

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

DATE & TIME: Tuesday, November 12, 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 385 8736** 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=m57430ac42e166ffcba4c6068a75f8435>

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. October 1, 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. **UNFINISHED BUSINESS**
- VI. **NEW BUSINESS:**
 - A. Approval of a professional services agreement with Ruekert-Mielke for an amount not to exceed \$20,000 for additional work on the PSC CRP report.
 - B. Award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements at Wells 2 and 7.
 - C. Award of a professional services agreement with Foth for an amount not to exceed \$100,000 for construction administration and inspection services related to generator replacements at Wells 2 and 7.
 - D. Discussion of a planned rural street tree pruning and removal project on Mary Buth Ln, Oakwood Dr, Highland Rd and potentially additional roads in the Village over the late fall and winter.
 - E. Approval to purchase a replacement 20 hp submersible sewage pump from Flygt USA for Lift Station 7 in the amount of \$23,585.60.
 - F. Acceptance of Improvements - Keller Town 9 Water Main

VII. DIRECTORS'S REPORT:

A. November Director's Report

VIII. NEXT MEETING DATE:

IX. ANNOUNCEMENTS:

X. ADJOURNMENT:

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

MEETING:	REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
DATE AND TIME:	Tuesday, October 1, 2024 5:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

I. CALL TO ORDER:

Chairperson Kaminski called the Public Works and Highways Committee meeting to order at 5:30PM.

II. ROLL CALL:

Present: Trustee Terri Kaminski, Trustee Rick Miller, Trustee Phil Hudson, Trustee Robert Warren

Absent: None

Excused: None

III. APPROVAL OF MINUTES:

A. September 4, 2024

Motion: Approve as presented

Motioned By: Phil Hudson

Seconded By: Rick Miller

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

No: None

Abstain: None

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

IV. PUBLIC COMMENT:

One citizen spoke:

Lynne Bednarz (N10121 Pawnee Ct)

V. UNFINISHED BUSINESS

VI. NEW BUSINESS:

A. Approval of a change order to Ruekert & Mielke for modifications to the Sewer Facilities Plan for \$12,800.00.

Director of Public Works Matt Mortwedt discussed an amendment to the sewer facilities plan presented at the last meeting which addresses the changes that need to be made after review and comments made by MMSD, Southeastern Wisconsin Regional Planning Commission (SEWRPC) and DNR. The amendment includes the requirement of the Sanitary Sewer Service Area, which is also being amended, and the facilities plan to align so that the planning boundaries are the same. This requires

adding some area and removing some area from the plan in other locations.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Phil Hudson

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

No: None

Abstain: None

Motion (Yes 4, No 0, Abstained 0)

- B. Award of the Old Farm and Main St Lift Station study professional services agreement to Ruekert & Mielke for \$50,000.00.

Director of Public Works Matt Mortwedt discussed the additional study that was determined necessary coming out of the facilities plan which is studying in greater detail what they believe are the approaches necessary to upgrade Old Farm and Main St. including further technical study and analysis. We would use this to lead into design for the upgrades and to help with making decisions about Division Rd.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Rick Miller

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

No: None

Abstain: None

Motion (Yes 4, No 0, Abstained 0)

- C. Award of the 2025 sewer lining contract to VisuSewer for \$140,633.50.

Director of Public Works Matt Mortwedt advised this is the last sewer lining project to be completed after a number of years. This is for an area in the Germantown business park which is a relatively small lining compared to projects in the last couple of years. VisuSewer was the only bidder and they came in under budget at \$133,633.50. They have been a good contractor and we are looking to award this with a ten percent contingency for a total of \$140,633.50.

Motion: Approve as presented

Motioned By: Phil Hudson

Seconded By: Robert Warren

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

No: None

Abstain: None

Motion (Yes 4, No 0, Abstained 0)

- D. Award of the Village Hall access control system installation contract to O&W Communications for \$54,455.00.

Director of Public Works Matt Mortwedt advised this was an item identified in the 2024 Buildings and Grounds Capital budget for the upgrade of the access control system at Village Hall. We are looking at beginning to upgrade all facilities to line up with the same type of system that was installed at the Department of Public Works which involved an extensive vetting process with the Department of Public Works as well as the Police and Fire Departments. We would like to replicate what we did at the Department of Public Works in our other facilities, which will provide a number of security benefits. This includes the elimination of physical keys, being able to electronically assign and disable access to employees. After this would be installed, we would take keys back and reduce the number of keys in circulation.

This is a project which is being brought forward as a request to award this to O&W Communications without a bid. It is beneficial to having installation done in the same way across all our facilities for consistency. It is also prudent to have only one vendor for security purposes. It is also better for maintenance purposes.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Rick Miller

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

No: None

Abstain: None

Motion (Yes 4, No 0, Abstained 0)

- E. Award of the Village Hall security system replacement project to O&W Communications for \$9,300.00.

Director of Public Works Matt Mortwedt explained this is related to the Village Hall access project for access into the buildings. This project would be likened to a burglar alarm system in which a panel will alarm when a perimeter door is breached.

The existing system at Village Hall suffered a catastrophic failure earlier this year. Currently, we do not have a system in place. We are looking to use some of the remaining funds left from the O&W alarm monitoring project as well as some of the Village Hall operating budget to award this contract for a similar Bosch operated burglar alarm system at Village Hall. The benefits of going with Bosch include the integrations capable between this burglar alarm system and the access control system.

Motion: Approve as presented

Motioned By: Phil Hudson

Seconded By: Robert Warren

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

No: None

Abstain: None

Motion (Yes 4, No 0, Abstained 0)

- F. Approval of an agreement with MLG for a sanitary sewer easement and land transfer for High Point Pass right-of-way.

Director of Public Works Matt Mortwedt explained this is a needed step in the continued development of the High Point Pass which will be a public road (currently private) running from Holy Hill Rd. south to the railroad tracks.

First, we need to have this agreement put in place because we need to acquire the right-of-way necessary to build the road. MLG will give us the necessary land in this agreement. Secondly, we need them to allow us access to their property and easement for the sewer which will be aligned through their property. The path will deliver sewer to their parcel, the Holy Hill storage parcel, and to the Truck country property.

