

MEETING: REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

DATE & TIME: Wednesday, March 5, 2025 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. February 5, 2025
- 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. Award of a contract for High Point Pass construction to Vinton Construction in the amount of \$2,396,440.
 - B. Award of a professional services agreement to raSmith for construction inspection services on High Point Pass for an amount not to exceed \$173,970.
 - C. Award of a professional services agreement for storm water modeling to Graef in the amount of \$26,600.
 - D. Award of the Kinderberg Park Splash Pad painting and restoration contract to MACORP LLC for an amount not to exceed \$31,692.00.
- VII. **DIRECTOR'S REPORT:**
 - A. March Director's Report
- VIII. **NEXT MEETING DATE:**
- IX. **ANNOUNCEMENTS:**
- X. **ADJOURNMENT:**

PUBLIC WORKS & HIGHWAYS COMMITTEE AGENDA

March 5, 2025

Page 2

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.

Notice is given that a majority of the Village Board may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v Greendale Village Board, even though the Village Board will not take formal action at this meeting.

MEETING:	REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
DATE AND TIME:	Wednesday, February 5, 2025 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 Robert Warren

Absent: None

Excused: None

III. **APPROVAL OF MINUTES:**

A. January 8, 2025

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

IV. **PUBLIC COMMENT:**

One citizen spoke:

Melanie Smythe (N140W17938 Cedar Lane)

V. **UNFINISHED BUSINESS:**

A. Discussion regarding a professional services agreement to TADI for an update to the 2020 traffic safety study in an amount not to exceed \$14,982.

After discussion, it was decided no vote or action would be taken.

VI. **NEW BUSINESS:**

A. Approval to purchase a replacement all in one gate valve turner/Power Vac from Envirotech Equipment in the amount not to exceed \$89,595.00.

Director of Public Works, Matt Mortwedt, requested authorization to purchase a replacement, trailer mounted gas-powered gate valve turner with vacuum collection for the Water Utility. Our existing unit is over 15 years old and is at the end of its service

life. This is a specialized tool with little competition. Out of three companies, staff is recommending to purchase from Envirotech Equipment for \$89,595.00.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- B. Approval of center and edge-line striping services with Washington County for approximately \$65,000.

Director of Public Works, Matt Mortwedt, explained the Village performs center and edge-line striping on main thoroughfares annually. This service has been provided by Washington County because the Village does not own the equipment necessary to complete the task. This season the cost from Washington County is estimated to be \$1300.00 per mile of painting. This year we intend to paint approximately 50 miles of roadway for an approximate cost of \$65,000.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- C. Approval of 2025 mastic purchase from Sherwin Industries for \$24,324.00.

Director of Public Works, Matt Mortwedt, discussed the yearly crack sealing on Village roadways performed by staff. A large portion of this work is completed in conjunction with and ahead of the seal-coating project. As part of the 2025 Highway Department operating budget, funds were allocated for the purchase of asphalt sealant and mastic. The product is purchased locally through Sherwin Industries Inc. Sherwin Industries is the sole provider of this product in our region.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- D. Authorization for a blanket purchase order for Adaptor, Inc. for internal/external manhole chimney seals and extensions not to exceed \$20,000.00.

Director of Public Works, Matt Mortwedt, requested authorization for a blanket purchase order to Adaptor, Inc. for internal/external manhole chimney seals and extensions as required in the amount not to exceed \$20,000. Adaptor, Inc. is the manufacturer of the seals and gives the Village distributor pricing because we are a legacy customer.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- E. Authorization for a blanket purchase order for Core and Main. to purchase manhole adjusting rings and miscellaneous materials not to exceed \$20,000.00.

Director of Public Works, Matt Mortwedt, requested authorization for a blanket purchase order to Core and Main for the purchase of Ladtech HDPE manhole adjusting rings and other miscellaneous materials in the amount not to exceed \$20,000. Rings will be utilized for the 2025 road projects and other areas throughout the system.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- F. Authorization for a blanket purchase order for Ferguson Waterworks for miscellaneous manhole repair materials not to exceed \$24,999.00.

Director of Public Works, Matt Mortwedt, advised staff is seeking authorization to open a blanket purchase order to Ferguson Waterworks for miscellaneous manhole repair materials. Materials will be utilized for the 2025 road projects and other areas throughout the system.

Motion: Approve as presented
Motioned By: Robert Warren
Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- G. Authorization of a blanket purchase order to Enercon for material processing at the Residential Yard Waste Facility in an amount not to exceed \$30,400.00.

Director of Public Works, Matt Mortwedt, requested authorization for a blanket purchase order to Enercon for material processing for the Residential Yard Waste Facility for 2025, in the amount not to exceed \$30,400. This amount will cover 8 days of wood and yard waste material processing at the facility.

Motion: Approve as presented
Motioned By: Rick Miller
Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- H. Approval of an ordinance to create Municipal Code Section 1.331 regarding a Tree Advisory Board and Amend Section 1.215 related to Village Forester Duties.

Director of Public Works, Matt Mortwedt, explained how the adoption of the Comprehensive Tree Plan in 2024 creates the need for a Tree Advisory Board to review the annual forestry plan and make a recommendation to the Public Works and Highway Committee and Village Board. The Tree Advisory Board is also responsible for hearing forestry related appeals from residents. This modification cleans up reporting lines and eliminates inconsistency in how the tree plan is referred to in the municipal code.

