

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME:	Monday, July 20, 2026 at 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #:2551 746 8900 Password: RGfHMePh684 which can be accessed by phone at 408-418-9388 or by clicking the link below: <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mbac09c1bf900c82b3d4fd86d044402dc>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Previously recorded VillageBoard Meeting Videos can be viewed at: https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST / COMMITTEE AND DEPARTMENT REPORTS:**
- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a four (4) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.) Comments that may be injurious to village personnel or other individuals will not be allowed.*
- VII. **CONSENT AGENDA:**
 - A. July 8, 2026 Meeting Minutes (ACTION)
 - B. One-Time Temporary Outdoor Entertainment Permit for Lynn Sterns, W124N12127 Wasaukee Rd, on 08/22/2026 (ACTION)
 - C. Temporary Class "B" Beer/"Class B" Wine Application for Germantown Historical Society's Oktoberfest, September 26-27, 2026 (ACTION)
 - D. Police Department Budget Amendment for Insurance Proceeds, Grant Revenues, Donations, and Sale of Handgun Revenues (ACTION)
 - E. Reduction to the letter of credit in the amount of \$164,375.25 to Home Path Financial, developer of Heritage Park North (ACTION)
 - F. Amendment #1 to Agreement with MSA for the Maple Road bridge repair in an amount which includes a 10% contingency of \$31,130.00 (ACTION)
- VIII. **UNFINISHED BUSINESS:**
- IX. **PUBLIC HEARINGS:**

X. NEW BUSINESS:

- A. Public Grant Program Application by Germantown Historical Society Inc for 2026 Christ Church Restoration and Addition Project (ACTION)
- B. Request to Update Master Signers on the Village's US Bank account (ACTION)
- C. Resolution Adopting the 2025 Compliance Maintenance Annual Report (CMAR) (WDNR) (ACTION)
- D. Gettysburg Drive "School Crossing" roadway painting and speed reduction signage (ACTION)
- E. Change order to Agreement with Vinton Construction for the High Point Pass Project in the amount of \$34,909.96 (ACTION)
- F. Adoption of 2026 Wage and Equipment Rates (ACTION)
- G. Approval of Funding for Construction Manager at Risk for New Police Department to Moore Construction Services (ACTION)
- H. Countywide EMS System Resolution (ACTION)

XI. 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.

Notice is hereby given that a possible quorum of other boards, committees, and/or commissions may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, July 6, 2026 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*

Village President Bob Soderberg called the Village Board meeting to order at 7:00 PM.

II. **ROLL CALL:**

Present: Trustee Robert Warren, Trustee Meg Cutts, Trustee Patrick Kaiser, Trustee Jan Miller, Trustee Scott Hefle, Trustee Jolene Pieper, Trustee Jim Stout, Trustee Terri Kaminski, Village President Bob Soderberg

Also Present: Village Clerk Donna Ott, Village Attorney Brian Sajdak, Administrator Matt Trebatoski, Community Development Director Jeff Retzlaff

III. **PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE:**

IV. **PRESIDENT'S REPORT:**

Village President Soderberg spoke regarding the Fourth of July activities held at Firemen's Park and thanked all volunteers, sponsors, vendors, Police, Fire, DPW, and Park and Recreation Departments involved with the Celebration. He additionally thanked the Germantown Area Chamber of Commerce for managing the Fourth of July parade and thanked the Fourth of July Taskforce co-chairs Trustee Jan Miller and Tom Barney for their coordination efforts. Lastly, President Soderberg spoke regarding the construction at Fond du Lac Av/Division Rd, Flower Source demolition, Village Center community engagement opportunity, and welcomed the Village's new Administrator Matt Trebatoski.

A. Park and Recreation Month Proclamation (PRESENTATION)

Village President Soderberg read aloud a proclamation observing Park and Recreation Month for the month of July, 2026.

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

Trustee Kaminski announced the upcoming Public Works & Highways Committee

meeting on July 8, 2026, at 5:30 PM.