This agreement does not have any money exchanging hands. They are giving us the right-of-way, and they are gaining the benefit of having sewer run through their property.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Rick Miller

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

No: None

Abstain: None

Motion (Yes 4, No 0, Abstained 0)

VII. DIRECTORS'S REPORT:

- A. October Director's Report

Public Works Director Mortwedt presented the October Director's Report. Mortwedt reported all the paving activities from 2023 and 2024 road program have been completed. There is some restoration and striping that needs to be done over the next couple of weeks, but the paving has been completed. Our Engineering Tech, Jake, has been working on an expansion of our road program and seal coat plan. We are expanding it from a five year plan to a ten year plan for roads. Our seal coat plan has typically been addressed year to year, but we will be expanding this to a five year plan. We hope to present the ten year road plan and five year seal coat plan at next month's meeting. Utility adjustments and manhole adjustments completed.

We have been working on the Public Safety Building needs assessment and study and

are nearing the end of that. We are waiting for some revisions to the draft report based on a final meeting. We will be sharing the results at an upcoming Village Board meeting. The Fire Department has needs to be addressed in the short term. They will require a remodel of station #2 due to new staff beginning in January and not enough space.

Our MS4 application has been submitted to the DNR.

We are close to full staffing level in Public Works including the hire of a Mechanic and an Administrative Assistant, but we are still looking for an operator.

Political signs in the right-of-way have generated a large number of complaints from citizens so we asked the Village Attorney for an interpretation of the ordinance. Our ordinance is unusual and very difficult to enforce. It may be a good idea down the road, to change the ordinance to make it easier to enforce if the expectation will be for it to be enforced.

DPW Open House is scheduled for October 26th from 10-12 with involvement and equipment on hand from Police/Fire and Public Works with tours of the facility to the public.

Complaint log now being tracked and updated.

VIII. NEXT MEETING DATE:

The next Public Works and Highway Committee Meeting will be held November 12, 2024 at 5:30 PM.

IX. ANNOUNCEMENTS:

There were no announcements.

X. ADJOURNMENT:

Chairperson Kaminski adjourned the meeting at 6:17PM.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: November 12, 2024

PLACEMENT: Action Item

ITEM TITLE: Approval of a professional services agreement with Ruekert-Mielke for an amount not to exceed \$20,000 for additional work on the PSC CRP report.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

As a condition of the Village of Germantown's approved water rate case, the Public Service Commission (PSC) created a requirement to produce a Continuing Property Record report. The report is a full inventory and construction cost of all of the Water Utility assets.

Over the past several years, deadlines passed without progress and the Village was granted several extensions. As of earlier this year, additional extensions from the PSC are not anticipated. Despite that staff initiated an in-house effort to produce the report and demonstrate good faith efforts to the PSC. Despite the good-faith effort, we may still receive a notice of violation for our past due report. The in-house effort quickly led to the realization that producing this report solely with staff time would be very time-consuming. At that point, we hired Ruekert-Mielke to assist with the research, data analysis, and technology needed to produce the report.

This additional proposal is to continue to work on creating the initial CPR report, and to build out a system necessary that creates ease of reporting in the future because the CRP will need to be continuously maintained from this point forward. The attached report outlines the additional effort needed. In addition, the agreement that outlines the scope of the initial agreement is attached.

ATTACHMENT:

1. Driscoll-20241001-GIS Scope for PSC Data Updates, Organization, and Tracking Proposal
2. R-M CPR Requirements Contract 240621 (1)

STAFF RECOMMENDATION:

Approval of a professional services agreement with Ruekert-Mielke for an amount not to exceed \$20,000 for additional work on the PSC CRP report.

ACTION BY Committee:

October 1, 2024

Mr. Kevin Driscoll
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Re: GIS Scope for PSC Data Updates, Organization, and Tracking Proposal

Dear Mr. Driscoll:

Ruekert & Mielke, Inc. (R/M) is pleased to submit an agreement to provide a GIS Scope for PSC Data Updates, Organization, and Tracking.

Project Description:

As we continue to work on the Village of Germantown's PSC reporting process, the next step involves working with the Village to organize and update GIS data that pertains to the PSC reporting requirements.

Scope of Services:

Based on discussions with Village staff and our GIS team members, we understand the work for this next portion to include:

- Task 2.01 Development of GIS layer in the Village of Germantown's AssetAlly site that visualizes the missing data required for the PSC report. R/M will outline the missing fields to generate a layer and display (shown below in Figure 1).
- Task 2.02 Meet with Village staff to review the PSC layer addition and determine the plan to update null fields.
- Task 2.03 RM will work with Village staff to update null fields that are required for the PSC report. A pilot area has been completed.

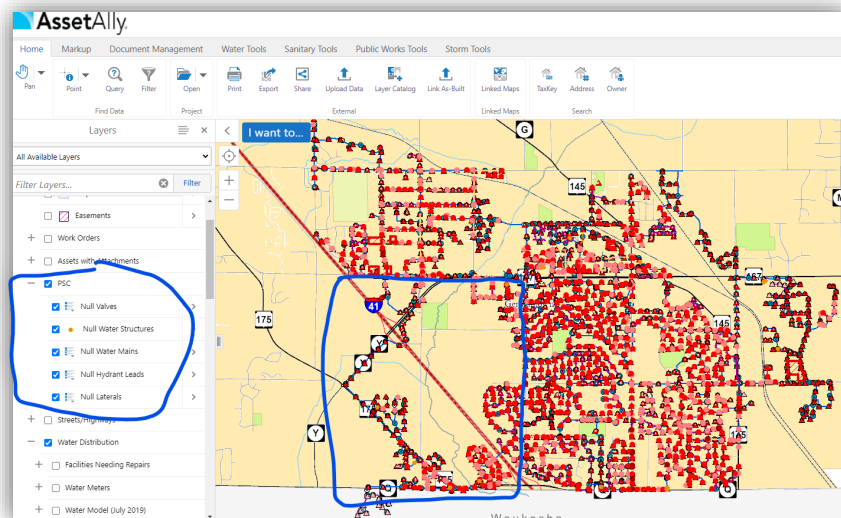


Figure 1

There were approximately 1,713 pipes within the pilot area. Null values include: Size 113, Year Installed (YI) 844, Material 726.

There were approximately 650 valves within the pilot area. Null values include: Size 128, YI - 139.