Motion: Approve as presented
Motioned By: Rick Miller
Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- I. Approval of a revised sanitary sewer service area.

Director of Public Works, Matt Mortwedt, discussed the approval that was approved in 2024 by the Utility Advisory Committee, Public Works and Highway Committee, and the Village Board of a proposed modification to the Sanitary Sewer Service Area (SSSA). The DNR conducted a preliminary review in the late fall and determined that the proposed SSSA amendment would not be approved without modification. Staff has had meetings with SEWRPC to consider alternatives and three options were presented to the Board.

Motion: Approve option two
Motioned By: Robert Warren
Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren
No: None
Abstain: None

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

J. Discussion regarding the updated FEMA flood insurance rate maps.

Director of Public Works, Matt Mortwedt, discussed the updated floodplain maps received by the Village as part of a process with FEMA, the DNR, and Washington County. Changes from the previous maps include water surface elevations increasing by 5-feet, extended flood plains, and flood areas extending 4000 feet from a waterway with vertical elevation changes of greater than 30 feet. The result of these updates for developed properties could mean higher insurance costs. For land yet to be developed, the extended flood zones would introduce new restrictions on development, as outlined in municipal code Chapter 23. Preliminary analysis shows the hydrologic calculations increased the flows by up to 10 times.

K. Award of a professional services agreement from a Certified Floodplain Manager to perform analysis and design as part of the Division Road and 2025 Road Program projects.

Director of Public Works, Matt Mortwedt, explained in order to proceed with technical preliminary modeling and design, and to ensure compliance with flood plain and WISDOT/WIDNR regulations, Public Works is requesting approval for a professional services agreement from a Certified Floodplain Manager for work associated with the Division Road project, ARIP project and 2025 Road Program work. In particular we are looking for analysis and preliminary design for culvert and storm sewer work in identified locations. Staff recommendations were given.

Motion: Approve as presented
Motioned By: Robert Warren
Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren
No: None
Abstain: None

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

- L. Award of the library access control project to O&W Communications for an amount not to exceed \$64,640.00.

Director of Public Works, Matt Mortwedt, discussed the Library access control project which has \$55,000.00 allocated from the 2025 Buildings and Grounds capital budget. This system matches the access control system installed at the new DPW facility as well as Village Hall. Additional costs have raised the project budget beyond the original amount allocated by \$9,640.00.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- M. Award of the library fire alarm system upgrade project to O&W Communications for an amount not to exceed \$17,735.00.

Director of Public Works, Matt Mortwedt, requested the award of the Library fire alarm system upgrade project to O&W for an amount not to exceed \$17,735.00. \$18,000.00 was allocated from the 2025 Buildings and Grounds capital budget to install a fire alarm system panel at the Library.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- N. Award of the Village Hall fire alarm system upgrade project to O&W Communications for an amount not to exceed \$29,055.00.

Director of Public Works, Matt Mortwedt, advised \$30,000.00 was allocated from the 2025 Buildings and Grounds capital budget to upgrade the fire alarm at Village Hall. O&W Communications has installed other maintenance projects throughout the Village buildings and to remain consistent with the installation of the this project, staff recommends the award of the Village Hall fire alarm system upgrade project to O&W for an amount not to exceed \$29,055.00.

Motion: Approve as presented

Motioned By: Robert Warren

Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

- O. Award of the Goldendale Booster Station security system installation to O&W Communications for \$23,255.00.

Director of Public Works, Matt Mortwedt, explained this is a non-budgeted item that was not included in the scope of the booster station construction contract. The proposed system would match the access control system installed at the new DPW facility, and most recently Village Hall. This project also includes security cameras for the perimeter of the station. In order to remain consistent with installation and maintenance practices, staff will continue to utilize O&W Communications as discussed during the approval of past projects.

Motion: Approve as presented

Motioned By: Rick Miller

Seconded By: Robert Warren

Yes: Terri Kaminski, Rick Miller, Robert Warren

No: None

Abstain: None

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

VII. DIRECTOR'S REPORT:

- A. February Director's Report

Director of Public Works, Matt Mortwedt, presented his February Director's Report to the Board. The highlights included the High Point Pass design, progress of the PSC CPR report, Well four generator design research, winter operations including brine production, new hire of Asset Manager, equipment and safety working groups, and letters of credit.

VIII. NEXT MEETING DATE:

The next Public Works and Highways Committee Meeting will be held March 5th, 2025 at 5:30PM.

IX. ANNOUNCEMENTS:

There were no announcements.

X. ADJOURNMENT:

Chairperson Kaminski adjourned the meeting at 7:02PM.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: March 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of a contract for High Point Pass construction to Vinton Construction in the amount of \$2,396,440.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

High Point Pass will extend south from the intersection of Holy Hill Road and 48th Street to a point 1400 feet south of Holy Hill Road and terminate near the Wisconsin Southern Railroad. This project will be funded by TID 8 and was approved through the TID amendment process and by resolution of the Village Board on April 15th, 2024. In addition, the construction of High Point Pass satisfies the conditions of development agreements with Truck Country and MLG. A summary of the two bids is listed below:

Contractor	Amount
Vinton	\$2,178,582.60
Musson Bros. Inc	\$2,365,430.62

These bids are below the \$2.9M construction estimate. Staff also requests a ten percent contingency bringing the authorized amount to \$2,396,440. The schedule is to begin work this spring, with completion in early fall to adhere to the Truck Country Development Agreement. During this project, access will be maintained to the development site and Holy Hill Storage. In addition, a temporary detour will be required for the sanitary connection in Holy Hill Road. Staff will be sending notification letters to adjacent property owners.