Trustee Cutts announced the upcoming General Government & Finance Committee meeting on July 20, 2026, at 5:30 PM, and the upcoming Public Safety Committee meeting on August 3, 2026, at 6:00 PM.

Trustee Hefle announced the upcoming Economic Development Commission meeting on July 14, 2026, at 6:00 PM.

Trustee Miller announced the upcoming Tree Advisory Board on July 9, 2026, at 1:30 PM, and the upcoming Tourism Commission Meeting on July 13, 2026 at 5:00 PM.

- VI. CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a four (4) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.) Comments that may be injurious to village personnel or other individuals will not be allowed.*

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding the Police Department building contract and the future financial forensic audit.

VII. CONSENT AGENDA:

Motion: Approve Items A and B as presented

Motioned By: Terri Kaminski

Seconded By: Robert Warren

Yes: Robert Warren, Meg Cutts, Patrick Kaiser, Jan Miller, Scott Hefle, Jolene Pieper, Jim Stout, Terri Kaminski, Bob Soderberg

No: None

Abstain: None

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

A. June 15, 2026, Meeting Minutes (ACTION)

B. Temporary Class "B" Beer Application for Germantown Area Chamber of Commerce Business After Hours Event — July 15, 2026 (ACTION)

VIII. UNFINISHED BUSINESS:

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

- A. Appointment of Election Inspectors and Central Count Election Officials for the Remainder of the 2026-2027 Election Term (ACTION)

Motion: Approve as presented

Motioned By: Jolene Pieper

Seconded By: Scott Hefle

Yes: Robert Warren, Meg Cutts, Patrick Kaiser, Jan Miller, Scott Hefle, Jolene Pieper, Jim Stout, Terri Kaminski, Bob Soderberg

No: None

Abstain: None

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

- B. Brandon O'Bryon, Agent for Mark Posey and Randall Wendland, Property Owner, at W212 N11206 Meeker Hill Lane; Application to Rezone 2.1 acres from the R-2: Single-Family Residential to the B-3: General Business District; and a Conditional Use Permit (CUP) Application to Allow the Operation of a Construction Service/Contractor Shop for a Tree Removal Business Operation. (ACTION)

Community Development Director Jeff Retzlaff presented the rezoning and conditional use permit request. He advised that on June 8, 2026, the Plan Commission recommended denial of both the rezoning request and conditional use application.

Motion: Approve as presented

Motioned By: Jolene Pieper

Seconded By: Terri Kaminski

Yes: None

No: Robert Warren, Meg Cutts, Patrick Kaiser, Jan Miller, Scott Hefle, Jolene Pieper, Jim Stout, Terri Kaminski, Bob Soderberg

Abstain: None

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

XI. ADJOURNMENT:

Village President Soderberg adjourned the Village Board meeting at 7:20 PM.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 20, 2026

PLACEMENT: Action Item

ITEM TITLE: One-Time Temporary Outdoor Entertainment Permit for Lynn Sterns, W124N12127 Wasaukee Rd, on 08/22/2026 (ACTION)

SUBMITTED BY: Kasie Miller, Chief Deputy Clerk

SUMMARY EXPLANATION:

Lynn Sterns, resident of W124N12127 Wasaukee Rd, has submitted an application for a One-Time Temporary Outdoor Entertainment Permit for a private wedding reception held at their residence on August 22, 2026, from 5:00PM until 11:00PM. A 30 ft by 60 ft tent will be used as shelter for guests and for the DJ to play amplified music. Five-hundred foot notices were mailed to adjacent property owners on 06/16/2026.

Police, Fire, and Community Development Departments have provided approval of this application.

ATTACHMENT:

1. Sterns Temp 1 Day_Redacted

STAFF RECOMMENDATION:

Approval of the One-Time Temporary Outdoor Entertainment Permit Application for Stern's residence private wedding reception on 08/22/2026.

