance will be outsourced to a contractor and supervised by an ISA Certified Arborist.

Timing of Pruning. Schedule pruning activities during the dormant season (late fall to early spring) to minimize stress and promote rapid wound closure.

Avoid pruning during periods of active growth or flowering, as it can increase the risk of disease transmission and excessive wounding.

Planned Tree Removal

Assessment and Evaluation. Prior to initiating tree removal, DPW will conduct a thorough assessment to determine the need for removal. Consideration will be made for factors such as tree health, structural stability, location, proximity to buildings, utilities, roads, cost, and potential risks to public safety. During the process we will evaluate alternatives to removal, such as pruning, treatment, cabling, or other mitigation measures, whenever feasible. The Village Forester will be consulted.

Complexity. Based on the complexity of removal, specifically the size of the tree, the proximity to infrastructure, the public, utilities, etc., DPW may choose to contract out for tree removal.

Safety Measures. DPW will prioritize the safety of personnel, property, and the public throughout the removal process. Staff, assisted by crew leaders, will establish a safe work zone with clear boundaries and signage to alert pedestrians and vehicles to potential hazards. Both DPW staff and/or contracted crews will use appropriate personal protective equipment (PPE), including helmets, gloves, eye protection, chainsaw chaps, and high-visibility clothing.

Removal Plan. Before the tree is removed an assessment of the personnel, equipment and coordination necessary for removal will be conducted. Once the plan has been established a briefing will be conducted at the shop to go over the removal plan and discuss safety. If, for any reason, safety issues cannot be resolved the operation cannot continue until all concerns are addressed. Crew leaders may involve management up to and including the Director of Public Works.

Mobilization. Once the removal plan has been briefed and no issues remain mobilization to the site is able to occur. Crews should ensure that equipment and tools used for tree removal are properly maintained, inspected, and operated by trained personnel. A pre-operation inspection is required for all equipment.

Tree Removal. The removal standards identified in Appendix C will be followed at all times. Complex removals will be conducted under the supervision of an ISA Certified Arborist.

Communication. DPW will keep residents informed through communications in person, on social media, the Village of Germantown website and, if warranted, local media. Communication with residents will precede the tree removal to the greatest degree possible. The communication to citizens will include the scope of the work and the anticipated schedule. The extent of the Village's communication regarding the removal will be tied to the scope of the tree removal work.

Example 1: Removal of a single ROW tree would result in direct communication with the adjacent property owner only.

Example 2: Removal of five diseased trees in a subdivision will result in direct communication with the adjacent property owner but may also include social media postings.

Example 3: A large-scale removal of trees may involve a variety of communication methods.

Documentation. Documentation of the removal will be captured in work orders (staff time, contractor cost, equipment time) and in GIS. Affected assets in GIS will be updated to reflect the new condition. If the asset was removed, then GIS should be updated to reflect a vacant site or no replant site.

Emergency Tree/Branch Removal

DPW will provide emergency response to deal with damaged trees in the ROW. The emergency response will be timely and ensure the safe removal of branches or trees within the right-of-way in the Village of Germantown to prevent hazards to residents, property, and infrastructure.

Initial Assessment. Upon receiving a report of a fallen tree or damaged and hazardous branches within the village right-of-way, DPW will assess the situation promptly. If during working hours the Superintendent of Highway, Parks, Buildings and Grounds, or his staff, will be notified of the hazard condition. After hours, the call may be taken by Germantown Police Department or the Germantown answering service and DPW will be contacted through normal after-hours emergency procedures. After assessing the situation, using information from the caller, a determination will be made about the immediacy of the need for the hazard to be mitigated.

Safety Measures. Of primary importance in the initial evaluation is determining the potential impact on safety. Priority remediation efforts will be given to issues that affect resident safety, traffic safety, or the safety of first responders. If any of these conditions exist DPW will treat the remediation efforts as an emergency response which will require a site investigation. If the

traveling roadway is affected coordination with Germantown Police Department will also be initiated.

Site Investigation / Evaluation of Hazards.

The evaluation will determine the level of safety precautions that need to be in place, the personnel and equipment needed to address the hazard.

1. Establish a safe perimeter around the affected area to prevent access by pedestrians or vehicles. If necessary, coordinate with local law enforcement to divert traffic away from the area.
2. Assess the size and location of the fallen tree or branches.
3. Determine potential risks to nearby buildings, roads, utilities, and pedestrians.
4. Deploy trained personnel equipped with appropriate tools for tree removal (e.g., chainsaws, safety gear).
5. Coordinate with relevant departments, external contractors and utilities for additional support, if needed.

Tree/Branch Removal. The focus of an emergency response will be to mitigate priority hazards. Depending on the time of day, resources available and extent of the damage the emergency response from DPW may just address specific hazard and future work at the same site may be scheduled at a later date. Pruning standards identified in this plan will apply the greatest extent possible.

Communication. DPW will keep residents informed through communications in person, on social media, the Village of Germantown website and, if warranted, local media. With that said, safety is the overriding factor and if time does not allow for communication, outreach will be conducted following the emergency operation.

Documentation. Documentation of the emergency response will be captured in work orders (staff time, contractor cost, equipment time) and in GIS. Affected assets in GIS will be updated to reflect the new condition. If the asset was removed, then GIS should be updated to reflect a vacant site or no replant site.

Permits Required

Any planting, pruning, or other tree maintenance of a tree in the ROW must be permitted, as per Germantown Code 17.60(4). Permits may be obtained at Germantown Village Hall and will be reviewed by the Superintendent of Highway, Buildings, and Grounds prior to approval. All standards identified in this plan and in the municipal code will be enforced through the permit. Permitted trees planted in the ROW are considered donations to the Village of Germantown and all future maintenance is the responsibility of the Village of Germantown, unless otherwise permitted. Receipt of an approved permit serves as acknowledgement of a permittee's understanding of all applicable standards and acts as an agreement to conduct their permitted work according to those standards.

Upon completion of permitted tree work the permittee will contact the Superintendent of Highway Buildings and Grounds. An inspection of permitted work by the Superintendent of Highway, Building and Grounds will ensure work was completed to standards. The Superintendent of Highway, Building and Grounds may require the permittee to perform additional work to properly conform to standards.

Permits are available at no fee. Non-compliance with a permit or failure to remedy unsatisfactory work will result in a penalty per municipal code 17.60(12).

Determinations made by staff related to permit denials may be reviewed by the Tree Board.

Adjacent Landowners Responsibility. No person shall remove, trim, cut roots, or disturb any ROW tree, park tree or other public tree without a permit.

Homeowners Associations (HOA). HOA's may annually apply for permits for pruning, planting, or other tree maintenance, in the ROW on behalf of their members who have properties adjacent to ROW trees. The Village of Germantown will not approve permit requests from an HOA that does not address ROW trees in the HOA holistically. Permitted work will be performed according to these standards, and subject to inspection, corrective action and penalties as described above under "Permits". The permitted work will be conducted at the cost of the HOA. Planted trees in the ROW become the property of the Village of Germantown. The permitted work of HOA's must be coordinated with the Superintendent of Highway, Buildings and Grounds.

The Tree Board

The tree board will be established and act in accordance with municipal code 17.60.

Members. The Tree Board will consist of three members:

- A Village Trustee, appointed by the Village President
- The Village Forester, and
- A citizen from the Village of Germantown who is a qualified tree care professional

Terms. The Village Trustee and citizen members will serve two-year staggered terms. Upon plan adoption the citizen member will serve an initial two-year term. The Village Trustee will serve an initial one-year term. Subsequent term(s) of the Village Trustee will be two-year terms.

Appointment. The Village President will nominate the Trustee member and the citizen member to serve two-year terms.

The Village Forester will remain on the Tree Board to coincide with his/her ongoing appointment to the Village Forester position.

Advisory Role. The Tree Board serves in an advisory capacity to the Public Works and Highway Committee. Contracts for tree maintenance and planting are ultimately approved by

the Public Works and Highway Committee and/or the Village Board, depending on the value of the contract.

Scope of the Tree Board

Annual Operations and Maintenance Plan Review - The Department of Public Works will make an annual presentation to the Tree Board which will consist of the plan for the current year operation, the communication plan, and the 5-year plan. The Tree Board will make a recommendation to the Public Works and Highway Committee regarding the approval of the annual operations plan and 5-year plan.

Comprehensive Tree Plan Review – As the Comprehensive Tree plan is revised time-to-time, it will be brought to the Tree Board for review.

Appeals of Determinations and Orders - The Tree Board may convene, as required by municipal code 17.60 (9), to review an appeal of a determination or order made by staff. At such hearing the Tree Board may reverse, affirm, or modify the order of the determination appeal. The grounds for its decision shall be stated in writing. The Tree Board shall by letter notify the party appealing the order or determination of its decision within 10 days after the hearing has been concluded and file its written decision with the Village Clerk. The decision of the tree board is final and not subject to additional appeal.

Plan Review and Community Outreach

Comprehensive Tree Plan Review. This plan will be reviewed annually.

Community Outreach. Community outreach regarding the annual operations for tree planting and maintenance will be conducted in numerous ways.

1. Letters will be sent to property owners with adjacent ROW trees outlining the type of tree maintenance they can expect and the anticipated timing of the work. Outreach letters will precede any tree work by a minimum of three weeks.
2. Village of Germantown social media will announce all work.
3. The Village of Germantown website will announce all work as an alert and post the annual operations plan, the 5-year plan and the Comprehensive Tree Plan.

Continuous Monitoring and Feedback. DPW will Monitor the health and condition of pruned trees over time, observing growth patterns, pest infestations, and response to pruning treatments. The annual operations plan and the 5-year plan may need to be adjusted based on new conditions.

Feedback from residents will be tracked by DPW. Solicit feedback from residents and stakeholders regarding the effectiveness of maintenance efforts, responsiveness to concerns, and overall satisfaction with the rural tree management program.