Pilot Area Completed

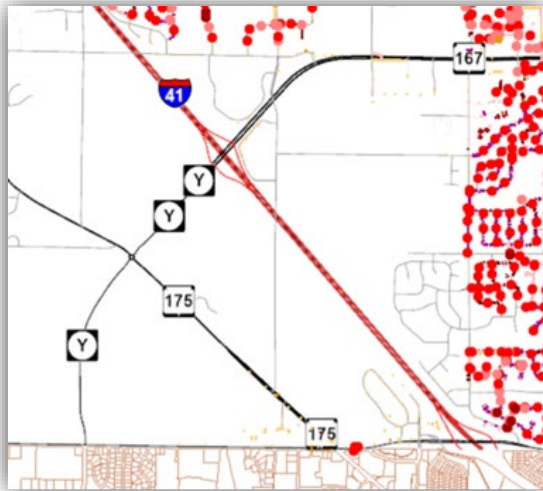


Figure 2

Remaining Null values for pipes include: Size 53 (mostly private), YI - 54, Material 349 (mostly hydrant leads).

Remaining Null values for valves include: Size 10, YI - 19.

Remaining area

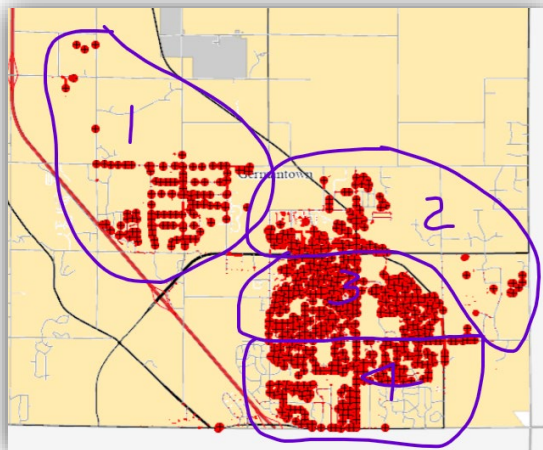


Figure 3

Within the remaining area there are approximately 11,229 pipes. Null values include: Size 1009, YI - 4900, Material 4034.

There are approximately 2743 valves within the remaining area. Null values include: Size 477, YI - 641.

There are approximately 11,000 features that have Null values that are needed for the PSC report to be complete. (Not including those within the pilot area).

Note: Currently the Village has approximately 6,000 water meters. There are 4,000 water services and 2,000 curb stops that are mapped to those services. R/M is working with the Water Department on the Lead and Copper program to populate and submit these additional records prior to October 16, 2024. These records will overlap the efforts to populate the PSC requirements related to this agreement.

These numbers do not include the extra efforts identified to add missing services and/or curb stops.

It is estimated that this entire effort will take approximately 120 hours to complete.

Task 2.03a R/M will complete the remaining updates and the Village would be updated in four areas (see Figure 3). Once an area is completed as best as R/M can, the Village will be informed. The Village will see where there is missing information by using the PSC layer in the website. If there are remaining bulk updates, the Village can investigate and inform R/M to coordinate the necessary update(s). It is estimated each area will take approximately 30 hours.

Task 2.04 R/M will populate the PSC template report with the Village's data once all updates are completed.

Task 2.05 R/M will file the PSC report with the completed data spreadsheet for the Village.

Task 2.06 R/M will meet with the Village and suggest solutions for organizing PSC data moving forward based on Village's needs.

Items Excluded:

Unknown information on Null values that are not available through utilizing the current records in the GIS will not be populated.

Items not specifically included in the scope of this project are listed below. These items can be included as additional services if authorization in writing is provided:

Any items not specifically include in the scope of service, Wetland and/or waterway permit applications and the associated submittals related to the application, storm water management plans, storm water quantity and quality analysis, LUST investigations, historical, environmental, or archeological investigations, alternative analysis, environmental impact statements, wetland locating, title searches, construction staking, project manual preparation, technical specifications or record drawings.

Mr. Kevin Driscoll
GIS Scope for PSC Data Updates, Organization, and Tracking Proposal
October 1, 2024
Page 4

Responsibilities of others:

Village staff will assist to identify unknown values and report this information to R/M staff to populate these attribute records.

Schedule:

The above-described professional services will be completed by November 30, 2024, assuming full execution of this agreement by October 14, 2024.

Fee:

R/M proposes to complete Tasks 2.01 through 2.05 on a Time and Materials basis not to exceed \$20,000. We will not exceed this amount without your prior approval. Task 2.06 will be completed in a separate proposal once R/M and the Village can discuss what tracking solutions work best for them.

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

We look forward to this opportunity to work with the Village. To further discuss your needs, proposed scope, or anything else, please reach out to me at tanderson@ruekert-mielke.com or (262) 953-3013.

Respectfully,

RUEKERT & MIELKE, INC.



Timothy J. Anderson
GIS Team Leader
tanderson@ruekert-mielke.com

TJA:cal
Enclosure(s)
cc: Jerad Wegner, P.E., Ruekert & Mielke, Inc.

GIS SCOPE FOR PSC DATA UPDATES, ORGANIZATION, AND TRACKING PROPOSAL
Between Village of Germantown
and
Ruekert & Mielke, Inc.
Dated October 1, 2024

CLIENT:

Village of Germantown

Signature: _____

Title: _____

Date: _____

CONSULTANT:

Ruekert & Mielke, Inc.

Signature:  _____
Ryan T. Amtmann, P.E.

Title: Vice President

Date: October 1, 2024

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Timothy J. Anderson

Title: GIS Team Leader

Phone Number: (262) 953-3013

A. Standards of Performance

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

B. Designated Representatives

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

C. Payments to Consultant

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

D. Ownership and Reuse of Documents

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

E. Permits and Approvals

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

F. Opinions of Probable Cost

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

G. Client and Third Party Provided Information

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

H. Access

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

I. Construction Observation

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

J. Environmental

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

K. Termination of Contract

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

L. Insurance

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

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

M. Indemnification and Allocation of Risk

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

N. Limit of Liability

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

O. Consequential Damages

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

P. Third Party Beneficiaries

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

Q. Severability and Waiver of Provisions

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

R. Hold Harmless

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

S. Consultant's Services

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

T. Changed Conditions

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

U. Delays

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

V. Entire Agreement

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

W. Assignment

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

X. Dispute Resolution

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

Y. Governing Law

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

Z. Definitions

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

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

END OF DOCUMENT

Page 3 of 3 pages

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

June 20, 2024

Mr. Kevin Driscoll
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Re: Proposal to assist with PSC Notice of CPR Requirement, Docket 2210-WR-106, Order Point 5

Dear Mr. Driscoll:

Thank you for allowing Ruekert & Mielke, Inc. (R/M) the opportunity to work with the Village of Germantown (Village) to meet the requirements of PSC 185.43(2) Wis. Admin. Code by providing regulatory assistance to comply with Order Point 5 referenced in docket 2210-WR-105. We have over 16 years of regulatory PSC experience, both internal and external, which will help maximize the value of this project.