ACTION BY COMMITTEE:

OUTDOOR ENTERTAINMENT PERMIT APPLICATION

- Additional permits or approvals may be required by other Departments (sign permits, temporary use permits, building permits, electrical permits, liquor license, etc.). You are responsible for obtaining those permits prior to approval of this application. Contact Community Development at 250-4735 for further information.
- Approved annual permits are valid July 1 – June 30, or upon issuance. Temporary permits are valid during the dates identified on the Permit. If there are any changes to a previously approved permit application, an amended approval will be needed.
- **IF YOUR APPLICATION SHOULD BE DENIED BY THE VILLAGE BOARD, THE FEES ARE NON-REFUNDABLE.**

☐	Annual Permit	\$200
☒	Temporary Permit: 1 st and 2 nd Permits within <u>Permit Year</u>	\$0
☐	Temporary Permit – 3 rd Permit and subsequent	\$75
	Total:	

 Applicant Name
 Lynn Sterns

Phone Number

Email

Applicant Business Name (if applicable)

 Applicant Business Street Address
 W124 N12127 Wasauke Rd

 City
 Germantown

 State
 WI

 Zip
 53022

Describe the area where the outdoor entertainment permit will be utilized, including the property address and a description of the area on the Property to be utilized. You MUST include a detailed, scale drawing of the area with dimensions, locations of speakers, televisions, performance location, and the like.

DJ will be set up under tent in front yard at W124 N12127 Wasauke Rd. Germantown, WI 53022.

Describe the hours of outdoor entertainment. For Temporary Permits, List Dates and Hours of Event. For Annual Permits, List Proposed Days and Hours of outdoor entertainment (e.g., Between June 1 and September 30, Fridays 4pm to 8pm, Saturdays Noon to 9 pm). You MUST include a detailed plan of operation setting forth the dates, hours, location, type and scope of the operation for all outdoor entertainment.

The event will take place from 5:00 pm - 11:00 pm on Saturday, August 22nd 2026. It will be one DJ with speakers. It is a private, invitation only wedding reception. Location of DJ booth under tent is attached.

I hereby certify that the answers on this application are complete, true and correct to the best of my knowledge and belief and make application for an Outdoor Entertainment Permit in the Village of Germantown, Wisconsin, subject to the provisions and limitations of Wisconsin Statutes and Germantown Municipal Code, and hereby agree to comply with

Lynn Sterns
Applicant

6/10/26
Date

For Office Use Only: Date: _____ Initials: _____ Amount Paid: _____ Receipt # _____

Community Development Review: _____ Plan Commission Date (if applicable): _____

Police Chief Date Notified _____ Approve _____ or Deny _____ (Attach basis for denial). Police Chief or Designee: _____ Date: _____

Fire Chief Date Notified _____ Approve _____ or Deny _____ (Attach basis for denial). Fire Chief or Designee: _____ Date: _____

500 foot Notice Mailing date _____ Public Safety Meeting Date _____ Approved/Denied (Circle One)

Village Board Meeting Date _____ Approved/Denied (Circle One) Permit Number: _____ Village Clerk Approval: _____