Comprehensive Tree Plan – Appendix A

Tree Planting Standards Checklist

- ☐ Notify affected residents, property owners, and stakeholders in advance of planned tree planting activities.
- ☐ Provide clear and transparent communication about the reasons for planting, proposed timelines, and any mitigation measures or alternatives considered.
- ☐ Prepare planting holes of appropriate size and depth, typically two to three times the width of the root ball.
- ☐ Handle trees with care to avoid damage to roots, branches, or trunk.
- ☐ Remove packaging materials and gently loosen or remove any circling roots before planting.
- ☐ Position the tree in the center of the planting hole, ensuring that the root collar is level with or slightly above the surrounding soil surface.
- ☐ Backfill the hole with native soil, avoiding the use of excessive amendments or fertilizers.
- ☐ Create a shallow watering basin around the base of the tree to facilitate irrigation.
- ☐ Water newly planted trees thoroughly immediately after planting to settle the soil and promote root establishment.

- ☐ Provide regular watering during the first growing season, especially during periods of drought or high temperatures. Watering should be weekly in the initial 3 months of the planting.
- ☐ Apply a layer of organic mulch (e.g., wood chips, bark) around the base of the tree, leaving space around the trunk to prevent moisture buildup and potential decay.
- ☐ Mulch should be spread evenly to a depth of 2-4 inches to conserve soil moisture, regulate soil temperature, and suppress weed growth.
- ☐ Clean up the planting location so it is clear of excess materials, packaging, equipment, etc.
- ☐ Evaluate the need for staking based on the size, species, and site conditions of the newly planted tree.
- ☐ Use flexible, non-abrasive materials for staking to minimize damage to the trunk and branches.
- ☐ Install stakes at a slight angle away from the tree, securing them firmly but not tightly to allow for natural movement.
- ☐ Monitor the tree regularly and remove stakes and support systems once the tree has established sufficient root anchorage.
- ☐ Record the tree species, planting dates and condition assessment in GIS.
- ☐ Establish a monitoring schedule to track the growth and health of newly planted trees over time.
- ☐ Use collected data to evaluate the success of tree planting initiatives and inform future planning and management decisions.

Comprehensive Tree Plan – Appendix B

Tree Pruning Standards Checklist

- ☐ Notify affected residents, property owners, and stakeholders in advance of planned tree pruning activities.
- ☐ Provide clear and transparent communication about the reasons for pruning, proposed timelines, and any mitigation measures or alternatives considered.
- ☐ Use properly maintained and sanitized pruning tools to minimize the spread of disease pathogens.
- ☐ Inspect equipment before pruning activities are initiated.
- ☐ Ensure that pruning tools are sharp and properly adjusted to make clean, precise cuts.
- ☐ Assess potential hazards such as falling limbs, overhead wires, or pedestrian traffic before initiating pruning activities.
- ☐ Use appropriate personal protective equipment (PPE), including helmets, gloves, eye protection, and high-visibility clothing.
- ☐ Secure work areas with warning signs, cones, or barriers to alert pedestrians and vehicles to the presence of pruning crews.

- ☐ Conduct routine pruning during the dormant season (late fall to early spring) to minimize stress and promote rapid wound closure.
- ☐ Address immediate safety hazards or emergency situations promptly, regardless of the season.
- ☐ Use proper pruning techniques to minimize damage and promote healing. Follow the ANSI A300 Standard at all times.
- ☐ Make clean, smooth cuts just outside the branch collar to facilitate compartmentalization and minimize the risk of decay.
- ☐ Avoid leaving stubs or making flush cuts, as they can impair wound closure and lead to long-term health issues.
- ☐ Prioritize the removal of dead, diseased, or broken branches.
- ☐ Identify and correct structural defects such as co-dominant leaders, included bark, and narrow crotch angles.
- ☐ Maintain a balanced canopy by selectively thinning overcrowded or crossing branches.
- ☐ Avoid excessive pruning of healthy green foliage, as it can stress the tree and compromise its ability to photosynthesize.
- ☐ Clean-up after pruning as is appropriate for the location of the pruned tree. Urban street tree clean up may be more extensive than rural street tree clean-up activities.
- ☐ Maintain records of pruning activities, including the date, location, reasons for pruning, and specific pruning cuts made in GIS associated with that asset.
- ☐ Document any observed signs of pest infestations, diseases, or other tree health issues through an updated condition assessment in GIS.

Comprehensive Tree Plan – Appendix C

Tree Removal Standards Checklist

- ☐ Notify affected residents, property owners, and stakeholders in advance of planned tree removal activities per plan requirements. In emergency situations prioritize safety with secondary notifications, if advance notification is not possible.
- ☐ Provide clear and transparent communication about the reasons for removal, proposed timelines, and any mitigation measures or alternatives considered.
- ☐ Conduct a thorough assessment of the tree to determine the need for removal.
- ☐ Consider factors such as tree health, structural stability, location, and potential risks to nearby structures, utilities, and pedestrians.
- ☐ Evaluate alternatives to removal, such as pruning, cabling, or other mitigation measures, whenever feasible.
- ☐ Establish a safe work zone with clear boundaries and signage to alert pedestrians and vehicles to potential hazards.
- ☐ Use appropriate personal protective equipment (PPE), including helmets, gloves, eye protection, chainsaw chaps, and high-visibility clothing.
- ☐ Ensure that equipment and tools used for tree removal are properly maintained, inspected, and operated by trained personnel. Conduct a pre-operation check of all tools and equipment.

- ☐ Use specialized equipment such as chainsaws, ropes, and rigging gear as needed to safely remove trees in confined spaces or near structures.
- ☐ Employ safe and efficient tree removal techniques based on the size, species, and condition of the tree.
- ☐ Consider the use of directional felling, piecemeal dismantling, or crane-assisted removal methods to minimize risks and damage to surrounding property.
- ☐ Minimize impacts to the surrounding environment, including nearby vegetation, wildlife habitat, and soil integrity.
- ☐ Implement erosion control measures as needed to prevent soil erosion and sedimentation during removal activities.
- ☐ Dispose of tree debris and wood waste as appropriate, according to the location. Clean-up in urban areas may be more extensive than clean up in rural areas.
- ☐ Consider opportunities for composting, chipping, or repurposing tree materials to minimize waste and support sustainable resource management practices.
- ☐ Remove all debris, logs, and branches from the removal site promptly after completion of the work.
- ☐ Restore disturbed areas to their original condition or implement revegetation measures as needed to prevent soil erosion and promote site stabilization.
- ☐ Maintain accurate records of tree removal activities, including the date, location, reasons for removal, and methods used. The location should be updated in GIS to reflect the vacancy.
- ☐ Document any observed signs of pest infestations, diseases, or other tree health issues that may have contributed to the need for removal.

Comprehensive Tree Plan – Appendix D

Required Forestry Annual Budget

Historical Forestry Budget

Forestry Consultant	\$15,000
Emerald Ash Borer Treatment	\$10,000
Tree Planting	\$35,000
Contracted forestry work / contracted pruning	\$40,000
Total	\$100,000

Necessary Budget* per Comprehensive Plan

Forestry Consultant	\$20,000
Emerald Ash Borer Treatment	\$10,000
Tree Planting	\$35,000
Tree Pruning	\$70,000
Contracted forestry work	\$20,000
Total	\$155,000

*This budget is presented in 2024 dollars and will need annual adjustments for inflation

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 3, 2024

PLACEMENT: Action Item

ITEM TITLE: 5-Year Capital Improvement Plan

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The attached 5-Year Capital Improvement Plan will serve as a starting point for establishing the 2025 budget. The document projects the needs of the Village that will need to be evaluated and considered for funding in 2025.

ATTACHMENT:

1. 2024-2029 5 Year Capital Plan

STAFF RECOMMENDATION:

Staff recommends approving the 5-Year CIP and referring it to the Village Board.

ACTION BY Committee:

Village of Germantown SUMMARY OF C.I.P. EXPENDITURES (years 2024 - 2029) by Department									
REVISED 06/27/24									
Department- Project Category	2024	2025	2026	2027	2028	2029	Total Cost		
Data Processing									
Technology Hardware	\$ 85,000	\$ 50,000	\$ 50,000	\$ 50,000			\$	235,000	
	\$ 85,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$	235,000	
Police Department									
Patrol Squads (24 total in Fleet/replace 3/yr; add 2%/yr)	\$ 180,000	\$ 180,000	\$ 183,600	\$ 187,272	\$ 191,017	\$ 194,838	\$	1,116,727	
ProPheonix Upgrade							\$	-	
Department Lap Tops		\$ 50,000					\$	50,000	
New Police Department Campus							\$	-	
Design (in 2023 into 2024)		\$ 2,500,000					\$	2,500,000	
Building (estimate build 2024/2025 @ \$17 mil)			\$ 40,000,000				\$	40,000,000	
Replace Handguns (New \$26,000 - sell existing(30%) = \$18,200)	\$ 18,200						\$	18,200	
	\$ 198,200	\$ 2,730,000	\$ 40,183,600	\$ 187,272	\$ 191,017	\$ 194,838	\$	43,684,927	
Fire Department							\$	-	
Equipment Replacement							\$	-	
Replace Pumper Truck (#1764; yr mnfr 2012) replace in 2032			\$ 1,300,000				\$	1,300,000	
Replace Tender Truck (#1790; yr mnfr 1995)							\$	-	
Replace SCBA's and Bottle Replacement							\$	-	
Replace Ambulance (#1751; yrr mnfr 2021) replace in 2031						\$ 600,000	\$	600,000	
Replace Ambulance (#1754 yr mnfr 2011)	\$ 60,000		\$ 455,000				\$	515,000	
Replace Staff Vehicle (#1785; yr mnfr 2013)							\$	-	
Replace Pumper Truck (#1762; yr mnfr 2015) replace in 2035							\$	-	
Replace Ladder Truck (#1771; yr mnfr 2001) replace in 2028					\$ 3,000,000		\$	3,000,000	
Replace Ambulance (#1752; yr mnfr 2022) replace in 2034							\$	-	
Replace Staff Vehicle (#1741; yr mnfr 2016)							\$	-	
Add UTV							\$	-	
Firefighting Water Tender Truck							\$	-	
Other Equipment (Fuel Tank / Station #2)							\$	-	
Fire Extinguisher Training Prop							\$	-	
	\$ 60,000	\$ -	\$ 1,755,000	\$ -	\$ 3,000,000	\$ 600,000	\$	5,415,000	
Library									
Design Second Floor Addition			\$ 800,000				\$	800,000	
Concept Drawings (determine estimated cost for Second Floor)							\$	-	
Construct Second Floor				\$ 8,000,000			\$	8,000,000	
	\$ -	\$ -	\$ 800,000	\$ 8,000,000	\$ -	\$ -	\$	8,800,000	
Street & Highway									
Single Axle Patrol Truck		\$ 300,000		\$ 312,000	\$ 321,360		\$	933,360	
Tandem Axle Patrol Truck			\$ 315,000			\$ 340,200	\$	655,200	
Pick-up w/ Plow Package (replaced 421)				\$ 65,000			\$	65,000	
Tractor Loader Parks							\$	-	
F-450 Truck Body							\$	-	
Asphalt Paving (Annual Road Program)	\$ 1,500,000	\$ 1,560,000	\$ 1,622,400	\$ 1,687,296	\$ 1,754,788	\$ 1,824,979	\$	9,949,463	
Salt/Brine Insetet							\$	-	
Zero Turn Mower (2)				\$ 40,000			\$	40,000	
Pick-up/w liftgate (Replace 437)	\$ 57,000		\$ 62,000				\$	119,000	
Tandem Patrol Truck	\$ 276,000						\$	276,000	
Compact loader/Skid loader	\$ 120,000						\$	120,000	
Road Paint sprayer			\$ 10,000				\$	10,000	
Ditch Mower Tractor				\$ 180,000			\$	180,000	
MV/Trackless			\$ 245,000				\$	245,000	
Air compressor/ pull behind				\$ 30,000			\$	30,000	
1 Ton Dump Truck (replace 420)					\$ 80,000		\$	80,000	
Crackfiller and router					\$ 70,000		\$	70,000	
Forklift					\$ 35,000		\$	35,000	
Mini Excavator						\$ 150,000	\$	150,000	
Pick-up with liftgate (replaced 422)						\$ 70,000	\$	70,000	
	\$ 1,953,000	\$ 1,860,000	\$ 2,254,400	\$ 2,314,296	\$ 2,261,148	\$ 2,385,179	\$	13,028,023	
Wastewater Utility (Wastewater typically does not borrow)									
Relining & Manhole Maint sewer lines	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$	420,000	
CIPP waterway crossings	\$ 200,000						\$	200,000	
Truck (557) 2020 Jet Vac Replacement	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$	210,000	
Service Truck w/ crane, west side			\$ 140,000				\$	140,000	
Lift 3 eleim.lift 6 recon, 18" interceptor						\$ 5,010,000	\$	5,010,000	
Main St. paralell F.M., pumps, crane	\$ 25,000			\$ 2,116,000			\$	2,141,000	
Old Farm paralell force main 24" W/ pumps, crane			\$ 5,100,000				\$	5,100,000	
Truck (555) 2009 GMC 2500 4X4 liftgate Replacement		\$ 75,000					\$	75,000	
Lift 6 land purchase							\$	-	
Field Mobile Work Stations						\$ 3,500	\$	3,500	
Telemetry Equipment		\$ 25,000					\$	25,000	
Truck (553) 2001 GMC G3500 Hi cube w/CCTV Equipment	\$ 3,500						\$	3,500	
Auto bar screen Main Street Lift				\$ 180,000			\$	180,000	
Electric Pumping Equipment lift 7 pump replacement	\$ 340,000						\$	340,000	
Auto bar screen Old Farm			\$ 180,000				\$	180,000	
Kuhn's Sub. Relay					\$ 2,200,000		\$	2,200,000	
Lift 6 Land Purchase	\$ 1,000,000						\$	1,000,000	
Electric Pumping Equipment Lift 7 pump replacement	\$ 25,000						\$	25,000	
	\$ 1,698,500	\$ 205,000	\$ 5,525,000	\$ 2,401,000	\$ 2,305,000	\$ 5,118,500	\$	17,253,000	
Water Utility									
Well House and Tower Security Upgrades (all)					\$ 125,000		\$	125,000	
Water Utility Facilities Plan		\$ 100,000					\$	100,000	
Tower and Well Fiber SCADA network						\$ 50,000	\$	50,000	
WELLS									
Well House Shingle Replacement (all)					\$ 70,000		\$	70,000	
Well Antenna System	\$ 150,000						\$	150,000	
							\$	-	
Well 2							\$	-	
Well 2 Rehab (2016)			\$ 200,000				\$	200,000	
Well 2 Generator and VFD Replacement	\$ 300,000						\$	300,000	
							\$	-	
Well 3							\$	-	
Well #3 (2018) Rehab					\$ 275,000		\$	275,000	
Well 3 VFD Replacement				\$ 45,000			\$	45,000	
							\$	-	
Well 4							\$	-	
Well #4 (2015) Rehab						\$ 275,000	\$	275,000	
Well 4 Generator, Standpipe, Prelube Line, VFD, Transfer Switch			\$ 350,000				\$	350,000	
Well #4 Pump Replacement			\$ 85,000				\$	85,000	
							\$	-	
Well 5							\$	-	
Well #5 (2013) (2018 motor) Rehab							\$	-	
							\$	-	
Well 7							\$	-	
Well #7 (2014) Rehab		\$ 200,000					\$	200,000	
Well 7 Generator Replacement	\$ 300,000						\$	300,000	
							\$	-	
Well 11							\$	-	
Well #11 (2009) (2013 pump)							\$	-	
							\$	-	
Well 12							\$	-	
	\$ 2,500,000						\$	2,500,000	
TOWERS									
Tower 1							\$	-	
Interior/Exterior Blast and Paint				\$ 600,000			\$	600,000	
Tower 2							\$	-	
Interior/Exterior Blast and Paint			\$ 450,000				\$	450,000	
Tower 3							\$	-	
Tower #3 Rehab	\$ 1,130,000						\$	1,130,000	
Tower 4							\$	-	
							\$	-	
DISTRIBUTION									
Replace Curbstops (Mayflower, North Way, Colonial Dr, Concord)		\$ 150,000	\$ 150,000				\$	300,000	
Loop Sunny View, Daniels, Kurt, Williams & Roberts					\$ 550,000		\$	550,000	
Hydrant and Valve Work Due to Road Construction	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$	375,000	
Replay main from Weaver Ct to Vienna Ct	\$ 100,000						\$	100,000	

Village of Germantown								
SUMMARY OF C.I.P. EXPENDITURES (years 2024 - 2029)								
by Department								
Department- Project Category	2024	2025	2026	2027	2028	2029	Total Cost	
EQUIPMENT								
Trailer Mounted 250KW Generator			\$ 100,000				\$	100,000
Trailer Mounted Load Bank Test			\$ 35,000				\$	35,000
Electric Valve Turner		\$ 12,000					\$	12,000
Vacuum/Valve Turner		\$ 125,000					\$	125,000
Utility Pickup Truck Replacement				\$ 60,000	\$ 63,000	\$ 65,000	\$	188,000
2006 Freightliner Quad Axle Refurb					\$ 50,000		\$	50,000
	\$ 4,380,000	\$ 762,000	\$ 1,445,000	\$ 780,000	\$ 1,208,000	\$ 465,000	\$	9,040,000
Recycling Center								
Wheel Loader	\$ -	\$ -	\$ -				\$	-
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Parks and Recreation								
Kinderberg Park – resurface tennis courts							\$	-
Alt Bauer Tennis	\$ 70,000	\$ -					\$	70,000
Community Center	\$ -	\$ 30,000					\$	30,000
Kinderberg Park Playground							\$	-
Community Park Master Plan & Phase 1 Development	\$ -						\$	-
Trail/Pathway System Implementation (4 annual Phases)	\$ -	\$ 30,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 10,000	\$	340,000
Community Park Development – Phase 2 Development		\$ -					\$	-
Community Splashpad & All-Inclusive Playground	\$ -	\$ 30,000	\$ 1,500,000				\$	1,530,000
Community Park Development – Phase 3 Development			\$ -				\$	-
Friedenfeld Park Master & Design Development Plans							\$	-
Friedenfeld Park Utilities & Restroom/shelter Building			\$ -			\$ 1,500,000	\$	1,500,000
Pick-up Truck w/ Lift Gate	\$ 62,000						\$	62,000
	\$ 132,000	\$ 90,000	\$ 1,600,000	\$ 100,000	\$ 100,000	\$ 1,510,000	\$	3,532,000
Engineering								
Roads Program - Local Mill/Overlay and Pulv/Reconst	\$ 1,500,000	\$ 1,560,000	\$ 1,622,400	\$ 1,687,296	\$ 1,754,788	\$ 1,824,979	\$	9,949,463
Roads Program - Sealcoating	\$ 250,000	\$ 350,000	\$ 350,000	\$ 375,000	\$ 375,000	\$ 400,000	\$	2,100,000
Roads Program - GIS - PASER rating layer		\$ 7,500					\$	7,500
Roads Program - GIS - Signs, Traffic signals, etc.		\$ 7,500					\$	7,500
Roads - WisDOT (HSIP) Lannon Rd & Maple Rd Intersection Improvements (HSIP funded)	\$ 500,000						\$	500,000
Roads - WisDOT (HSIP) - Construction - Pleasant View Road Bridge Railing over Menomonee River			\$ 50,000				\$	50,000
Roads - WisDOT (ARIP) - Construction - Pleasant View Rd - Bonniwell to Freistadt, 10,500LF				\$ 1,102,500			\$	1,102,500
Roads - WisDOT (ARIP) - Construction - Rockfield Rd - Pleasant View to Division, 8000 LF					\$ 840,000		\$	840,000
Roads - WisDOT STH 145 - FDL / Main St Intersection Improvement - Easement/Land Acquisition		\$ 10,000					\$	10,000
Roads - WisDOT STH 145 - FDL / Main St Intersection Improvement - Construction			\$ 200,000				\$	200,000
Roads - Project - Future Frontage Road Layout/Design (Rockfield Rd to Shady Ln)						\$ 125,000	\$	125,000
Roads - Division Road Survey & Design (Following Summer PIMs)		\$ 300,000					\$	300,000
Roads - Division Road Reconstruction (South Leg - Phase 1)		\$ 1,250,000					\$	1,250,000
Roads - Division Road Reconstruction (North Leg - Phase 2)			\$ 1,500,000				\$	1,500,000
Sidewalk Program (condition based replacements and/or improvements)		\$ 25,000	\$ 25,000	\$ 25,000		\$ 25,000	\$	75,000
Sidewalk Project - Design and Construction Church Street to Fond du Lac Ave			\$ 50,000				\$	50,000
Sidewalk Project - Fond du Lac Ave/ STH 145 Firemen's Park to Pilgrim				\$ 50,000			\$	50,000
Sidewalk Project - Design and Construction - Pilgrim Rd / FDL Int. Curb Ramp Improvements		\$ 10,000	\$ 50,000				\$	60,000
Sidewalk & Pathway Project - Menomonee River Pathway - Design Study Report						\$ 150,000	\$	150,000
Sidewalk & Pathway Project - Menomonee River Pathway - Design and Construction						\$ 2,000,000	\$	2,000,000
Stormwater - System Inventory, Condition Assessment (CCTV), and GIS updates		\$ 60,000					\$	60,000
Stormwater - Utility Feasibility Analysis		\$ 75,000					\$	75,000
Stormwater - Village Owned Ponds - Improvement Projects		\$ 25,000		\$ 25,000		\$ 25,000	\$	75,000
Stormwater - Drainage Improvements			\$ 30,000		\$ 30,000		\$	60,000
Stormwater - Raingarden Project - Library Bioswale (WPDES Permit Requirement)				\$ 20,000			\$	20,000
Stormwater - Raingarden Project - Fire Dept Parking Lot Bioswale (WPDES Permit Requirement)					\$ 20,000		\$	20,000
Equipment - DPW-Engineering (Pole camera, inspection/survey equip upgrades)		\$ 10,000					\$	10,000
Equipment - DPW-Engineering Office Furniture/Cubicle		\$ 30,000					\$	30,000
Village Owned Pond Survey and Restoration (Jefferson Ponds-2027)	\$ 35,000	\$ 25,000	\$ 25,000	\$ 75,000			\$	160,000
	\$ 2,285,000	\$ 3,745,000	\$ 3,877,400	\$ 3,359,796	\$ 3,019,788	\$ 4,549,979	\$	20,836,963