Continuing Property Records

The Village of Germantown is a Class AB utility (greater than 4,000 customers) and is required to institute a perpetual inventory of their assets known as continuing property records (CPR). We will assist the Village in the development of their CPR records which will satisfy Order Point 5.

We understand the work to include the following Scope of Services:

- | | |
|-----------|---|
| Task 1.01 | Perform a preliminary review to gain an understanding of the Village's current perpetual inventory of their assets. R/M will pull all existing PSC data (property units) in the current GIS system to aid in the review process. |
| Task 1.02 | Review correspondence Village has had with the PSC and desired next steps. |
| Task 1.03 | Schedule a kickoff meeting via Teams to discuss next steps and the desired timelines for the project. |
| Task 1.04 | Identify task list of next steps for the CPR development to comply with PSC 185.43(2) Wis. Admin. Code. The following tasks will be discussed as part of the task list development. <ul style="list-style-type: none">a) Arrangement of CPR records by plant account as prescribed in the PSC Uniform System of Accounts.b) Property units described in sufficient detail to permit identification and location and to allow for physical verification of existence.c) Property units will be identified with construction costs to establish the original cost for capitalization and retirement accounting.d) Records shall contain the age and life of property units which includes original cost, description and age of property units.e) Source documentation supporting the cost and quantities shall be verified maintained for a period of 6 years.f) Maps will be discussed if they contain the description of the unit, its location, and the year of its construction. Units must also be reference to their original cost. |

Mr. Kevin Driscoll
Proposal for PSC Notice of CPR Requirement
June 20, 2024
Page 2

- Task 1.05 Submit this proposal along with any additional correspondence that is required of the PSC to satisfy Order Point 5.
- Task 1.06 R/M will work with the Village to determine how they want to organize PSC data and moving forward.

R/M proposed to complete Tasks 1.01 – 1.05 on a Times and Materials basis not to exceed **\$6,500**. We will not exceed this amount without your prior approval. Task 1.06 will be completed on a separate proposal once the Village has received approval of the proposal to satisfy Order Point 5 from the PSC.

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

We look forward to this opportunity to work with the Village. To further discuss your needs, proposed scope, or anything else, please reach out to me at BGysbers@ruekert-mielke.com or (262) 953-4156.

Respectfully,

RUEKERT & MIELKE, INC.

Bridgot A. Gysbers
Economic Consultant
bgysbers@ruekert-mielke.com

BAG:cal

Enclosure(s)

cc: Tim Anderson, Ruekert & Mielke, Inc.
 Erin Schultz, Ruekert & Mielke, Inc.
 Ryan Amtmann, Ruekert & Mielke, Inc.

PROPOSAL TO ASSIST WITH PSC NOTICE OF CPR REQUIREMENT
DOCKET 2210-WR-106, ORDER POINT 5
Between Village of Germantown
and
Ruekert & Mielke, Inc.
Dated June 20, 2024

CLIENT:

Village of Germantown

By: _____

Title: _____

Date: _____

CONSULTANT:

Ruekert & Mielke, Inc.

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

Title: Senior Vice President/COO

Date: June 20, 2024

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Bridgot Gysbers

Title: Economic Consultant

Phone Number: (262) 953-4162

A. Standards of Performance

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

B. Designated Representatives

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

C. Payments to Consultant

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

D. Ownership and Reuse of Documents

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

E. Permits and Approvals

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

F. Opinions of Probable Cost

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

G. Client and Third Party Provided Information

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

H. Access

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

I. Construction Observation

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

J. Environmental

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

K. Termination of Contract

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

L. Insurance

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

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

M. Indemnification and Allocation of Risk

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

N. Limit of Liability

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

O. Consequential Damages

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

P. Third Party Beneficiaries

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

Q. Severability and Waiver of Provisions

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

R. Hold Harmless

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

S. Consultant's Services

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

T. Changed Conditions

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

U. Delays

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

V. Entire Agreement

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

W. Assignment

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

X. Dispute Resolution

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

Y. Governing Law

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

Z. Definitions

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

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

END OF DOCUMENT

Page 3 of 3 pages

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

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: November 12, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements at Wells 2 and 7.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Staff recommends award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements and other electrical upgrades at Wells 2 and 7. Staff is also requesting authorization of a 5% contingency in the amount of \$18,125 for a total budget authorization of \$401,380. J. Miller Electric was the low bid and below the engineering estimate. The attached documentation supports this request.

ATTACHMENT:

1. LTR-2024-1028-GTown-Wells 2 & 7 Generator Replacement-Award Rec
2. BidWorksheet_Wells No 2 & 7

STAFF RECOMMENDATION:

Award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements at Wells 2 and 7, and approval of \$18,125 for contingency.

ACTION BY Committee:



Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

October 28, 2024

Paul Haugen
Germantown Water Utility
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

RE: Wells 2 and 7 Generator Replacement

Dear Paul:

I have reviewed the bids received on October 23, 2024 for the above referenced project. A summary of the bids is as follows:

Bidder	Total Base Bid Amount	Bid Alternate Items Sum
J. Miller Electric, Inc.	\$ 382,266.00	\$ 1,000.00
NEXT Electric, LLC	\$ 482,870.00	\$ 0.00
Pieper Electric, Inc	\$ 551,674 .00	\$ 0.00
Gurtz Wisconsin	\$ 684,400.00	\$ 20,000.00

The base bids include an allowance total of \$4,500.00. This allowance amount is the same for all contractors and is available to cover costs for the Well No. 2 Unit Heater, since the amount of use is not known until the project is complete. The alternate bid items include the disposal of the existing generators at Wells No. 2 and 7 by the contractor.

The engineering estimate for this project was \$833,500.

We recommend awarding the project to J. Miller Electric, Inc. for the total base bid amount of \$382,266.00. Their bid is complete and contains all required documentation. The project will be awarded on the base bid without the bid alternate as noted above.