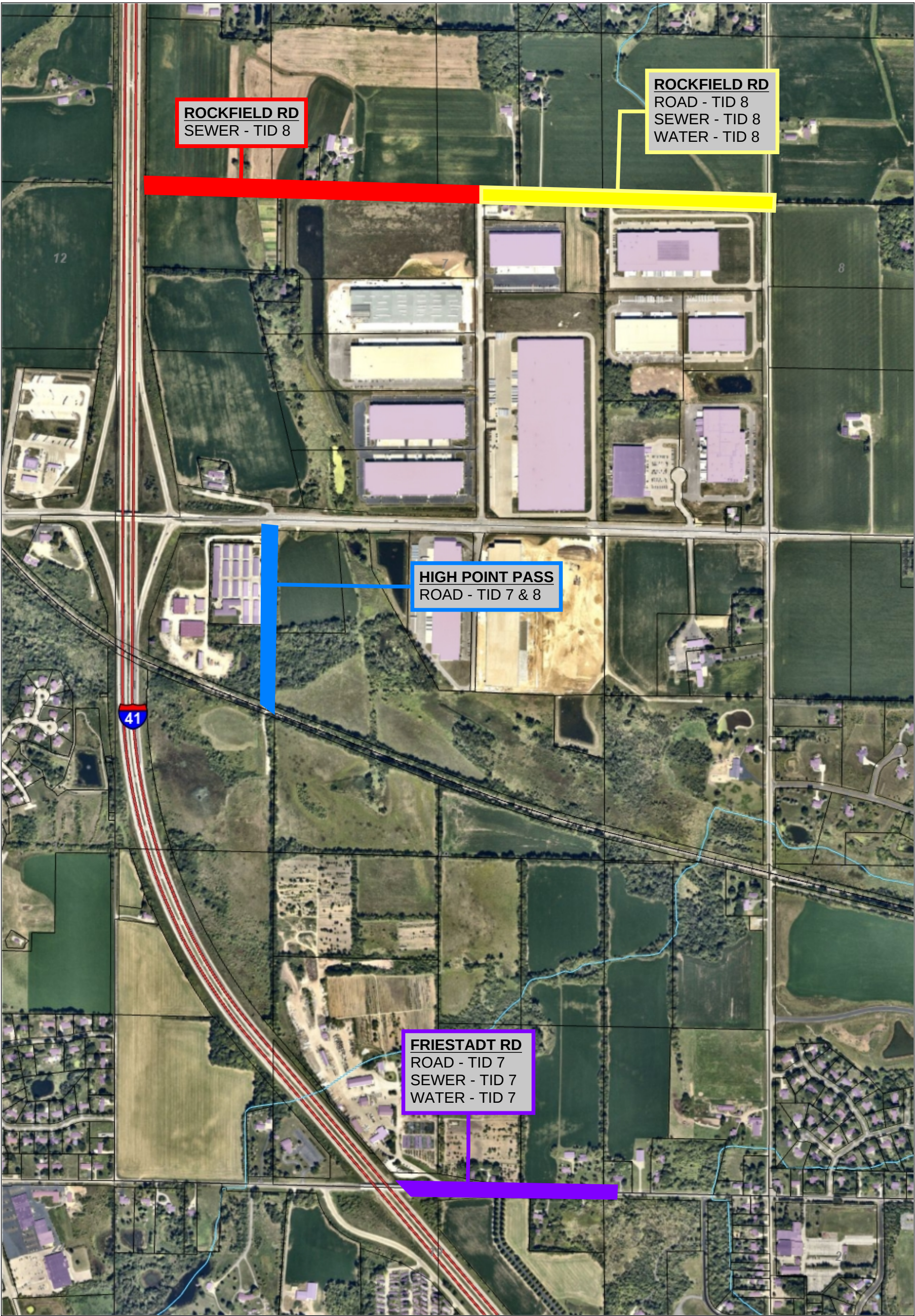
ATTACHMENT:

1. TID Project Map
2. raSmith letter of recommendation (High Point Pass 2-27-25)
3. HPP Overview Sheet

STAFF RECOMMENDATION:

Award of a contract for High Point Pass construction to Vinton Construction in the amount of \$2,396,440.

ACTION BY Committee:



ROCKFIELD RD
SEWER - TID 8

ROCKFIELD RD
ROAD - TID 8
SEWER - TID 8
WATER - TID 8

HIGH POINT PASS
ROAD - TID 7 & 8

FRIESTADT RD
ROAD - TID 7
SEWER - TID 7
WATER - TID 7

Village of Germantown GIS

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



SCALE: 1 = 1000'

Print Date: 1/31/2024

February 27, 2025

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

Re: Letter of Recommendation
High Point Pass Roadway-Holy Hill Road to WSOR Railroad

Dear Mr. Driscoll:

In accordance with your Advertisement, bids for the above referenced project were received until 10:00 a.m. on February 27, 2025.

A total of two (2) bids were received for this project. The project included a base bid, along with an alternative bid for directional drilling of sanitary sewer. The low bid, including the alternative, was submitted by Vinton Construction Company for \$2,415,112.60. The 2nd bid, including the alternative, was provided by Musson Bros. Inc. for \$2,867,826.88. The engineers estimate for the project was \$2,588,339.25 (base bid only). The bid tabs are attached for reference.