Village of Germantown SUMMARY OF C.I.P. EXPENDITURES (years 2024 - 2029) by Department							
REVISIED 06/27/24							
Department- Project Category	2024	2025	2026	2027	2028	2029	Total Cost
Buildings							
Historical Bell Museum							
Bell Museum Repairs		\$ 35,000					
Historical Wolf Haus							
Wolf Haus Repairs		\$ 55,000					
Fire Station #2							
Replace FA panel			\$ 150,000				
UPS for Radio Shed		\$ 50,000					
Replace cabinet heater		\$ 6,000					
Mill and overlay asphalt by burn tower, replace back driveway			\$ 70,000				
Mill and overlay asphalt in back lot						\$ 100,000	
Charting room remodel					\$ 145,000		
Replace generator						\$ 150,000	
Haupt Strausse Park							
Survive Alive House							
Roof Replacement		\$ 25,000					
Replace water heater		\$ 15,000					
Replace water softener		\$ 15,000					
Seal/caulk windwos			\$ 7,000				
Replace furnace and condensing unit		\$ 10,000					
Spassland Shelter							
Shelter Refurb					\$ 100,000		
Kinderberg Shelter							
Shelter Restrooms and Refurb	\$ 25,000		\$ 75,000				
Kinderberg Splash Pad	\$ 56,000						\$ 56,000
Recreation Building (Old Fire House #1)							
Exterior door replacement (3)		\$ 30,000					
Replace Generator							\$ 150,000
Replace Garage Heater						\$ 20,000	
Replace Electrical Panels						\$ 15,000	
Replace water heater		\$ 20,000					
Fireman's Park							
Shelter (old) Refurb				\$ 50,000			
Fire Company Building							
Replace water heater					\$ 15,000		
Flooring Replacement				\$ 35,000			
Add Exhaust Fans in restrooms (code compliance)		\$ 15,000					
Replace baseboard heaters			\$ 10,000				
Replace FA system					\$ 80,000		
Furnace and AC replacement				\$ 50,000			
Senior Center							
Replace water heaters (2)		\$ 35,000					
HVAC Replacements and upgrades			\$ 80,000				
Crackseal parking lot				\$ 25,000			
Village Hall							
Village Hall Access Control Upgrade	\$ 52,000						
Connect EM lighting to EM generator circuit		\$ 6,000					
Replace Humidifiers			\$ 50,000				
Replace water heater and recirc pumps			\$ 20,000				
Replace Generator					\$ 150,000		
Replace FA panel and wiring			\$ 50,000				
Replace water softener						\$ 10,000	
Replace cabinet heater							
Rear parknig lot reconstruct, repair curb and gutter joints						\$ 150,000	
Front parking lot mill and overlay					\$ 70,000		
Library							
Replace water heater and recirc pumps		\$ 20,000					
AHU 1 and 2 Damper and Coil repl, Controls Upgrade		\$ 300,000					
Fire panel replacement		\$ 125,000					
Replace Emergency Generator							
Replace Vestibule Cabinet Heaters					\$ 10,000		
Mill and overlay parking lot					\$ 100,000		
Police Department							
Replace Sump Pump				\$ 20,000			
Replace Furnaces				\$ 20,000		\$ 30,000	
Replace South Parking Lot Light Fixtures						\$ 15,000	
Mill and overlay staff parking lot				\$ 150,000			
Police Annex							\$-
Replace Fire Alarm Panel				\$ 8,000			
Replace Furnances					\$ 50,000		
	\$ 133,000	\$ 762,000	\$ 512,000	\$ 358,000	\$ 720,000	\$ 490,000	\$ 206,000
TOTAL (INCLUDES WATER AND WASTE WATER UTILITIES)	\$ 10,924,700	\$ 10,204,000	\$ 58,002,400	\$ 17,550,364	\$ 12,804,953	\$ 15,313,496	\$ 122,030,913
TOTAL 2023 LESS WATER AND WASTE WATER UTILITES	\$ 4,846,200	\$ 9,237,000	\$ 51,032,400	\$ 14,369,364	\$ 9,291,953	\$ 9,729,996	\$ 95,737,913

Well Rehab		
Well #2		\$ 150,000
Well #3		
Well #4		
Well #5		
Well #7	\$ 150,000	
Well #11		
	\$ 150,000	\$ 150,000
Well Roof Shingling-new access hatch & Fence		
Well #2 (shingles)		
Well #4 (shingles)		
Well #5 (shingles)		
Well #7 (shingles)		
Boundary Fence at Well #5 & Well #7		
	\$ -	\$ -
Well House & Tower Door Lock Upgrade		
Keyless Access (22 well houae & tower door locks)		
Camera All Wells (keys and cameras maybe moved up a year or two)		
	\$ -	\$ -
Well House VFD		
Well #2		
Well #3		
Well #4		\$ 45,000
Well #11		
	\$ -	\$ 45,000
Water Tower Painting		
Tower #3	\$ 809,050	
	\$ 809,050	\$ -
Trucks-Equipment		
Vac/Valve Turner-2007 (possible move this out 2-4 years)		
New Truck and Crane	\$ 105,000	
	\$ 105,000	\$ -
Well Generators		
Well #2	\$ 300,000	
Well #4		\$ 300,000
Well #7	\$ 300,000	
250 kw Load Bank		
	\$ 600,000	\$ 300,000
Well Antenna System-this is half sewercovers the other half		
Well Antenna System (50% water & 50% sewer)	\$ 150,000	
	\$ 150,000	\$ -
Water Main Relay		
Well #4-Prelube line & new outlet piping		\$ 75,000
School Road Interconnect	\$ 158,250	

Santa Fe, Apache, Indianwood Dr, Cherokee, Commanche, Pawnee,
Council Bluffs- (13) Hydrants Replacments

Shagbark Ln	\$	668,500	
Loop Sunny View, Daniels, Kurt, Williams & Roberts?			
275' 12" main upsize Hilbert Ln Utlity road work	\$	173,750	
Hydrant and Valve Work Due to Road Construction	\$	60,000	\$ 75,000
215' River crossing at county line	\$	95,000	
	\$	1,060,500	\$ 150,000

			\$ 150,000	
			\$ -	
			\$ -	
			\$ -	
			\$ 150,000	Not seen in FY24 Budget
			\$ -	
\$ -	\$ -		\$ 300,000	
	\$ 15,000		\$ 15,000	
	\$ 15,000		\$ 15,000	
	\$ 25,000		\$ 25,000	
	\$ 15,000		\$ 15,000	
			\$ -	
\$ -	\$ 70,000		\$ 70,000	
	\$ 55,000		\$ 55,000	
	\$ 56,000		\$ 56,000	
\$ -	\$ 111,000		\$ 111,000	
\$ 45,000			\$ 45,000	
	\$ 45,000		\$ 45,000	
			\$ 45,000	
			\$ -	
\$ 45,000	\$ 45,000		\$ 135,000	
			\$ 809,050	
			\$ -	
\$ -	\$ -		\$ 809,050	
	\$ 145,000		\$ 145,000	
			\$ 105,000	I do not see in FY24 Budget
\$ -	\$ 145,000		\$ 250,000	
			\$ 300,000	
			\$ 300,000	
			\$ 300,000	
	\$ 30,000		\$ 30,000	
\$ -	\$ 30,000		\$ 930,000	
			\$ 150,000	
\$ -	\$ -		\$ 150,000	
			\$ 75,000	
			\$ 158,250	I added to Capital Plan

	\$ 150,000		\$ 150,000	
			\$ 668,500	I added to Capital Plan
\$ 550,000			\$ 550,000	
			\$ 173,750	I added to Capital Plan
\$ 75,000	\$ 75,000		\$ 285,000	
			\$ 95,000	I added to Capital Plan
\$ 625,000	\$ 225,000		\$ 2,155,500	I do not see in FY24 Budget

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 3, 2024

PLACEMENT: Presentation

ITEM TITLE: Report of Emergency Repair to Water Tower #1 fill pipe.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

A few weeks ago, water utility staff noticed small drips of water inside the column at Tower #1 which quickly escalated to a small cascade of water. The leak knocked out Tower Communications systems, which required water utility staff to build a false roof over the communication room to divert the water. I contacted the Tower 3 Water Tower inspector for possible repair options. Seven Brothers, the contractor rehabbing Tower 3, was able to send out repair staff to install a semi-permanent repair clamp over the small hole over the fill pipe.