Foth proposes to provide construction administration and inspection services (with Grindeland Engineering and Jewell Associates Engineers, Inc. in addition to Foth). Construction administration and inspection includes, but is not limited to, on-site observation, generator installation inspection, coordination of pay applications, submittal reviews, change order coordination, contractor correspondence and coordination, and other efforts to manage the construction project. Costs for all remaining construction services noted above are estimated to be approximately \$88,000 to 100,000. This range allows for a buffer which is typical of these services. Addendums to the existing Agreement for Services have been issued for Village signature which includes all the remaining services noted in the scope.

Please contact me if you have any questions.



Sincerely,

Taylor J Martin

Taylor Martin, PE

Project Engineer

cc: Matt Mortwedt – Village of Germantown
Jeff Downs – Village of Germantown
Dale Broeckert – Foth Infrastructure & Environment, LLC
Eve Schnell – Foth Infrastructure & Environment, LLC

Enclosure: Bid Results Worksheet

Wells No. 2 and 7 Generator Replacement (#9334631)
 Owner: Village of Germantown
 Solicitor: Foth - Milwaukee
 10/23/2024 11:00 AM CDT

						J. Miller Electric, Inc.		NEXT Electric, LLC		Pieper Electric, Inc		Gurtz Wisconsin	
Section	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid													
	1	1	Well Station No. 2, including but not limited to: Replacement of standby generator, installation of variable frequency drive, electrical improvements, concrete pad and sidewalk placement, and grading.	LS	1	\$153,935.00	\$153,935.00	\$183,300.00	\$183,300.00	\$213,210.00	\$213,210.00	\$361,000.00	\$361,000.00
	2	2	Well Station No. 7, including but not limited to: Replacement of standby generator, electrical improvements, masonry work, concrete pad and sidewalk placement, and grading.	LS	1	\$223,831.00	\$223,831.00	\$295,070.00	\$295,070.00	\$333,964.00	\$333,964.00	\$318,900.00	\$318,900.00
Base Bid Total:							\$377,766.00		\$478,370.00		\$547,174.00		\$679,900.00
Allowances													
	A1	A1	Well No. 2 Unit Heater	LS	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
Allowances Total:							\$4,500.00		\$4,500.00		\$4,500.00		\$4,500.00
Deductive Alternate Items													
	D1	D1	Well Station No. 2 existing generator is disposed of by Contractor. (Base bid is to salvage generator to Owner.)	LS	1	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
	D2	D2	Well Station No. 7 existing generator is disposed of by Contractor. (Base bid is to salvage generator to Owner.)	LS	1	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
Deductive Alternate Items Total:							\$1,000.00		\$0.00		\$0.00		\$20,000.00
Base Bid Total:							\$382,266.00		\$482,870.00		\$551,674.00		\$684,400.00

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: November 12, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of a professional services agreement with Foth for an amount not to exceed \$100,000 for construction administration and inspection services related to generator replacements at Wells 2 and 7.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Foth has worked on the generator replacement projects through several intentions in strategy and now design and bid. Staff feels, based on their extensive history with this project, that they are best situated to continue through construction administration, inspection and close out.

ATTACHMENT:

1. Well 7 Gen Construction Phase_Foth_Germantown_Eng Addendum 1_Oct 2024
2. Well 2 Gen Construction Phase_Foth_Germantown_Eng Addendum 1_Oct 2024

STAFF RECOMMENDATION:

Award of a professional services agreement to Foth for an amount not to exceed \$100,000 for construction administration and inspection services related to generator replacements at Wells 2 and 7.

ACTION BY Committee:



Project Title:	Well No. 7 Generator Replacement, and Site Work	FOTH Project Number:	23G018.05
		CLIENT Project Number: (If applicable)	243126

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **March 7, 2024**), (hereinafter "Addendum"), is made and entered into **29th** day of **October, 2024** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Village of Germantown**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

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

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

Construction Administration & Closeout

- Preparation of Contract Documents and distribution to Contractor
- Issue Notice to Proceed
- Coordinate & attend pre-construction meetings – 1 virtual kickoff, 1 on-site (shared day for both sites)
- Review of shop drawings/submittals
- DNR correspondence, follow-up, and updates
- Issuing change orders and work change directives (if needed)
- Review pay applications
- Site Inspection includes:
 - Foth/design-partners onsite to observe & document below grade site work
 - Foth/design-partners onsite for spot checks of above grade & building work
 - Foth/design-partners onsite for electrical spot checks and generator startup/testing
- On-site project meetings if/when required (virtual meetings will be utilized when possible)
- RFI's, issue resolution, allowance dollars coordination
- Process final pay request and closeout documentation
- Organize/coordinate O&M manuals on any new equipment:
 - 2 hard copies
 - 1 .pdf copy
- Attend start-up
- Coordinate Owner training (if needed)
- Assist in coordinating follow-up inspection(s) per contract documents
- Prepare comprehensive project summary
 - 1 hard copy
 - 1 .pdf copy

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

Construction Administration & Closeout: to occur throughout 2024 & 2025, per project schedule in Bid Documents.

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

- ☐ Lump-Sum in the amount of \$.00
- ☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$.00
- ☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$.00

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

Construction Administration & Closeout: \$44,000 - \$50,000

Notes:

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

Special Conditions (if any):

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

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

CLIENT

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

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: 
Name (printed): Thomas J. Ludwig, PE
Title: State Operations Director
Date: October 29, 2024

Signed: 
Name (printed): Dale R Broeckert, PE
Title: Senior Project Manager
Date: October 29, 2024

Exhibit A

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 HOURLY RATE SCHEDULE

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

REIMBURSABLE EXPENSES

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

ADJUSTMENTS TO FEE SCHEDULE

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



Project Title:	<u>Well No. 2 Generator & VFD Replacement, and Site Work</u>	FOTH Project Number:	<u>23G018.04</u>
		CLIENT Project Number: (If applicable)	<u>243125</u>

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **March 7, 2024**), (hereinafter "Addendum"), is made and entered into **29th** day of **October, 2024** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Village of Germantown**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

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

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

Construction Administration & Closeout

- Preparation of Contract Documents and distribution to Contractor
- Issue Notice to Proceed
- Coordinate & attend pre-construction meetings – 1 virtual kickoff, 1 on-site (shared day for both sites)
- Review of shop drawings/submittals
- DNR correspondence, follow-up, and updates
- Issuing change orders and work change directives (if needed)
- Review pay applications
- Site Inspection includes:
 - Foth/design-partners onsite to observe & document below grade site work
 - Foth/design-partners onsite for spot checks of above grade & building work
 - Foth/design-partners onsite for electrical spot checks and generator startup/testing
- On-site project meetings if/when required (virtual meetings will be utilized when possible)
- RFI's, issue resolution, allowance dollars coordination
- Process final pay request and closeout documentation
- Organize/coordinate O&M manuals on any new equipment:
 - 2 hard copies
 - 1 .pdf copy
- Attend start-up
- Coordinate Owner training (if needed)
- Assist in coordinating follow-up inspection(s) per contract documents
- Prepare comprehensive project summary
 - 1 hard copy
 - 1 .pdf copy

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

Construction Administration & Closeout: to occur throughout 2024 & 2025, per project schedule in Bid Documents.