Vinton Construction Company provided a responsive low bid, are qualified to perform this work and are ready to work on the project. They have successfully completed previous work within the Village. We therefore recommend awarding the contract to Vinton Construction Company in the amount of \$2,415,112.60.

Please feel free to call me if you have any questions or comments regarding the above.

Sincerely,
raSmith



Troy T. Hartjes, P.E.
Senior Project Manager

Enclosure

J:\2245358\Doc\High Point Pass 2-27-25 letter of recommendation.docx

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: March 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of a professional services agreement to raSmith for construction inspection services on High Point Pass for an amount not to exceed \$173,970.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The consulting firm, raSmith, has been instrumental as the Design Engineer for Village on the High Point Pass Road Construction Project, Holy Hill Road design, Gateway Crossing and construction administration for TID#8. 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 for Construction Management, Construction Inspection and Construction Staking, on a time and materials basis, to successfully complete the High Point Pass Road Construction project. This work is anticipated to begin in April, with final completion in August 2025.

ATTACHMENT:

1. Exhibit A - 2025-02-27 High Point Pass Estimate
2. Exhibit B - 2025 Inspection Rates

STAFF RECOMMENDATION:

Award of a professional services agreement to raSmith for construction inspection services on High Point Pass for an amount not to exceed \$173,970.

ACTION BY Committee:

High Point Pass

	Project Manager	Main Representative	Additional Representatives	CAD Tech	Survey		
Phase/Task by Hour/Personnel	\$170	\$110	\$110	\$125	\$240	Total Hours	Total Dollars
Precon Meeting	4	2				6	\$900
Project Measurements/Preconstruction Photos	2	8				10	\$1,220
Pay Requests and Change Orders	20					20	\$3,400
Site Visits / Admin.	25					25	\$4,250
Traffic Control Inspection		10				10	\$1,100
Clearing and Grubbing		40				40	\$4,400
Sanitary Sewer		150	20		20	190	\$23,500
Water Main		100	20		30	150	\$20,400
Storm Sewer		150	40		20	210	\$25,700
Common Excavation		140	40			180	\$19,800
Proof Roll / EBS / Stone		120				120	\$13,200
Concrete Curb and Gutter Inspection	4	60			32	96	\$14,960
Paving Inspection	12	60				72	\$8,640
Sidewalk		40			20	60	\$9,200
Striping		20	30			50	\$5,500
Restoration		20	40			60	\$6,600
Record Drawings				80		80	\$10,000
Mileage						0	\$1,200
Total	67	920	190	80	122	1379	\$173,970

November 14, 2024

Mr. Kevin R. Driscoll, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022-0337

Re: Proposal for 2025 Construction Services

Dear Mr. Driscoll:

Thank you for allowing raSmith to provide you with a proposal for 2025 construction services. We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs. We look forward to working with the Village of Germantown.

Scope of Services

raSmith will provide services associated with construction-related activities. A construction inspector and manager will be available as needed for project needs. We will compile punch lists, perform record drawings and/or as-builts as directed by the Village.

GPS data collection will be employed to locate sanitary sewer, water, and storm sewer systems at the direction of the Village.

Our activities will be documented on a daily basis in electronic reports.

Completion Schedule

Work is anticipated during the 2025 construction season.

Professional Fees

The above-described services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. For the 2025 construction season, a Resident Inspector will be available at a rate of \$110 per hour. As required, a Construction Manager is available at a rate of \$170 per hour, and a CADD Technician at a rate of \$125 per hour.

A two-person survey crew will be available for construction staking at a rate of \$240 per hour (\$120 per person) and a Survey Project Manager at a rate of \$140 per hour.

Usual and customary expenses such as mileage, postage, delivery, and applicable taxes will be invoiced at cost.



Mr. Kevin R. Driscoll, P.E.
Village Engineer
Page 2 / November 14, 2024

Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 365 days from the date of this proposal and are conditioned upon our completion of all services within 18 months from the date of authorization.
- B. The professional fee hourly rates are subject to change on an annual basis.
- C. No Geotechnical or Materials Testing work is included in this proposal.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with the Village of Germantown.

Sincerely,
raSmith

A handwritten signature in black ink that reads 'Jennifer Starr'.

Jennifer Starr, CISEC
Assistant Director of Construction Services

Enclosure: Professional Services Agreement (Contract)

I:\Proposals\2024\Germantown\EP 241114 Driscoll 25 rates.docx

PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between Village of Germantown ("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: _____

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: March 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of a professional services agreement for storm water modeling to Graef in the amount of \$26,600.

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

In June 2024, the Public Works Highways Committee recommended approval for Graef to complete the Permit Application for 2025-2029 Department of Natural Resources Wisconsin Pollution Discharge Elimination System (WPDES) to Graef. During the course of this work, and in coordination with Village staff and WDNR staff, the WDNR identified that previous storm water modeling efforts did not meet their requirements. To meet the WDNR permit requirements and update historic storm water modeling, staff requested Graef to provide an amendment to their scope of services. However, that exceeded staff's authorization limit, so staff requested additional proposals to adhere with the Village's procurement policy. Below is a summary of the proposals that were received:

Firm	Hours	Amount
GRAEF	216	\$26,600
raSmith	250	\$39,608
Ruekert-Mielke	308	\$45,450

This scope of work includes modeling for the WDPES permit total maximum daily limits (TMDL). That involves the WinSLAMM software to model the total phosphorus and total suspended solids contained in the 190 ponds within the Village limits, as a best management practice. This work is required to establish a baseline condition that meets the WDNR requirements for the Village's WPDES permit. Following the update the Village can identify projects for implementation in the 2025-2029 WDPES permit cycle and complete the permit application by the June 2025 deadline.