Seven Brothers, 50805 Rizzo Drive, Shelby Township, MI 48315

Invoice-\$9,800.00-(leak repair) and \$3,000.00-(replacement of aluminum jacketing)

ATTACHMENT:

1. SBP -Germantown WI Tower #1 - Alum Jacketing Proposal 6-25-24
2. SBP-Germantown WI Tower 1 - Pipe Repair Invoice 6-25-24

STAFF RECOMMENDATION:

Report only. No action required.

ACTION BY Committee:

SEVEN BROTHERS PAINTING, INC.**INVOICE**

50805 Rizzo Drive
Shelby Township, MI 48315
Phone: (586) 323-7054

INVOICE # 101
DATE: 6/25/2024

TO:
Paul Haugen
Village of Germantown
N122W17177 Fon du Lac Ave.
Germantown, WI 53022
phaugen@germantownwi.gov

SHIP TO:
Village of Germantown
Water Tower #1

COMMENTS OR SPECIAL INSTRUCTIONS:
Pipe Repair

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
S.Vushaj	Germantown WI Tower 1	Paul Haugen	N/A	N/A	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Removed Insulation, Repaired pipe and re-installed insulation on Water Tower #1	9,800.00	9,800.00
SUBTOTAL			9,800.00
SALES TAX			N/A
SHIPPING & HANDLING			N/A
TOTAL DUE			9,800.00

Make all checks payable to SEVEN BROTHERS PAINTING, INC.
If you have any questions concerning this invoice, contact Sam Vushaj, (586) 323-7054,
sevenbrothers@sevenbrotherspainting.com

THANK YOU FOR YOUR BUSINESS!

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 3, 2024

PLACEMENT: Action Item

ITEM TITLE: Award Contract to Relay Water Main in Various Locations to Vinton Construction of Manitowoc, Wisconsin, in the amount of \$444,983.

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

This Water Utility improvement project (#2402) is located within two areas: the Glenwood Park Subdivision and the Hilbert Lane at Sylvan Circle intersection, as shown in the attached maps. The existing water mains are 6-inch dia. ductile iron and have experienced breaks. Relay projects were approved in the 2024 budget and this work is essential to upsize mains to 8-inch dia. and 12-inch dia. for fire flow pressures and to replace deteriorated pipe material that has resulted in leaks and required repairs. This project was advertised in June, and the Village received 5 bids.

Contractor	Amount
Vinton	\$444,982.80
Advance	\$467,288.00
MJ	\$487,980.00
Mid City	\$588,690.00
Globe	\$623,936.00

The lowest qualified bidder was below the \$590,310 construction estimate. The schedule for the work is to begin this summer. Once the water main contractor is completed later this summer, then the Road Program contractor will complete paving work in Glenwood Park Subdivision this fall. The water main alignment impacts a number of driveway culverts, so these culverts will be replaced as part of the project. Additional ditching is planned within the project limits to address drainage complaints. Staff has transmitted notification letters to property owners within the project limits regarding both the water work and the road work with a link to the project webpage: <https://www.germantownwi.gov/176/Construction-Projects> .

ATTACHMENT:

1. Ex A - Map of Glenwood
2. Ex B - Map of Hilbert Ln
3. Ex C - Map of Road Work

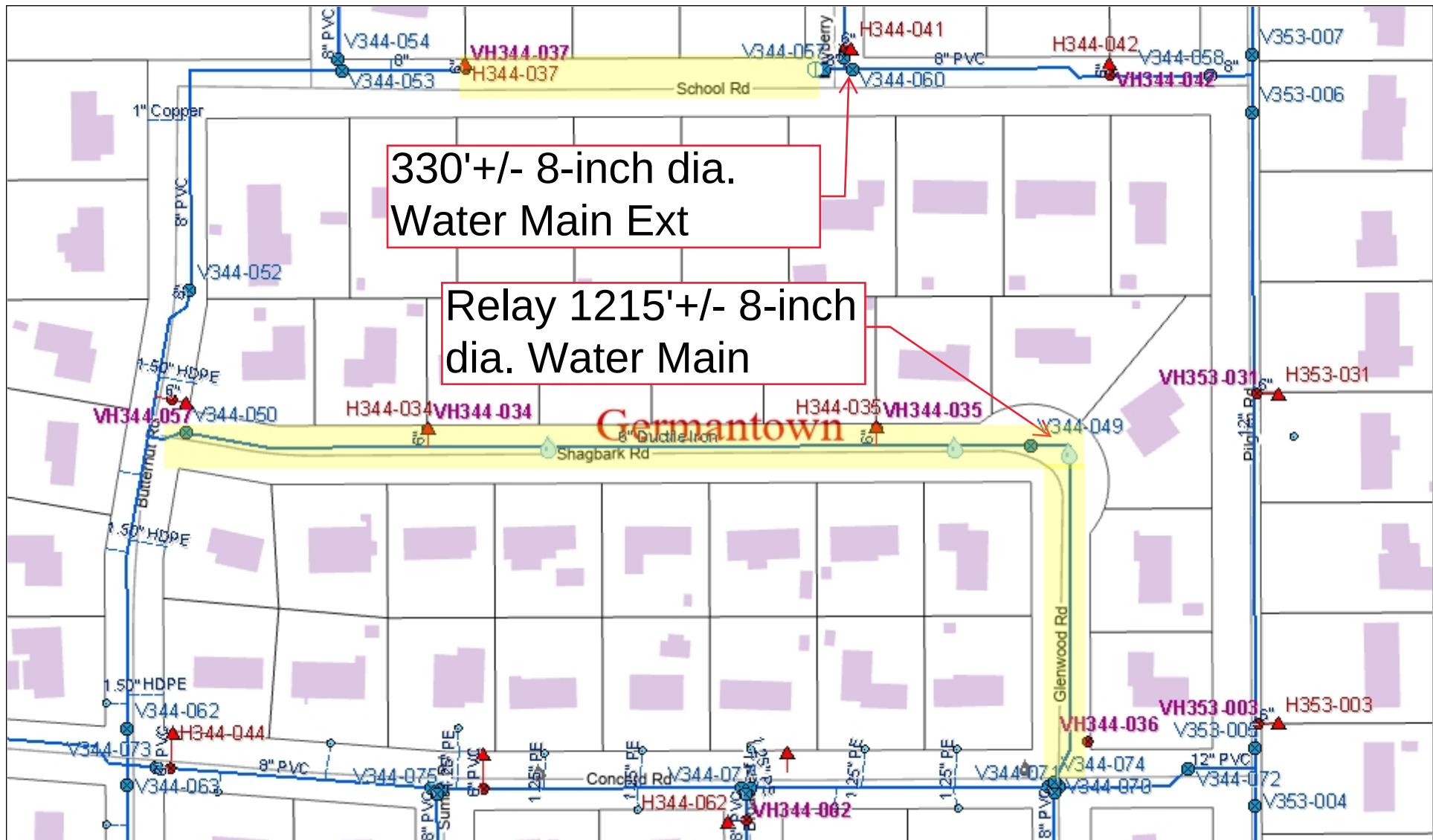
4. Ex D - Kapur's Recommendation (#2402)
5. Ex E - Bid Item Details

STAFF RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend to the Village Board, approval of a contract to Relay Water Main in Various Locations to Vinton Construction, the lowest qualified bidder, and include a 10% contingency, in the amount of \$44,498, for a total authorization of \$489,480.80 in account 50-000000-182210.

ACTION BY Committee:

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



Village of Germantown GIS

Glenwood Subdivision - Water Main Relay #2402

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

Village of



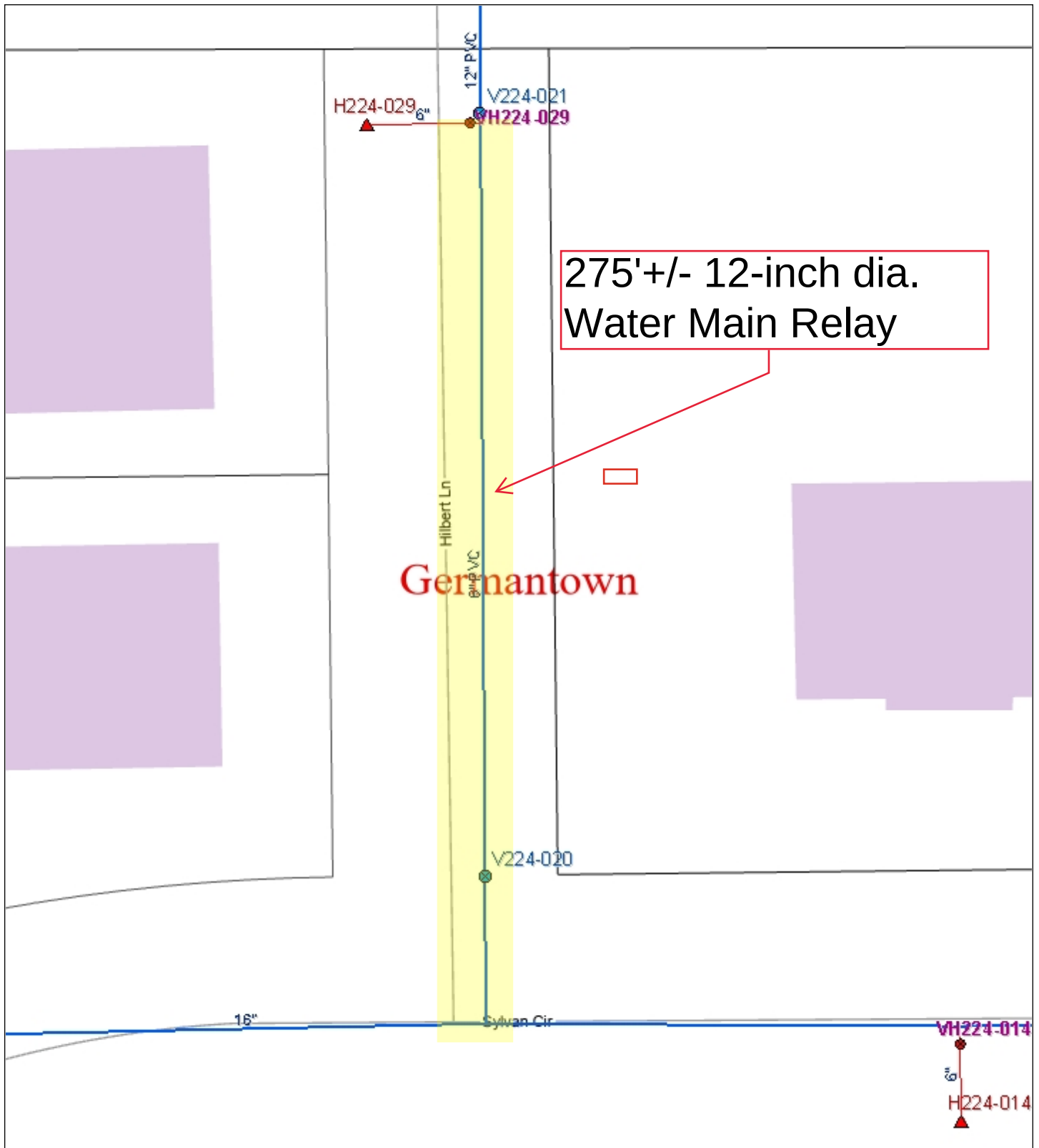
Village Of Germantown

N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 200'