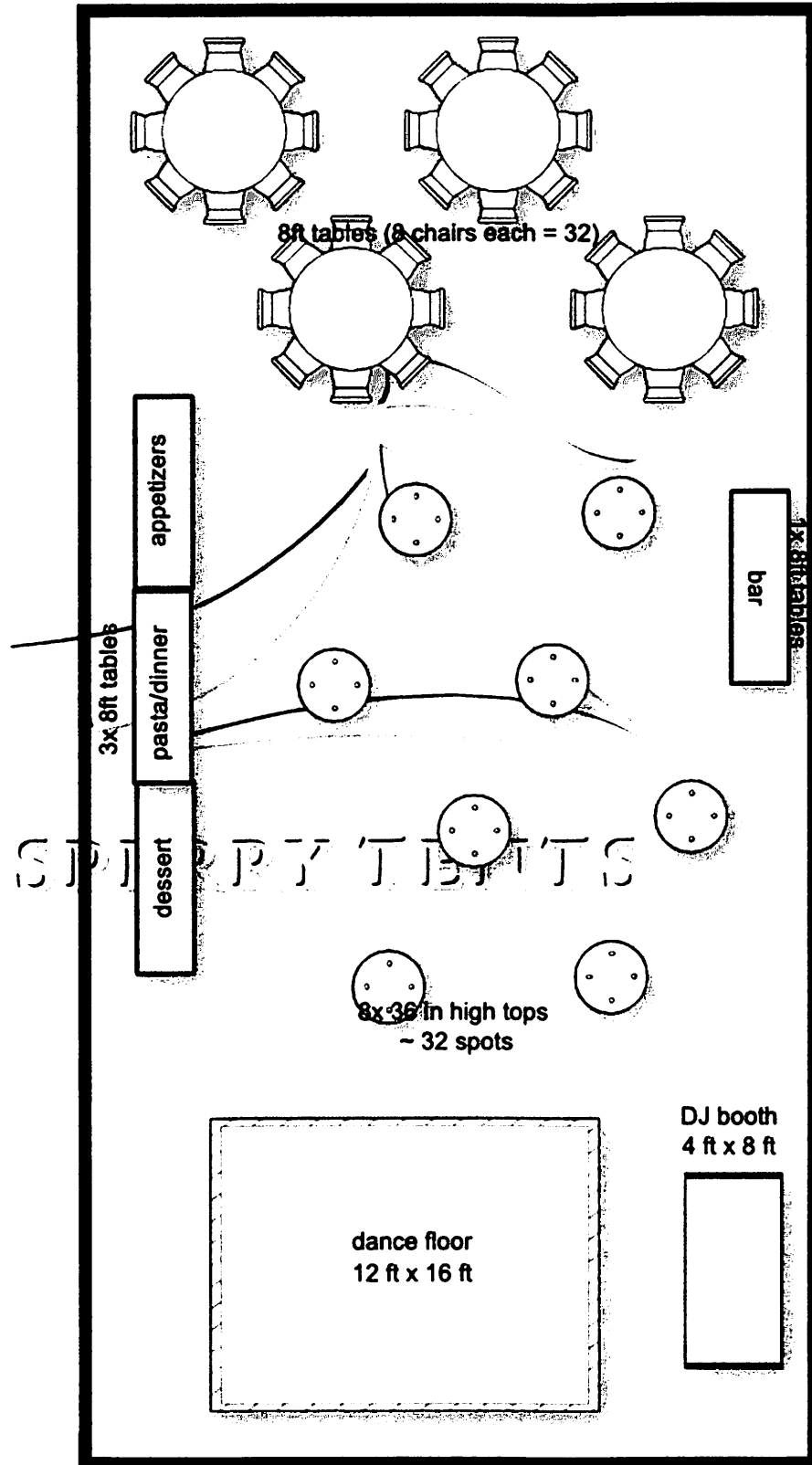
OUTDOOR ENTERTAINMENT PERMIT

POLICY & PROCEDURE

1. An Outdoor Entertainment Permit is required when the following types of entertainment are provided, wholly or in any part, including fixtures, attendees, and sound systems, outside of a fully enclosed permanent structure:
 - a. Amplified or non-amplified music, including live singers, musicians, bands, or orchestras, recorded music, karaoke, juke boxes, live DJ's, background music, radios, and the like.
 - b. Audio-visual broadcasts, including the presentation of live televised events such as a sporting event, television shows, movies and the like.
2. There are two types of outdoor entertainment permits:
 - a. Annual Permit: Allows the permittee to provide outdoor entertainment outside an enclosed structure during specified hours. The permit period is July 1 through June 30, with each year requiring a new permit.
 - b. Temporary Permit: Allows the permittee to provide activities outside an enclosed structure during a specified period or periods for special, limited occurrences.
3. Permit applications must be accompanied by a site plan and a scaled drawing or map showing the location of all speakers, televisions, performance locations, and the like.
4. Permit applications must be accompanied by a detailed plan of operation setting forth the dates, hours, location, type and scope of the operation for all outdoor entertainment activities. A complete plan of operation should include, as applicable: a description of the type of entertainment to be offered, a security plan (including the number of security personnel, how they will be utilized, how they are identified, etc.), a plan to handle control and clearance of the parking lot during hours of operation and at closing time, a plan for unruly patrons, intoxicated patrons, and physical disturbances, a plan of how alcohol sales and consumption will be addressed, a plan for litter and noise complaints, and contact information for an individual to address complaints at times entertainment is ongoing.
5. NO ALCOHOL BEVERAGES shall be served or consumed without appropriate licenses or permits.
6. All applications shall be referred to the Police Chief and Fire Chief for review and recommendation.
7. All property owners within 500 feet of the property to be subject to an Outdoor Entertainment Permit shall be notified of the pendency of application and the date(s), time(s) and location, when the request will be considered by the Public Safety Committee. This shall be done by first class mail, at least 15 days prior to the scheduled meeting.