ATTACHMENT:

1. Village of Germantown TMDL Modeling_GRAEF Feb 25 Proposal

STAFF RECOMMENDATION:

Award of a professional services agreement for storm water modeling to Graef in the amount of \$26,600.

ACTION BY Committee:

February 24, 2025

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

SUBJECT: WDNr WPDES WLA Attainment Analysis Refinement
Request for Proposal

Dear Mr. Driscoll:

In response to the WPDES 5yr Permit Renewal coordination; the WDNr has indicated that revision to the WLA Attainment Analysis requires refinement. We are excited to continue our working relationship with the Village. Joy Corona will serve as Project Manager and lead engineer.

RESUME OF FIRM'S QUALIFICATIONS AND RECENTLY COMPLETED SIMILAR PROJECTS:

We continue to provide the Village engineering services under a General Municipal Engineering Services Agreement. Through our municipal services agreement, our team has been assisting the Village in achieving compliance with their MS4 permit. Most Examples of recent MS4 services include the original Waste Load Allocation Attainment Analysis, Fecal Bacteria Elimination Plan development and refinement of Best Management Practice commitments in effort to minimize the Village's economic exposure. GRAEF recently completed providing WPDES support for their 5-year Permit Renewal; the scope of services described in this RFP are a direct result of this coordination. In the spring of 2024, GRAEF completed the inspection of 25 ponds within the Village and provided DNR compliant inspection reports both in geo-referend and PDF formats and recommended maintenance and remedial actions. In 2021, in concert with Ruekert-Mielke, GRAEF completed updates to the Village's Stormwater Management Plan including the Wisconsin Urban Nonpoint Source Water Pollution Management Grant Program from TMDL Storm Water Planning Report. Please also see attached FIRM and resume information.

SCOPE OF SERVICES:

We offer the following scope discussion related to the tasks described in your February 18, 2025 Request for Proposal.

Task 1 Collect Information: We were able to collect and evaluate WLA and pond data under a previous contract with the Village. We do not anticipate requiring any additional collection or evaluation effort to complete the remaining scope items .

Task 2 Update Map: We will obtain the Village's AutoCAD file. Mapped pond locations will be compared to the approved SWMPs and updated as appropriate.

Task 3 Model Ponds: Update/Create WinSLAMM for 133 ponds based on data included in the existing SWMP reports. 182 "generic" WinSLAMM models were previously submitted to the DNR (not based on data from the design SWMP). Per recent direction from DNR all TSS reduction credit must be based on actual pond information (e.g. design data that can be obtained from approved SWMP). Task 3 includes enhancing or creating WinSLAMM models based on the approved SWMP. Note modeling of ponds without SWMP is not included in the current scope of services; additional TSS reduction credit from 60 ponds with out a currently available SWMP could assist the Village in achieving compliance with the DNR's stipulated WLA Attainment goals.

Task 4 Draft Report: Provide draft report with recommendations for WDPES permit. The report will document findings, identify and prioritize retrofit / project recommendations. Revise and provide final report per coordination efforts. Present findings to Village (allowance for 2 public meetings).

February 24, 2025

Task 5 If Authorized Tasks:

- Update GIS Map. Existing geodatabase data will be enhanced to include SWMP, Maintenance Plan and WLA modeling status.
- Coordination: Credit, from the DNR, for TSS modeling is contingent upon having either an approved maintenance plan or municipal code that allows for maintenance. We will coordinate with the Village to maximize the number of ponds that can be analyzed; this determination will impact findings and recommendations. We will coordinate with both the Village and DNR on findings and proposed recommendations.
- Presentation at Village Board Meeting

FEE PROPOSAL:

We propose to provide the above services on a lump sum basis as described below. in addition to any direct expenses. Direct expenses include mileage, printing, soil borings, and advertisement costs; note, we do not anticipate any direct costs.

TASK	TASK DESCRIPTION	HOURS	COSTS
1	Collect Information	0	0
2	Update Map (AutoCAD)	8	\$1000
3	Model Ponds	160	\$17,400
4	Draft Report with recommendations for WPDES permit	16	\$2,000
	SubTotal (Tasks 1-4)	184	\$20,400
5	If Authorized Tasks	36	\$6,200
	Total (Tasks 1-5)	216	\$26,600

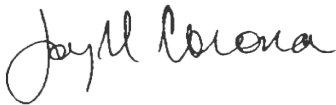
Schedule:

We can complete the scope of services in the accordance with the RFP schedule.

Contract Award by VB	March 17, 2025
Report due to Village Staff	May 1, 2025
Presentation to the PWHC	May 7, 2025
If Authorized, Presentation to the Village Board	May 12, 2025

We look forward to working with you on this important project. Please call us at 414 / 266 9086 if you have any questions regarding this proposal.