Print Date: 6/27/2024



Village of Germantown GIS

Hilbert Ln and Sylvan Circle - Water Main Relay

DISCLAIMER:

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Village Of Germantown

N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 50'

Print Date: 6/27/2024

2024 ROAD PROGRAM PROJECT AREAS

**WILLOW
CREEK
HEIGHTS**



HILBERT LN



MAPLE RD



**GLENWOOD
PARK PH 2**



June 27, 2024

Mr. Kevin Driscoll
Village Engineer
Village of Germantown
N112 W17001 Mequon Rd
Germantown, Wisconsin 53022

Re: 2024 Watermain Improvements Project #2402
City of Greenfield

Dear Mr. Driscoll:

Bids were received from five (5) contractors to complete the 2024 Watermain Improvements Project #2402 as detailed in the plans and specifications prepared by our office. After review of the bids, it has been determined that Vinton Construction Co. is the low bidder for the Base Bid with a total cost of \$444,982.80. Our engineers estimate for the Base Bid was \$590,310.00. The low bid is 24.6% less than the engineer's estimate.

Kapur has worked with Vinton Construction Co in the past and they completed the work in an acceptable manner. Therefore, we recommend that the Village of Germantown award the Base Bid for the 2024 Watermain Improvements Project #2402 to Vinton Construction Co. for the amount of \$444,982.80

I have included a bid tabulation of all bidders and engineers estimate for your records. Should you have any comments or need additional information, please feel free to call me at (414) 751-7200.

Sincerely,

A handwritten signature in dark ink that reads "Chris Sberna".

Chris Sberna, P.E.
Associate/Project Engineer
Enclosure(s)



2024 Water Main Improvements Project #2402 (#9163200)

Owner: Village of Germantown

Solicitor: Kapur

06/27/2024 11:00 AM CDT

				Engineer Estimate		Vinton Construction Company		Advance Construction Inc.		MJ Construction, Inc.		Mid City Corporation		Globe Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid - Shagbark Road & Glenwood Road Watermain Relay							\$380,350.00		\$255,879.80		\$278,402.50		\$286,910.00		\$362,800.00
	1-		1 Slope Interruption Device	LF	20	\$20.00	\$400.00	\$35.00	\$700.00	\$10.00	\$200.00	\$15.00	\$300.00	\$10.00	\$200.00
	2-		2 Traffic Control	EA	1	\$1,000.00	\$1,000.00	\$21,450.00	\$21,450.00	\$22,250.00	\$22,250.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00
	3-		3 8-Inch Dia Watermain	LF	1215	\$130.00	\$157,950.00	\$112.37	\$136,529.55	\$129.00	\$156,735.00	\$130.00	\$157,950.00	\$185.00	\$224,775.00
	4-		4 Hydrant Assembly	EA	1	\$12,000.00	\$12,000.00	\$7,387.00	\$7,387.00	\$7,264.00	\$7,264.00	\$8,300.00	\$8,300.00	\$9,250.00	\$14,000.00
	5-		5 Hydrant Lead Replacement	LF	35	\$140.00	\$4,900.00	\$85.00	\$2,975.00	\$112.00	\$3,920.00	\$175.00	\$6,125.00	\$170.00	\$5,950.00
	6-		6 8-Inch Gate Valve	EA	2	\$2,600.00	\$5,200.00	\$2,775.00	\$5,550.00	\$2,600.00	\$5,200.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
	7-		7 1 ¼-Inch Dia Water Service	LF	655	\$100.00	\$65,500.00	\$70.75	\$46,341.25	\$64.50	\$42,247.50	\$117.00	\$76,635.00	\$65.00	\$42,575.00
	8-		8 Corporation Stop, Curb Stop Boxes and Connection to Original Service	EA	17	\$2,000.00	\$34,000.00	\$191.00	\$3,247.00	\$1,158.00	\$19,686.00	\$750.00	\$12,750.00	\$2,500.00	\$42,500.00
	9-		9 Hot Mix Asphaltic Pavement Patching (4LT 58-28S, 12mm), Undistributed	TON	20	\$140.00	\$2,800.00	\$340.00	\$6,800.00	\$417.50	\$8,350.00	\$160.00	\$3,200.00	\$250.00	\$5,000.00
	10-		10 Concrete Driveway Approach, Undistributed	SY	30	\$80.00	\$2,400.00	\$90.00	\$2,700.00	\$100.00	\$3,000.00	\$95.00	\$2,850.00	\$250.00	\$7,500.00
	11-		11 Lawn Surface Restoration, Topsoil, Seed, E-Mat & Watering	SY	900	\$100.00	\$90,000.00	\$20.00	\$18,000.00	\$7.50	\$6,750.00	\$11.00	\$9,900.00	\$7.50	\$6,750.00
	12-		12 Ditch Re-Grading	LF	280	\$15.00	\$4,200.00	\$15.00	\$4,200.00	\$10.00	\$2,800.00	\$10.00	\$2,800.00	\$35.00	\$9,800.00
Base Bid - School Road Watermain Installation & Drainage Improvements							\$143,850.00		\$89,786.00		\$94,287.50		\$112,375.00		\$125,100.00
	20-		20 Slope Interruption Device	LF	10	\$20.00	\$200.00	\$35.00	\$350.00	\$10.00	\$100.00	\$15.00	\$150.00	\$10.00	\$100.00
	21-		21 Traffic Control	EA	1	\$1,000.00	\$1,000.00	\$7,150.00	\$7,150.00	\$10,750.00	\$10,750.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00
	22-		22 8-Inch Dia Watermain	LF	330	\$130.00	\$42,900.00	\$108.70	\$35,871.00	\$125.00	\$41,250.00	\$145.00	\$47,850.00	\$185.00	\$61,050.00
	23-		23 Hydrant Assembly	EA	1	\$12,000.00	\$12,000.00	\$9,920.00	\$9,920.00	\$11,761.00	\$11,761.00	\$10,750.00	\$10,750.00	\$14,500.00	\$14,500.00
	24-		24 1 ¼-Inch Dia Water Service	LF	180	\$100.00	\$18,000.00	\$70.75	\$12,735.00	\$64.50	\$11,610.00	\$165.00	\$29,700.00	\$65.00	\$11,700.00
	25-		25 Corporation Stop, Curb Stop Boxes and Connection to Original Service	EA	6	\$2,000.00	\$12,000.00	\$1,910.00	\$11,460.00	\$1,159.00	\$6,954.00	\$750.00	\$4,500.00	\$2,500.00	\$15,000.00
	26-		26 15-Inch Dia CMP Culvert with 2 Steel Flared End Sections	LF	75	\$100.00	\$7,500.00	\$82.00	\$6,150.00	\$66.50	\$4,987.50	\$145.00	\$10,875.00	\$75.00	\$5,625.00
	27-		27 Ditch Re-Grading	LF	350	\$15.00	\$5,250.00	\$15.00	\$5,250.00	\$10.00	\$3,500.00	\$10.00	\$3,500.00	\$35.00	\$12,250.00
	28		28 Lawn Surface Restoration, Topsoil, Seed, E-Mat & Watering	SY	450	\$100.00	\$45,000.00	\$2.00	\$900.00	\$7.50	\$3,375.00	\$11.00	\$4,950.00	\$7.50	\$3,375.00
Base Bid - Hilbert Lane							\$66,110.00		\$99,317.00		\$94,598.00		\$88,695.00		\$100,790.00
	30-		30 Inlet Protection	EA	4	\$80.00	\$320.00	\$80.00	\$320.00	\$75.00	\$300.00	\$100.00	\$400.00	\$100.00	\$400.00
	31-		31 Traffic Control	EA	1	\$1,000.00	\$1,000.00	\$7,150.00	\$7,150.00	\$10,750.00	\$10,750.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00
	32-		32 12-Inch Dia Watermain	LF	275	\$140.00	\$38,500.00	\$242.00	\$66,550.00	\$178.50	\$49,087.50	\$238.00	\$65,450.00	\$245.00	\$67,375.00
	33-		33 16-Inch Dia Watermain	LF	8	\$160.00	\$1,280.00	\$330.00	\$2,640.00	\$1,872.00	\$14,976.00	\$200.00	\$1,600.00	\$1,500.00	\$12,000.00
	34-		34 Hydrant Assembly	EA	1	\$12,000.00	\$12,000.00	\$9,068.00	\$9,068.00	\$9,009.00	\$9,009.00	\$8,100.00	\$8,100.00	\$9,250.00	\$9,250.00
	35-		35 12-Inch Gate Valve	EA	1	\$4,000.00	\$4,000.00	\$4,967.00	\$4,967.00	\$4,587.00	\$4,587.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
	36-		36 Verification and Installation of Water Service	LF	21	\$110.00	\$2,310.00	\$97.00	\$2,037.00	\$64.50	\$1,354.50	\$205.00	\$4,305.00	\$65.00	\$1,365.00
	37-		37 Corporation Stop, Curb Stop Boxes and Connection to Original Service	EA	1	\$2,000.00	\$2,000.00	\$2,485.00	\$2,485.00	\$1,159.00	\$1,159.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00
	38-		38 Hot Mix Asphaltic Pavement Patching (4LT 58-28S, 12mm), Undistributed	TON	5	\$140.00	\$700.00	\$340.00	\$1,700.00	\$595.00	\$2,975.00	\$510.00	\$2,550.00	\$300.00	\$1,500.00
	39-		39 Lawn Surface Restoration, Topsoil, Seed, E-Mat & Watering	SY	40	\$100.00	\$4,000.00	\$60.00	\$2,400.00	\$10.00	\$400.00	\$11.00	\$440.00	\$10.00	\$400.00
Base Bid Total:							\$590,310.00		\$444,982.80		\$467,288.00		\$487,980.00		\$588,690.00

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 3, 2024

PLACEMENT: Action Item

ITEM TITLE: Award a Contract for Final Design & Bid Services of the High Point Pass Road Construction to raSmith in the amount not to exceed \$82,000

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

The consulting firm, raSmith, has been instrumental as the Design Engineer for Village on the Holy Hill Road, Gateway Crossing, Richfield Utility Extension, Glenwood Park projects, and the preliminary Design for High Point Pass and the railroad crossing. In addition, consultants with raSmith have provided various construction inspection services and staking for these projects, and continue to provide engineering services for ongoing project work.