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- | | |
|---|--------------------------------|
| ☐ Lump-Sum in the amount of \$ | <u> .00</u> |
| ☐ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$ | <u> .00</u> |
| ☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ | <u> .00</u> |

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

Construction Administration & Closeout: \$44,000 - \$50,000

Notes:

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

CLIENT

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

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: 
Name (printed): Thomas J. Ludwig, PE
Title: State Operations Director
Date: October 29, 2024

Signed: 
Name (printed): Dale R Broeckert, PE
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Date: October 29, 2024

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ADJUSTMENTS TO FEE SCHEDULE

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

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: November 12, 2024

PLACEMENT: Presentation

ITEM TITLE: Discussion of a planned rural street tree pruning and removal project on Mary Buth Ln, Oakwood Dr, Highland Rd and potentially additional roads in the Village over the late fall and winter.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The goal of this project is to clear the right-of-way to minimize the occurrence of trees falling into the roadway, improve vision along the roadway and near curves, and to ensure roadway access for motorists and emergency services. It's likely not widely known that during the January 9th, 2024 snow event, portions of rural roads in the Village became impassable due to the number of trees and brush that had fallen. Branches also weighed heavily on power lines. In light of that, this project will be done in coordination with WeEnergies whose contractor, Asplundh Tree Experts, will be working in the same locations to deal with areas where branches may affect the reliability of power distribution.

In order to ensure access can be maintained and sight-lines can be improved, we will systematically and strategically work through segments to:

- Raise larger established healthy trees to an appropriate height to accommodate vehicle movement
- Remove all small trees and brush within the work area.

Some properties in the targeted area have a clearly defined right-of-way. Other properties do not have an established right-of way and in some cases, the private property extends into the roadway. In these cases, staff would accomplish our task by utilizing Wisconsin State Statute 82.18 which allows maintenance of 33' on either side of the roadway's centerline. As staff encounters this situation, further communication will take place with the property owner ahead of the work commencing.

The initial work will be focused on the highlighted segments of Mary Buth Ln, Oakwood Dr, and Highland Rd. Depending on weather conditions through the late fall and winter the project could be extended to Willow Creek Rd, Old Mequon Rd, and Freistadt Rd.

Residents will be notified through the attached letter. The Village will also use social media to notify residents of the project.

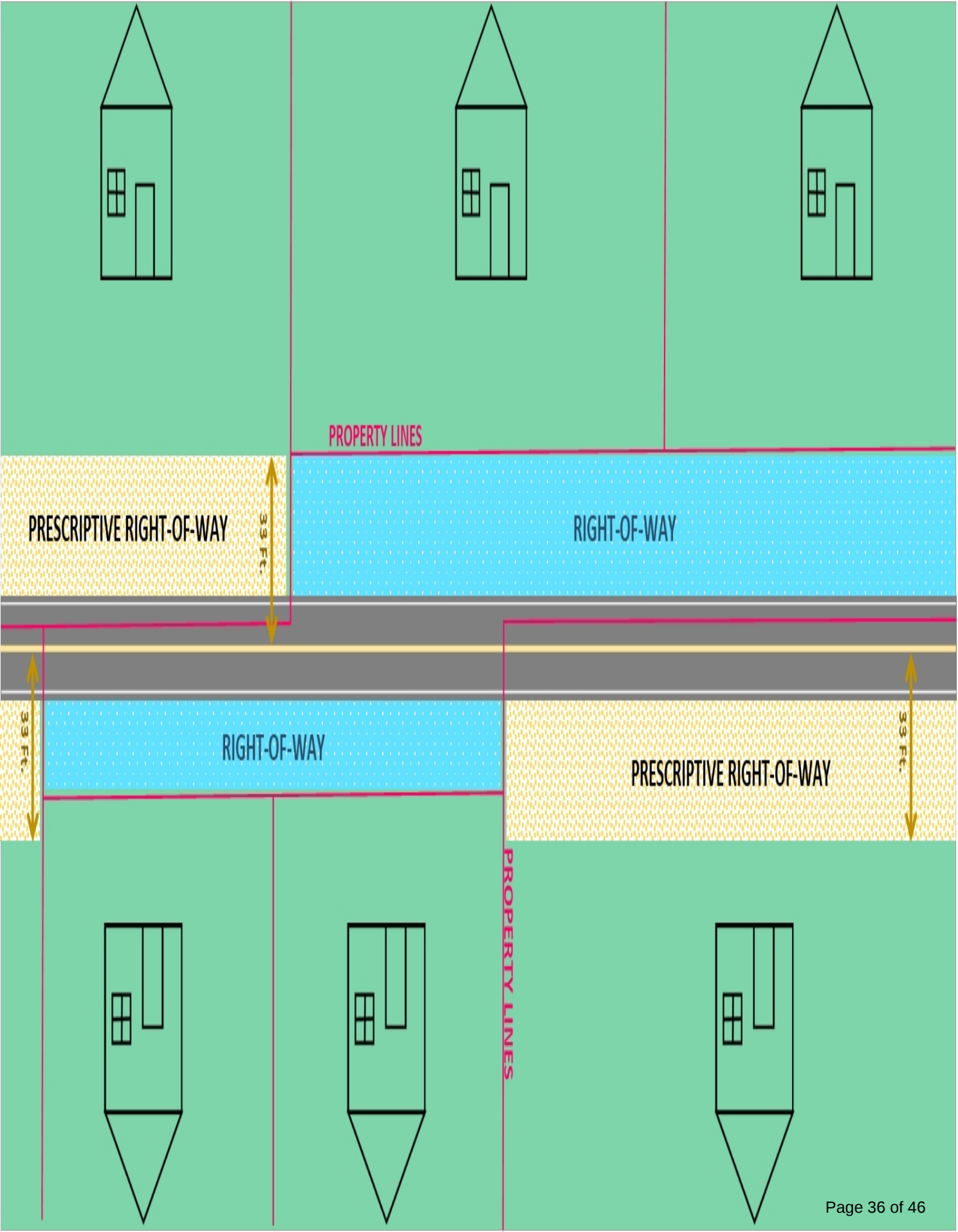
ATTACHMENT:

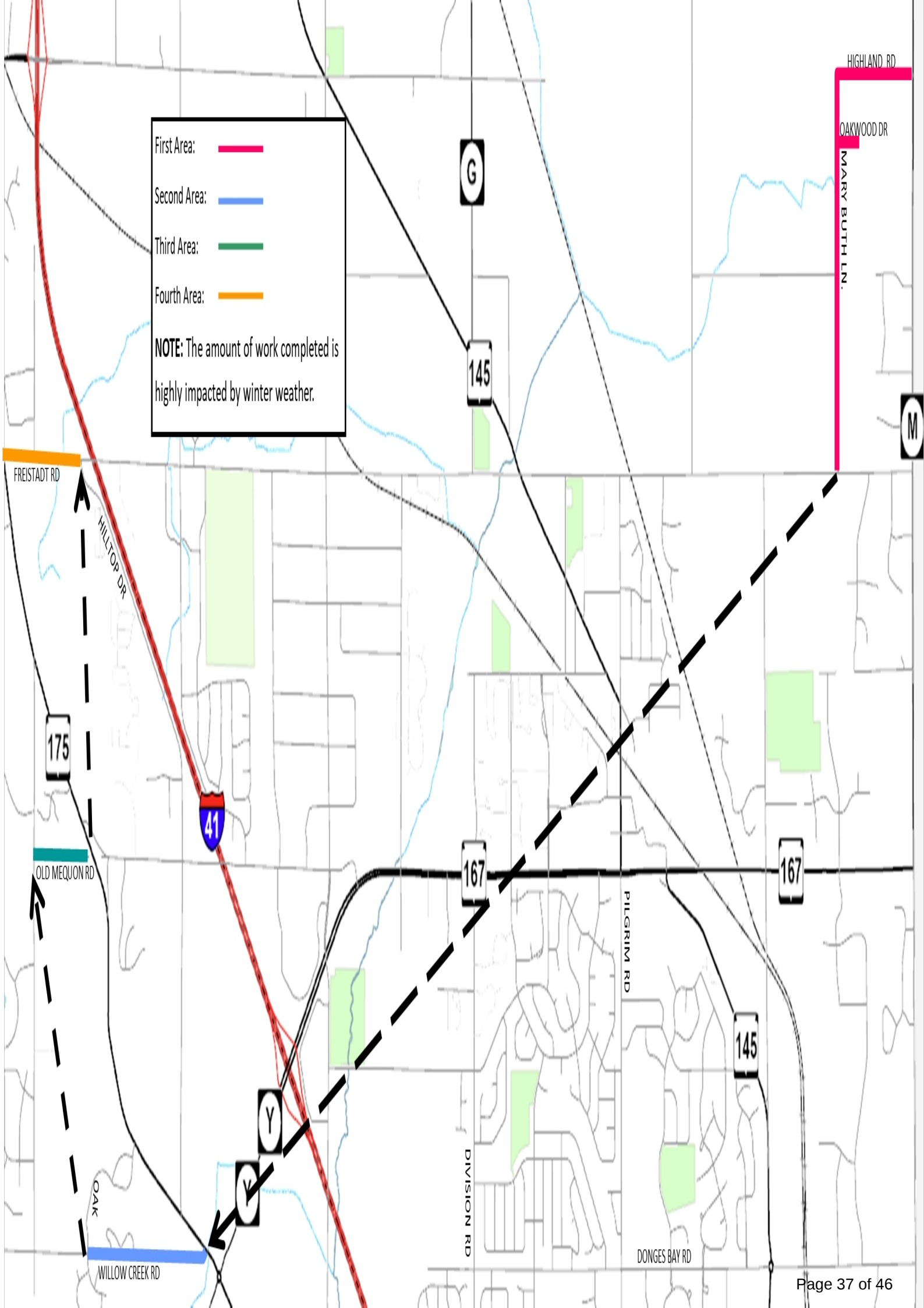
1. Right of ways
2. Rural Pruning Map 11.5.24
3. Rural Tree Pruning and Removal Letter - 111824

STAFF RECOMMENDATION:

Discussion only. No action needed.

ACTION BY Committee:





First Area: —

Second Area: —

Third Area: —

Fourth Area: —

NOTE: The amount of work completed is highly impacted by winter weather.



Department of Public Works
Matt Mortwedt, Director
Kevin Driscoll, Village Engineer
N112W17001 Mequon Rd, 53022, PO Box 337
engineering@germantownwi.gov
262-253-4721

November 18, 2024

RE: Department of Public Works Tree Pruning and Removal Project

Dear Resident:

You are receiving this letter as communication about an upcoming tree pruning and removal project. This project will be completed by the Public Works Department, with the work taking place adjacent to your property. The project will be completed in conjunction with Asplundh Tree Experts, who will be working on behalf of We Energies to also clear trees and branches in conflict with the power distribution lines in your area. The project will come with no additional cost to you as the resident.

The goal of this project is to clear the right-of-way to minimize the occurrence of trees falling into the roadway, improve vision along the roadway and near curves, and to ensure roadway access for motorists and emergency services. It's likely not widely known that during the January 9th, 2024 snow event, portions of your area were impassable due to the number of trees and brush that had fallen. Village snow removal equipment could not pass through the area, which would have also restricted emergency services should it have been needed. Staff worked quickly to remedy the situation, so that the snow could be removed from the roadway to reestablish access.

The goal of this project is to successfully raise larger established healthy trees to an appropriate height to accommodate vehicle movement, and remove all small trees and brush within the work area.

Some properties in the targeted area have a clearly defined right-of-way in which the Village can work. Other properties do not have an established right-of-way and in some cases, the private property extends into the roadway. In these cases, the Village staff will accomplish our task by utilizing Wisconsin State statute 82.18 which allows maintenance of 33' on either side of the roadway's centerline. As Village staff encounters this situation, further communication will take place with the adjacent property owner before any work takes place.

Should you have any questions or concerns about the project. Please feel free to contact our office and we'll provide you with further information.