Sincerely,



Joy Corona, PE, CFM
Project Manager
joy.corona@graef-usa.com | 414 / 266 9021

Accepted by:
Village of Germantown

(Signature)



Michael N. Paulos, PE
Principal
mike.paulos@graef-usa.com | 414 / 266 9086

Administrator

(Date)

February 24, 2025



Since its inception in 1961, GRAEF has grown from a small individual partnership to a prominent, multi-disciplinary international firm. GRAEF has a team of nearly 300 employees spread across ten offices in the Midwest, Florida, and Turks and Caicos.

For over 63 years, GRAEF's unwavering dedication to excellence has been fueled by core values such as integrity, quality, and a steadfast commitment to exceptional customer service. These principles form the bedrock of GRAEF's operations, ensuring that clients receive the highest level of satisfaction and a seamless experience.

GRAEF has remained at the forefront of the industry, consistently adapting to emerging trends and embracing advancements, and is proud to be a reliable partner for clients seeking top-tier design services and unmatched expertise. GRAEF is licensed to operate in the state of Wisconsin.

OUR CORE PURPOSE

To improve the physical environment for the benefit of society in a sustainable manner

WE ARE

- ▶ Water Resource Engineers
- ▶ Environmental Scientists
- ▶ Planners & Urban Designers
- ▶ Site/Civil Engineers
- ▶ Transportation Engineers
- ▶ GIS Specialists
- ▶ Surveyors
- ▶ Architects
- ▶ Mechanical, Electrical, Plumbing Engineers
- ▶ Structural Engineers



REGULATORY EXPERTISE AND COMPLIANCE

Our team has a proven track record of ensuring compliance with WDNR WPDES permits. Our deep understanding of regulatory requirements and experience in coordinating with regulatory bodies ensure that all projects meet or exceed standards

DIVERSE TEAM

Our team leverages the strengths of each team member, creating a dynamic and resilient environment that can thrive in both traditional and contemporary spaces.

Comprehensive Data Management and Analysis

Our team excels in managing and analyzing complex datasets, including GIS data and stormwater management plans, ensuring precise and reliable modeling results.

WATER RESOURCES

GRAEF HAS A FULL ARRAY OF CAPABILITIES TO ADDRESS ALL ASPECTS OF WATER RESOURCES ENGINEERING FROM SITE INVESTIGATION AND COMPUTER MODELING TO DESIGN AND LONG-TERM MANAGEMENT.

The staff at GRAEF is fully qualified to assist you in understanding and managing complex site conditions with the client’s needs in mind. We have extensive experience with projects for a wide range of public and private clients supporting ordinance development language, best management practice design, flood control projects, site design, and construction administration.

Among the more specialized services that we offer are alternative analyses to minimize cost and maximize benefit. This provides you with a solution that meets state and local regulations in a budget friendly approach. Our team brings in decades of experience working on highly complex floodplain modeling and navigating the local, state and federal review and approval process. GRAEF’s water resources team also has expertise dealing with floodplain management issues arising from aging infrastructure, climate and land use changes. This knowledge is crucial in furthering flood protection and resilient designs for buildings, streets and open

space areas. These services can be provided as part of watershed plans, watershed studies, municipal flood control projects, and private retrofits.

From site evaluation to design, implementation, and monitoring, we provide solutions for both protected and degraded systems. Our project managers are supported by specialists in various fields such as planning and urban design, landscape architecture, wetland and environmental services, surveying, construction inspection, traffic analysis, GIS mapping, parking planning, and natural resource assessment. GRAEF understands the complex world of wetland permitting, protection, and restoration. All of this means that your project will be completed with sound design solutions that help achieve your goals.

AREAS OF EXPERTISE

Bioretention Basin (Rain Garden)	Hydrologic and Hydraulic Modeling	Stormwater Management Plans
BMP Design, Management and Inspection	Infiltration Basin	Stormwater Master Plans
Detention and Retention Basins	MS4 Permitting Support and Modeling	Technical Guidance and Ordinance Language Development
Drainage and Flood Control	Permeable Pavement	Watershed Plans
FEMA Letters of Map Change	Permitting	Watershed Studies
Floodplain Management	Runoff Management Grants	Wetland and Natural Resource Restoration
GIS Mapping and Modeling	Soil Erosion and Sediment Control	Wetland Delineation and Permitting
Grant Applications	Storm Sewer Design	
	Stormwater Conveyance Systems	



Joy Corona PE, CFM

PROJECT MANAGER | WATER RESOURCE ENGINEER

Joy Corona is the Water Resources & Environmental Practice Team Leader with over 25 years of experience in both public and private sectors. She spent more than 20 years as the Water Resources Project Manager at Bleck Engineering Company, balancing municipal engineering and private sector representation. Before Bleck, she was the Permit Engineer at the Lake County Stormwater Management Commission for five years, providing consulting services in regulatory, design, and planning capacities.

EDUCATION

B.S., Civil Engineering, Marquette University,
Milwaukee, WI

REGISTRATION

Professional Engineer – IL, WI

CERTIFICATIONS

Certified Floodplain Manager

AFFILIATIONS

Lake County Stormwater Management
Commission, Technical Advisory Committee

PROJECT EXPERIENCE

Mill Creek Floodplain Study Technical Review, Lake County Stormwater Management Commission, Illinois*:

Completed a Technical Review of the Mill Creek Floodplain Study, originally performed by Tetra Tech. Upon completion of the review, additional services include revision of the hydrologic and hydraulic analysis, completion an updated Floodplain Study Report, including all necessary supporting documentation, and enhancements in coordination with the U.S. Army Corps of Engineers related to their work on Des Plaines Phase II study. The original Tetra Tech HEC-HMS and HEC-RAS models were converted to HEC-1 and HEC-RAS (unsteady state). This study was used as the basis for a LOMR obtained by the Village of Grayslake, Illinois.