8. The Public Safety Committee shall review the request, consider the recommendations of the Police and Fire Chiefs, and make a recommendation to the Village Board regarding issuance. The Village Board may impose conditions and restrictions on the permit found to be necessary to minimize the impact of the outdoor entertainment upon surrounding properties including limiting the dates and times of activities and requiring technologically reasonable steps to minimize noise and other impacts.



30 ft x 60 ft tent



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 20, 2026

PLACEMENT: Action Item

ITEM TITLE: Temporary Class "B" Beer/"Class B" Wine Application for
Germantown Historical Society's Oktoberfest, September 26-27,
2026 (ACTION)

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Redacted Oktoberfest 09.26.26-09.27.26 Temp Class B-Beer and Wine

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:



Germantown's Historic Village Church built 1844

GERMANTOWN HISTORICAL SOCIETY



May 26, 2026

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Dear Sir,

Enclosed you find the Application for Temporary Alcohol Beverage License for our Oktoberfest event on September 26th and 27th, 2025.

Please review and if I need to provide any additional information, please contact me. If all documents are in order, please process licensing. Once the License is available, I would like to pick it up at the Village Hall.

Thank you,

Sue Dix, Treasurer

Germantown Historical Society



POST OFFICE BOX 31, GERMANTOWN, WISCONSIN 53022

Temporary Alcohol Beverage License

License(s) Requested	Fees	
☒ Temporary "Class B" Wine ☒ Temporary Class "B" Beer	License Fees	\$ 10
	Background Check	\$ 56
	Total Fees	\$ 66

(already did Phil background)

Part A: Organization Information

1. Organization Name
GERMANTOWN HISTORICAL SOCIETY INC

2. Organization Permanent Address
N128 W18780 HOLY HILL ROAD

3. City
GERMANTOWN

4. State
WI

5. Zip Code
53022

6. Mailing Address (if different from permanent address)
P O BOX 31

7. FEIN
23-7430221

8. Date of Organization/Incorporation
06/01/74

9. State of Organization/Incorporation
WI

10. Phone
[REDACTED]

11. Email
[REDACTED]

12. Organization type (check one)

☐ Bona Fide Club ☐ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization

☒ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? ☐ Yes ☒ No

14. Wisconsin Seller's Permit Number (if applicable)

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

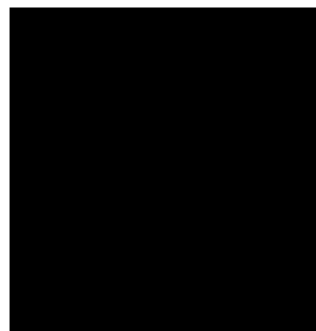
Last Name	First Name	Title	Phone
DIX	JAMES	President	[REDACTED]
FRITSCH	PHIL	Vice President	
BAST	PEGGY	Secretary	
DIX	SUSAN	Treasurer	
MILLER	MARGE	Board Member	