Staff requested raSmith to provide a scope of services to complete the Final Design of High Point Pass Construction project, including the railroad crossing design. This project includes the intersection improvements at Holy Hill Road and extends 1400 south to the Railroad Crossing. This request was made in conjunction with the TID amendment for the project approval process with the Public Works and Highways Committee, the Village Board and the Joint Review Board. This final design work is anticipated to begin in summer 2024, with construction anticipated in 2025.

ATTACHMENT:

1. Ex A - Scope Budget Terms and Conditions

STAFF RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend to the Village Board, approval of a contract for Final Design of High Point Pass Construction to raSmith of Cedarburg, Wisconsin, on a time and materials basis in the amount not to exceed \$82,000 against TID#8 Accounts 454408000 Admin, 45408440 Street Improvements, 45408460 Water Utility Improvements.

ACTION BY Committee:

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

May 31, 2024

Kevin Driscoll, P.E.
Village Engineer
Village of Germantown
N112 W117001 Mequon Road
Germantown, WI 53022

Re: Proposal for Engineering: **High Point Pass—Holy Hill Road to the RR Crossing**
raSmith Project No.: 2235621

Dear Mr. Driscoll:

Thank you for allowing raSmith to provide you with a proposal for professional services. We appreciate your trust in helping with the planning and preliminary engineering for the Holy Hill Gateway District, notably the planned infrastructure, and look forward to continuing the engineering with the final plans for extending High Point Pass from Holy Hill Road to the RR crossing.

Scope of Services

As the Village of Germantown continues planning within the Holy Hill Gateway District, which would include expanding sanitary sewer and municipal water service to the Village of Richfield, various other areas within the district are being discussed. These areas are within the various TIF districts and the planning and design of the surrounding facilities are needed so they can either work in conjunction with the Richfield Sewer and Watermain extensions or be built separately due to other demands in the area. We have already laid out the potential roadway for High Point Pass, between the RR and Holy Hill Road, and now a final design is required. This final design would extend from the intersection with Holy Hill Road and end in a cul-de-sac either north of the RR crossing (if the owner or the OCR does not allow a new roadway crossing) or extend south of the RR (if the crossing is approved). Either way our design would include a cul-de-sac terminus and our scope and costs would include the RR crossing improvements needed (assuming at grade crossing). We know the intersection is being improved at Holy Hill road as well, with potential signals, and those are also included. We will confirm the final geometric layout at Holy Hill Road based on the adjacent developments before doing the final design and signal design. Lastly, as part of the roadway extension, a multi-use path and/or sidewalk will also be incorporated into the design, extending the Goldendale Creek Trail from the proposed park to Holy Hill Road. No sewer or water are anticipated within the final design over this portion of roadway extension. However, if during the design process it is determined the future property owner on the east side of High Point Pass does need sanitary sewer, we would extend the sanitary sewer south to this development as part of our roadway design. In order to build this infrastructure, we will provide the following services.

1. Complete a topographic survey, from Holy Hill Road past the RR tracks. The survey would extend from the future right of way to right of way and be able to be used for the final design of the roadway.
2. We will utilize the past conceptual drawings, connections at Holy Hill Road and designs from the adjacent developments to finalize the desired roadway alignment, signals and geometrics (we are assuming a divided boulevard at this point, with curb and gutter).
3. We will work with the Village to determine the final terminus of the roadway. Any exhibits and needed plans to help with the RR crossing will be provided under a separate contract.
4. Prepare plan and profile sheets (20 scale) for the proposed roadway improvements including the required items at the crossing. Plans will include a traffic control plan, erosion control, typical sections and roadway cross-sections. We assume no right of way plat or easements are needed as this will be completed as part of other projects and developments in the area.



High Point Pass—Holy Hill Road to the RR Crossing

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5. Submit plan reviews at the 50% and 90% plans and meet with the Village to review and update the plans.
6. Prepare quantity take-offs and estimates at each of the reviews and a final cost estimate prior to bidding.
7. Submit a DNR NOI (assumed needed at this point). We assume no environmental permit would be needed (waterway or wetland).
8. Prepare construction contract specifications.
9. Complete final bid documents based on the final review.
10. Assist with bidding, which includes the advertisement (utilizing Quest for bidding), answering contractors questions, issuing addendum as necessary, attend the bid opening and prepare a letter of recommendation.

Completion Schedule

We will work with you to meet the project deadline and to establish an acceptable schedule that will be mutually agreed upon prior to beginning work. However, we assume this project should commence immediately and we are prepared to begin this summer and complete the evaluations and final designs this fall and winter. We assume a 2025 construction schedule, but we are aware developments adjacent to the site, along with RR coordination efforts, might require adjustments to the schedule.

Professional Fees

The above services will be provided on a time and expense, not to exceed fee, estimated between \$79,000 and \$97,000. An estimated fee is provided as we determine the exact limits of the terminus and the requirements for the RR crossing (if it crosses the RR) and the need for sanitary sewer. These items will greatly impact the budget. In addition, if this project moves forward with other sections of sewer and water extensions at the same time, there will be duplication of effort that will provide a cost savings. We will notify the Village if tasks and costs are out of scope and fees will extend beyond the estimated fee. Services will be billed each month based on the work completed.

If you would like to authorize raSmith to proceed with your project, please contact me and I will provide the appropriate Professional Services Agreement for execution. We are available to answer any questions you may have about your project. Thank you again for your consideration of raSmith to work on your project.

Sincerely,
raSmith

A handwritten signature in black ink, appearing to read 'T. Hartjes', written over a horizontal line.

Troy Hartjes, P.E.
Senior Project Manager

bth:J:\2235621\Contract\rockfield and freistadt additional requests\EP 240524 High Point Pass HH Road to RR, final design.docx

PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between _____ ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

("Project").

Professional's services under this Agreement are generally identified as follows:

("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional 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, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by Professional 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. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional 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, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional 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 Professional or its consultants.
 - D. *Use of Documents*

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

~~E. Liability~~ **Intentionally Deleted**

~~To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.~~

~~F. Indemnification~~ **Intentionally Deleted**

~~To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.~~

E. Indemnification and Liability

1. To the fullest extent permitted by law, Professional shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Professional or Professional's officers, directors, partners, employees, and consultants in the performance of Professional's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Professional, Professional's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, Professional's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of Professional and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Professional's negligence bears to the total negligence of Client and all other negligent entities and individuals.
4. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

F. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

G. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: _____

Client: _____

Professional: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Client's Phone: _____

Professional's Phone: _____

Client's Email: _____

Professional's Email: _____

	High Point Pass Holy Hill to RR, with signals Final Design Village of Germantown	Project Manager - Ranjes, P.E.	Lead Engineer- Gasper, P.E.	Design/Tech, Gebhart	Signals Bruggeman	Survey Lead: Ratzburg	Survey 2 man crew or robotics	QA/QC- Contractability, Schaffer, P.E.	Clerical	Permit Fees	TOTAL
	Hourly Rate	\$178	\$163	\$146	\$172	\$172	\$210	\$172	\$110		
	Planning and Design Scope/Tasks up to Bidding										
	Final Design										
	Field Survey, 1,500'	2				8	27				37
	Horizontal Alignment-Finalize	2	24								26
	Vertical Plans with x-sections	4	40	20							64
	Plan and Profile Sheets, thru 90%	2	12	16							30
	Details, with typical section and erosion control	2	20	20							42
	Cost Estimates/Quantities (50/90%)	2	4	12							18
	Traffic Signals	2	2		80						84
	Review and Updates to Plan	4	16	16							36
	RR Crossing Exhibits/details (non OCR required items)		24	12							36
	Permitting/NOI	2		12							14
	Specifications	2	24						4		30
	Sanitary Design (for adjacent lots)	2	8	16							26
	Meetings/PM/QC	24						16			40
	Final Bid Documents/Advertise	4	8						4		16
	Bidding/Opening/Recommendation	4	2						2		8
	Task 1 Subtotals	58	184	124	80	8	27	16	10		507
		\$10,324	\$29,992	\$18,104	\$13,760	\$1,376	\$5,670	\$2,752	\$1,100		\$83,078
	Total Expenses	\$50	\$50							\$250	\$350
	Total Fee and Expenses	\$10,374	\$30,042	\$18,104	\$13,760	\$1,376	\$5,670	\$2,752	\$1,100	\$250	\$83,428

Total Lump Sum **\$83,428**

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: July 3, 2024

PLACEMENT: Presentation

ITEM TITLE: Road Program Funding and Effectiveness

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The Director will discuss the attached memo addressing the effectiveness of road funding over the past five years.

ATTACHMENT:

1. 062724 - Road Program Memo to PWHC

STAFF RECOMMENDATION:

Discussion only.

ACTION BY Committee:



Department of Public Works

Matt Mortwedt, Director
Kevin Driscoll, Village Engineer
N112W17001 Mequon Rd, PO Box 53022
engineering@germantownwi.gov
262-253-4721

MEMORANDUM

DATE: 6/27/2024

FROM: Matt Mortwedt, Director of Public Works *MM*

TO: Terri Kaminski, Chairperson, Public Works and Highway Committee
The Public Works and Highway Committee.

The annual funding level of road replacement in Germantown (not including TID's) has been \$1.5M. Sealcoating maintenance has been funded at \$350,000 and was reduced in 2024 to \$250,000.

Due to a static budget, rising construction costs, and inflation, statistical indicators point to our road budget becoming less and less effective at maintaining road conditions across our network.