Park City Flood Mitigation Storm Sewer and Dady Slough Storage and Restoration, Lake County Stormwater Management Commission, Illinois*:

The Skokie River headwaters experience frequent overbank flooding, causing significant damage and road closures. The Park City Flood Mitigation Storm Sewer project aims to improve outlet capacity between Dady Slough and Belvidere Road, working with the Dady Slough project to increase storage capacity. These projects provide substantial flood reduction benefits and other social and environmental advantages. Key efforts included updating hydrologic and hydraulic models, validating existing conditions, and creating proposed conditions models. Services also covered permitting and grant support for DCEO and FEMA funding. The \$4.2 million project, benefiting over 800 properties and two main roads, was completed in 2024. Phase II (Dady Slough) is on hold due to funding issues.

Wildwood Area Stormwater Infrastructure Improvements, Warren Township Road District, Illinois*:

Local Area drainage improvement project. The project area receives almost one square mile of tributary drainage area without a regulatory flood insurance study. The system lacks an overland flow route resulting in extreme flooding along roadways and intersections; impacting at least 7 roadways, 109 residences and 106 accessory structures. Flood mitigation improvements (including a secondary storm sewer system) were designed, using XPSWMM, to maximize flood benefits up through the 50-year event. Additional water quality enhancement components including modification to the existing plunge pool in Valley Lake and the installation of porous parkways (visually similar to traditional grass swale but environmental benefits similar to a bio-swale). Services also included grant support services associated with the Illinois Department of Commerce and Economic Opportunity (DCEO) funding. Construction of \$4 million Wildwood Area Stormwater Infrastructure Improvements project was completed in 2024.

*Work accomplished prior to position at GRAEF



Village of Germantown Department of Public Works Facility

GERMANTOWN, WI

PARTNERED WITH GERMANTOWN TO CREATE A MODERN PUBLIC WORKS FACILITY, OVERCOMING THE LIMITATIONS OF THEIR OLD GARAGE AND STREAMLINING OPERATIONS FOR IMPROVED EFFICIENCY AND FUTURE GROWTH

GRAEF partnered with Germantown to develop a solution for their currently outdated and undersized Public Works Garage.

After inventorying the Village's vehicles and equipment as part of the programming phase, it became apparent that the current DPW site was not large enough to accommodate the new building and outside spaces required for now and into the future as Germantown grows. GRAEF assisted the Village to evaluate other potential properties within the Village to find a home for their new DPW building. In addition to the typical DPW yard functions, the Village was also interested in including the recycling center functions within the same site.

Having the ability to have all the disciplines under one roof, at local office, greatly benefits the Village from a cost, communication, and efficiency standpoint. The Germantown DPW site will also include a new salt shed, fueling station, and resident drop-off recycling center.

The project broke ground in December 2022 and is expected to be complete July 2024. Once completed, the new facility will be the largest project in the Village's history.

BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: March 5, 2025

PLACEMENT: Action Item

ITEM TITLE: Award of the Kinderberg Park Splash Pad painting and restoration contract to MACORP LLC for an amount not to exceed \$31,692.00.

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

Funds were allocated as part of the 2025 Parks Department non-borrowed capital budget in the amount of \$31,000.00 to complete the splash-pad surface treatment project.

The existing surface has been recoated 3-times over the life of the splash-pad, and the most recent surface has been chipping away over the last several years. The chipping paint not only looks unsightly, but finds its way into the filtration system. In order to obtain the best possible project, the existing surface will be media blasted to remove it completely. This will allow an adequate bond between the surface and the aquatic paint being applied. This will also help support the longevity of the filtration system.

Since the budgetary figure was put together, it has been identified that we have some potential concrete surface deficiencies and joint sealing that will likely require work beyond the original project scope. If approved, the additional \$692.00 cost will be covered out of the parks department general ledger maintenance account.

Staff has solicited pricing from area vendors and the results are listed below.

MACORP LLC: \$31,692.00

Service Painting Corporation: \$38,000.00

ATTACHMENT:

1. 2025 MACORP Splash-pad

STAFF RECOMMENDATION:

Award of the Kinderberg Park Splash Pad painting and restoration contract to MACORP LLC for an amount not to exceed \$31,692.00.

ACTION BY Committee:



MACORP LLC
PREMIER PAINTING & FINISHING

February 12th, 2025

Scott Anderson – sanderson@village.germantown.wi.us

Village of Germantown

N122 W17177 Fond du Lac Ave Germantown, WI 53022

RE: Painting of Splash Pad at Kinderberg Park
N106W15060 Buckthorn Dr, Germantown, WI 53022

Dear Scott,

MACORP, LLC. wishes to quote you a price on the above referenced project. Our price includes all labor, materials, equipment and rigging necessary to complete the project. Our price is also furnished, installed and tax included. Work to be done is as follows:

Scope of Work

- Main Bid: Shot-Blast & Insl-X Coating
 - Shot-blast existing coatings to bare concrete on splash pad.
 - Apply Vulkem 45SSL to concrete joints where it currently exists.
 - Apply H&C Concretready to minor surface defects.
 - Prep for layout of splash pad.
 - Clean any remaining debris from shot-blasting prior to finish coatings.
 - Apply two (2) coats of Insl-x Chlorinated Rubber Swimming Pool Paint. Semi-gloss finish. Color scheme to be chosen by Village Of Germantown

TOTAL PRICE: \$31,692.00

Exclusions

- Customer to provide color information.