Thanks,

Scott Anderson
Superintendent, Highways, Parks, Buildings & Grounds
Department of Public Works
sanderson@germantownwi.gov

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: November 12, 2024

PLACEMENT: Action Item

ITEM TITLE: Approval to purchase a replacement 20 hp submersible sewage pump from Flygt USA for Lift Station 7 in the amount of \$23,585.60.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The pump being replaced is an original pump from the original Lift 7 which went online in 1993. Over its lifecycle, it has been overhauled one time by Xylem Water and twice by utility staff. It is no longer a cost-effective option to rebuild it after 31 years of service. Replacement parts are estimated to cost \$17,827.92. A new Flygt NP-3135.095 20 horsepower submersible pump with warranty will cost \$23,585.60.

Funding for the replacement pump will come from account 6000000-182420 Electric Pumping Equipment.

ATTACHMENT:

STAFF RECOMMENDATION:

Approval to purchase a replacement 20 hp submersible sewage pump from Flygt USA for Lift Station 7 in the amount of \$23,585.60.

ACTION BY Committee:

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: November 12, 2024

PLACEMENT: Action Item

ITEM TITLE: Acceptance of Improvements - Keller Town 9 Water Main

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

Keller Inc. extended water main to their development site located at N104 W12667 Donges Bay Rd. The work was performed by PTS out of Green Bay, WI. The utility inspected this relay and found it to be true to alignment and grade.

ATTACHMENT:

STAFF RECOMMENDATION:

It is the Water Utility's recommendation to accept the improvements as constructed by PTS on behalf of Keller, Inc. and begin the one-year warranty period effective today November 12, 2024.

ACTION BY Committee:

Director's Report - November 2024

Staff Top 3 Projects

Village Engineer

1	2025 Road and sidewalk program planning	Establishing a priority list for sidewalk improvements/additions and repairs.
2	High Point Pass Design	Working with raSmith on HPP Design. Anticipating a January bid.
3	Goldendale Trail DSR	Working with raSmith on the draft DSR and preparing for Park Commission and December PWHC.

Civil Engineer

1	Division Road Design	Removal plans, preliminary survey, locates, etc.
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Engineering Techs

1	Division Road Survey	Assist Civil Engineer with Division Rd Survey
2	PSC CPR Inventory	GIS updates for PSC CPR report
3	10 Year Road and 5 Year Seal Coat Plan	Anticipate this on the December PWHC.

Water Superintendant

1	Well 7 and 2 generator replacement.	Approvals needed: PWHC 11/12, Village Board 11/18.
2	Well 12 Construction	Construction progressing. Change order for liner processed.
3	Tower 4 Construction	Anticipate completion in November.

Wastewater Superintendant

1	Ruekert and Mielke Facilities Study amendment	Awaiting preliminary review of SSSA by the DNR.
2	Ruekert-Mielke Main St and Old Farm study.	Kick off meeting was held on 11/6.
3	2024 Cured in Place Sewer Lining	Approved, out for signatures. Anticipating pre-con in December.

Highway, Parks , Buildings & Grounds Superintendant

1	Rural Tree Pruning and Removal	Letters went out, social media post planned, preconstruction meeting held.
2	Village Hall security project	Preparations for Village Hall security projects.
3	Library Roof Investigation	Noffke began the investigation on 11/6. Findings were not available at the time of this report.

Director's Report - November 2024, cont.

Director

1	SSSA Amendment	Working to coordinate amendment with DNR, SEWRPC and R-M.
2	Public Safety Building additional scope.	Presenting space and cost comparison between a combined Public Safety Building and separate buildings at 11/12 Public Safety Committee.
3	Impact Fees	Working with the Village Administrator and Ehlers on recommendations for revisions to impact fees. 11/18 UAC planned.

Richfield IGA Update

No updates.

Work By Other Agencies

WISDOT - Lannon & Maple Intersection - In Progress
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 167/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 - anticipating a violation, working with R-M on producing the report.
2	DNR Storm Water Pollution Prevention Plan (SWPPP) for new DPW
3	MS4 Draft Permit Application submitted, working through changes after DNR review.

Department Update

1	System furniture replacement in DPW-Engineering
2	Asset Manager position job posting in late November
3	Safety WG and Equipment WG starting in November
4	Water lateral letters to be distributed to residents with unknown service line material.
5	Anticipating a decision on our ARIP application in December.
6	Preliminary research on EAM/GIS platforms.
	Water utility
8	Water Rate Step II Increase and Sewer Rate Increase to be effective Q1 2025.

Complaint Log - 10/1 - 10/31

Other - Other Agency	14
Engineering - Misc.	11
Street -Miscellaneous	11
Garbage - Request New Cart	10
Other - Miscellaneous	10
Political Sign Complaint	10
YW Facility - Hours check/question	7
Engineering - Permit Follow up	4
Sewer - Miscellaneous	3
Street - Street Light Out	3
Tree - Miscellaneous	3
Water - Meter	3
Garbage - Damaged Cart	2
Garbage - Missed Recycling	2
Street - Dead Animal	2
Buildings - Miscellaneous	1
Engineering - Drainage	1
Garbage - General Complaint	1
Other - Utility Billing	1
Parks - Miscellaneous	1
Street - Obstruction	1
Street - Pothole	1
Street - ROW Trimming	1
Street - Sign Down/Damaged	1
Tree - Branch Down Blocking	1
Tree - Branch Down Not Blocking	1
Water - Locate Question	1
Water - Low Pressure	1
Water - Miscellaneous	1
YW Facility - Miscellaneous	1
Total	110

7/1/2024	Tom Kranick
7/8/2024	Dave Skrober
7/9/2024	Mary Schultz
7/10/2024	Melaine Smythe
7/11/2024	James Scheppe
7/15/2024	Diane Jellison
7/24/2024	Craig Ostovich
7/29/2024	Lynn Mohr
7/29/2024	

W190N11350 Carnegie Drive	414-671-1255	Engineering - Drainage	1
N136W21815 Bonnie Well Road	414-732-5803	Engineering - Misc.	1
W140N10337 Fond du Lac Avenue	920-207-2275	Garbage - General Complaint	1
	262-247-6301	Garbage - Missed Garbage	1
W156N10531 Jefferfson Lane	414-702-5466	Water - Miscellaneous	1
N98W15826 School Road	262-844-0572	Street -Miscellaneous	5
W168N12340 Century Lane	414-380-9163	Street - Pothole	2
N100W16922 Revere Lane	262-305-5583	Street - Street Light Out	1
Pilgrim and Starlight		Water - Meter	1
Total			14