In *Figure 1* you can see the effects of inflation. Over the last five years the dollars necessary to replace a mile of road have more than doubled.

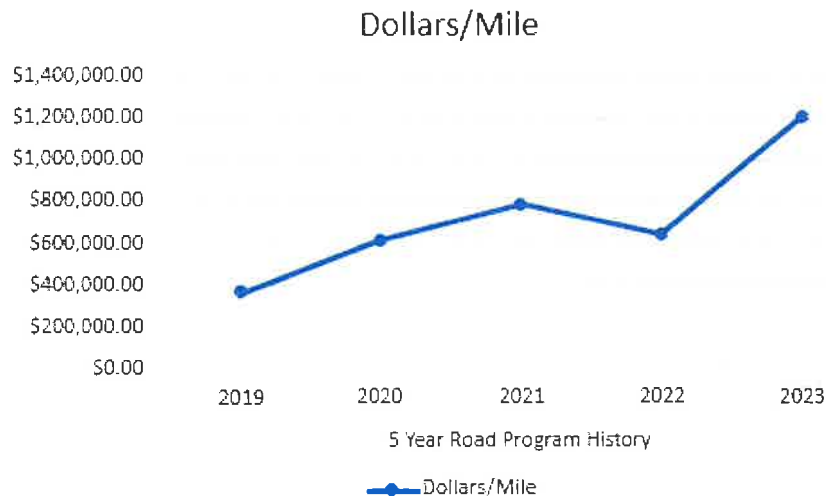


Figure 1 – Dollars per mile

As could be anticipated the road replacement cycle has steadily increased to a level that is not sustainable. The 1-year replacement cycle in 2023 is approaching 90 years. The 5-year average is over 50 years.

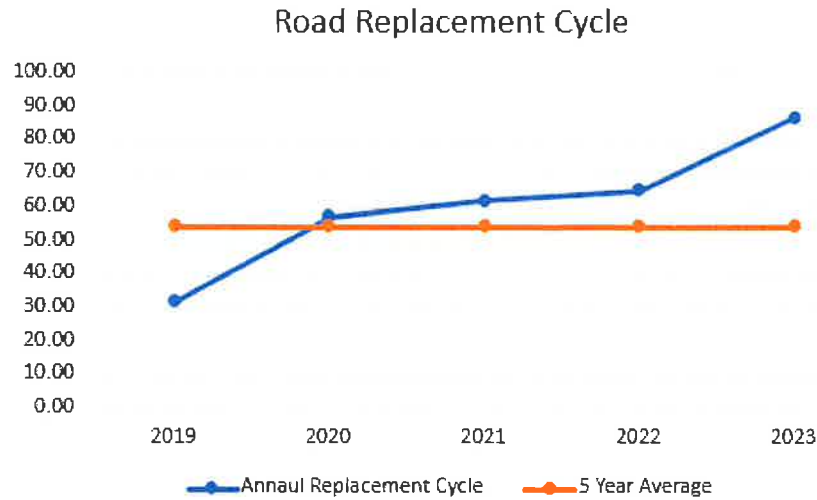


Figure 2 – Road Replacement Cycle

The impact is that fewer miles have been replaced. Over five years that number of miles replaced has decreased dramatically. See *Figure 3*, below.

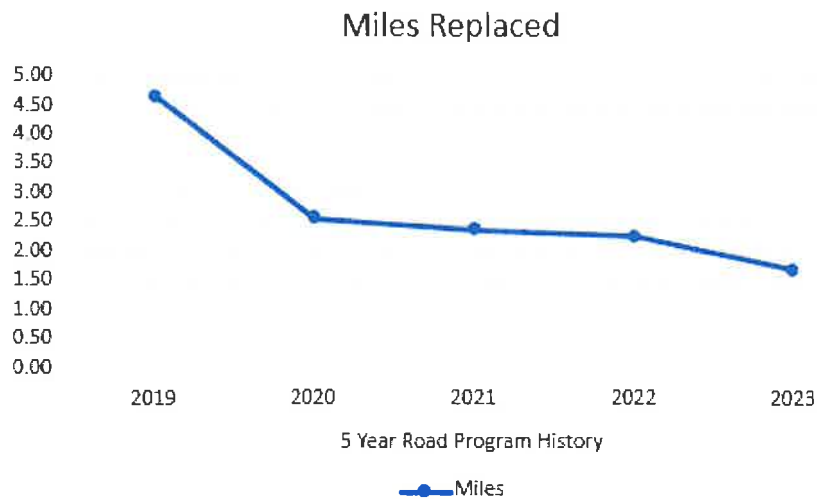


Figure 3 – Miles Replaced

The result of that is becoming evident in the decrease in PASER rating, a road rating system based on a 1 -10 scale. PASER ratings are conducted every other year.

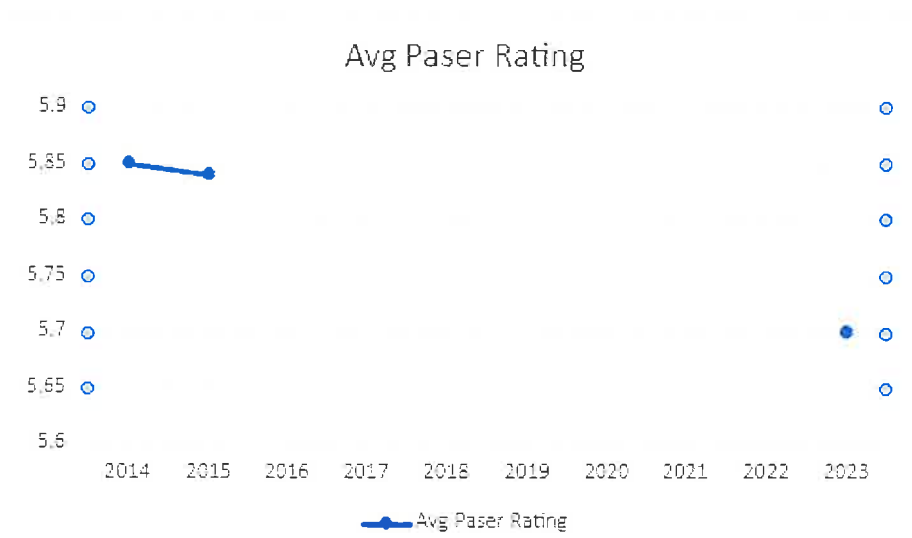


Figure 4 – Paser Rating

Director's Report - July 2024

Staff Top 3 Projects

Village Engineer

1	Donges Bay Road Reconstruction	Anticipate hard closure with box culvert out. Limited local access only.
2	Glenwood Park Water Main Relays	Bids were opened 6/27. Award anticipated 7/8 to Vinton Construction.
3	Division Rd Concepts and Community Engagement	First PIM held on 6/20. Second PIM scheduled 7/23, 7PM, Village Hall.

Engineering Tech

1	2024 Road Program	Wolf Paving anticipates a mid-July start.
2	2024 Sealcoating Program	Farner Asphalt will coordinate work.
3	2024 Wasterwater CIPP Specification	Specification to be developed for fall bid.

Water Superintendant

1	Tower 3 Rehab	Project kicked off the week of 6/24.
2	Well 12 Construction / Well 12 Rehab	Additional testing of Well 12 anticipated. New scheudle for Well 12 being developed. Anticipate additional CO after testing.
3	Tower 4 Construction	Tower 4 schedule will be updated now that the Operators Union is no logner on strike.

Wastewater Superintendant

1	Ruekert and Mielke Facilities Study and amendment	Committee review anticipated next step in August.
2	New DPW site work / System cleaning	Complete site work on wastewater system at DPW site. System cleaning.
3	2024 Cured in Place Sewer Lining	Anticipate fall bid and coordination with Engineeering Division.

Highway, Parks , Buildings & Grounds Superintendant

1	Alarm Monitoring Installation	O&W installing alarm monitoring divices.
2	Brush Pick-up	Complete as of 6/27. Almost 70% more material collected than last year.
3	Manhole and cluvert repairs.	Repair of two stormwater culverts and a manhole.
4	Catch Basin Re-Builds.	In progress.

Director's Report - July 2024, cont.

Director

1	Comprehensive Tree Plan	Draft finalized and presented to PWHC.
2	Public Safety Building Needs Assessment and Feasibility Study RFP	Plan awarded to GRAEF/PRA/Moore Construction. Kick off meeting scheduled for 7/10.
3	DPW Move	Coordinating primary and back-up internet service, printer leases,
4	5 Year CIP Development	Developed a 5 year CIP program

Richfield IGA Update

6/25 Admin Meeting: Richfield delays discussed, impact on other Germantown developments. Anticipate more action following a July Richfield Board meeting.

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 Mequon Rd from Division to Pilgrim - 2028
WISDOT - US 167/Lannon/Mequon- 1-41 to US 145 - 2028

Compliance Milestones

1	PSC CPR Report Development - Hired R-M to assist with CPR Development.
2	CMOM & CMAR - 6/24 - Submitted
3	MMSD Annual Report - 7/30/24
4	DNR Storm Water Pollution Prevention Plan (SWPPP) - overdue
5	MS4 Permit Application - 9/24 - Hired GRAEF to assist with application development.

Department Update

1	Hired Joseph Harvat (6/24) Civil Engineer
2	Hiring Mechanic (Highway) and Utility Operator (Water Utility).
3	Anticipate a policy for CDL compensation for new hires.
4	Policy Development: Pavement Cuts, Backfill and Restoration
5	Impact Fee Study led by Village Administrator
6	DPW move expected to begin in July. Occupancy in late July / early August. Operational in new facility in September.
7	Road program and seal coat program expected to begin in July.
8	Maple Rd reconstruction - Working to finalize contact, schedule pre-con.
9	Goldendale Booster start up anticipated in July
10	Water Rate Step II Increase

Complaint Log - 6/1 - 6/27

Street -Miscellaneous	8
Garbage - Missed Recycling	4
Garbage - RequestNew Cart	3
Tree - Miscellaneous	3
Engineering - Drainage	2
Engineering - Misc.	2
Garbage - Missed Garbage	2
Garbage - Damaged Cart	1
Garbage - General Complaint	1
Parks - Miscellaneous	1
Sewer - Miscellaneous	1
Tree - Damaged Village Tree	1
Water - Hydrant	1
Water - Taste	1
Total	31