Notes

- 1 year warranty provided.
- Customer to provide access to water.
- Min temp for this coating system is 50 degrees.

Payment Terms

- Final payment due 30 days upon completion.

Thank you for the opportunity to submit this proposal. Please consider **MACORP, LLC.** for the above referenced project. Please sign below and send back to our office if accepted.

Sincerely,

MACORP LLC

Devan Garcia

Estimator

Accepted By:

Date:

Director's Report - March 2025

Staff Top 3 Projects

Village Engineer

1	2025 Road and sidewalk program planning	Road program out for bid. Anticipate March or April award.
2	High Point Pass	Bid award at 3/5 PWHC and 3/17 VB.
3	Rockfield Rd and Pleasant View Road ARIP Planning	Rockfield Rd out for bid. Pleasant View likely in 2026.

Civil Engineer

1	Division Road Design	Submitted relocate plans to WeEnergies and AT&T.
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Engineering Techs

1	Road program plan and spec development	Complete.
3	Sidewalk program plan and spec development.	Complete.

Water Superintendant

1	Well 7 and 2 generator replacement.	Contract signed, awaiting start.
2	Well 4 Generator Design RFP.	Working with the Village Engineer on the development of a design services RFP.
3	Well 7 rehabilitation design RFP	Issued RFP to 3 firms. Proposals due 3/14/25.

Wastewater Superintendant

1	Proposals on condition assessment and coding.	Proposals from two firms. May be included in 2026 budget.
2	Ruekert-Mielke Main St and Old Farm study.	Study continuing. Needing data from SSSA and updated facilities study.
3	2024 Cured in Place Sewer Lining	Lining anticipated this week.

Highway, Parks , Buildings & Grounds Superintendant

1	Rural Tree Pruning and Removal	Project continuing.
2	Security projects.	Village Hall access system live. Keys being collected. Security at VH and Library access control next.
3	FD UPS project	Seeking proposals on the UPS replacement.

Director's Report - March 2025, cont.

Director

1	SSSA Amendment	Forwarded to SEWRPC. Anticipate a process with SEWRPC, MMSD and DNR.
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2	WISDOT SISP Grant	County Line and Appleton traffic signal improvements grant for \$624,489.
3	Equipment and Safety WG's	Safety WG will transition to a safety committee. Equipment WG continuing.

Richfield IGA Update

ROW acquisition between Freistadt and WSOR progressing. Upsize of GBP WM through Holy Hill Road.

Work By Other Agencies

WISDOT - Lannon & Maple Intersection - Substantial completion
ATC Transmission Line - 2025
WISDOT - WIS 167/Mequon Rd - Wasaukee east (in Mequon) Resurfacing - 2025
ANR Pipeline - Reline through Village - Spring/Summer 2025
WISDOT - WIS 145/Fond du Lac - Division Rd Roundabout - 2026
WISDOT - WIS 145/Fond du Lac - Mequon Rd to Brown Deer Rd Resurfacing - 2027
WISDOT - WIS 145/Fond du Lac - Division Road to Pilgrim Rd Resurfacing - 2028
WISDOT - WIS 167/Mequon Rd - I-41 to WIS 145 Resurfacing - 2028
WISDOT - WIS 167/Mequon Rd - Fond du Lac to Wasaukee - 2029

Compliance Milestones

1	PSC CPR Report Development - submitted a progress report along with an extension request.
2	DNR Storm Water Pollution Prevention Plan (SWPPP) for new DPW
3	MS4 Draft Permit Application submitted, working through changes after DNR review.
4	NR854 Water Supply Service Area Planning.
5	Federal servie line inventory violation.

Letters of Credit on File

	Development	Bank	Amount	Expiration
1	Kinderberg Estates	Lexon Insurance	\$40,000	NA
2	Wrenwood North / Wrenwood LLC	Midland States Bank	\$396,500	9/13/2025
3	Murphy/Golden Pet	Cash	\$10,000	NA
4	Heritage Park North	United Casualty and Surety	\$174,375.25	NA

Department Update

1	Starlite Drive watermain break - 2/1; Riversbend Circle watermain leak/repair - 2/25
2	Wrenwood North Phase 3 development anticipated this summer.
3	Anticipated road construction adjustments for 2025 - ARIP, Division, Squire
4	Establishing a DPW safety committee; Safety Committee Policy
5	Material usage report (salt, brine and fuel)

Director's Report - March 2025, cont.

Complaint Log - 2/1 - 2/28

Snow - Mailbox Down/Damaged	11
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Garbage - Missed Garbage	6
Garbage - Damaged Cart	5
Snow - Miscellaneous	5
Street - Miscellaneous	5
YW Facility - Miscellaneous	5
Street - Street Light Out	3
Engineering - Misc.	2
Garbage - RequestNew Cart	2
Other - Miscellaneous	2
Street - Traffic Control	2
Other - Other Agency	1
Sewer - Connection Inquiry	1
Snow - Plow Request	1
Snow - Sidewalk Not Cleared	1
Street - Obstruction	1
Tree - Misc.	1
Water - Leak	1
Water - Meter	1
YW Facility - Hours check/question	1
Total	57