Continued →

AB-220

Part B: Individual Information continued

Gierach	Fritz	Board Member
Bast	Judy	Board Member
Lutz	Barbara	Board Member
Bykowski	Mary	Board Member



Part C: Event Information

1. Name of Event (if applicable) GERMANTOWN HISTORICAL SOCIETY OKTOBERFEST			
2. Dates of Operation September 26 & 27, 2026		3. Hours of Operation 26 th 12N - 11:00 PM 27 th 12-8pm	
4. Premises Address Dheinsville HHistorical Park			
5. City Germantown		6. State WI	7. Zip Code 53022
8. County Washington	9. Governing Municipality ☐ City ☐ Town ☒ Village of: Germantown		10. Aldermanic District Turstee Dist 1
11. Organizer of Event (if not the named applicant) Jim Dix/Sue Dix		12. Email and/or Phone Number for Organizer of Event Jim [REDACTED] Sue [REDACTED]	
13. Organizer Website Sue Dix		14. Event Website germantownhistoricalsociety.org	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. All events will be at the Dheinsville Festhalle and surrounding areas in Dheinsville Historic Park Sold Festhalle (bar) Storage Festhalle (trailer) (consumed) Festhalle and Dheinsville Park Records behind Festhalle bar			

Part D: Attestation

Who must sign this application?

- one officer or director of the nonprofit organization

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Dix		First Name James	M.I.
Title President	Email [REDACTED]	Phone [REDACTED]	
Signature James R. Dix		Date 5/20/26	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 5/20/26 RH 1126-022	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: July 20, 2026
AGENDA ITEM: Action Item
ITEM TITLE: 2026 Police Department Budget Amendment to Account for Insurance Proceeds, Grant Revenue Offsetting Previously Unbudgeted Expenditures, and Sale of Old Department Handguns
SUBMITTED BY: Chief Patrick Merten
SUMMARY EXPLANATION:

CVMIC Insurance Payments for Damaged Squad Vehicles

- The Village received \$300.00 in insurance proceeds from CVMIC related to recently damaged squad vehicle.
- The funds will be used to offset the replacement and repair costs associated with the affected vehicles.

WI DOJ Body Armor Reimbursement

- The Village received \$2,559.85 in Wisconsin Department of Justice Body Armor reimbursement funds to support officer safety with ballistic protection.
- The funds will offset ballistic vest uniform expenses incurred in 2026.

Sale of Old Department Handguns

- The Village received \$5,000.00 for the sale of handguns that Kettle Moraine Precision sold for the village.
- I am asking for the funds to be used to offset the cost of purchasing new patrol rifle weapon mounted lights.

Donations to Police Department

- The Police Department received a donation from a resident in the amount of \$1,500.00 to be used towards patrol rifle weapon mounted lights.
- The funds will offset the cost of the new weapon mounted lights.

Budget Adjustment

- Increase General Fund - PD Squad Maintenance & Repairs (10541000-552700) **\$300.00**
- Increase General Fund – PD Uniforms (10541000-531450) **\$2,559.85**
- Increase General Fund – Protective Supplies (10542000-531560) **\$6,500.00**
 - Sale of Guns - \$5,000.00
 - Donations - \$1,500.00

Fiscal Impact

There is no net impact on the General Fund, as the additional expenditures are fully offset by corresponding insurance reimbursements, grant revenues, donations, and sale of equipment.

ATTACHMENT: ORDINANCE___ RESOLUTION_____ OTHER_____
RECOMMENDATION:

Staff recommends approval of the Police Department budget amendment as outlined above to ensure accurate financial reporting and proper use of restricted or reimbursed funds.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: July 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Letter of Credit Reduction – Heritage Park North

SUBMITTED BY: Timothy K. Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

Home Path Financial, LP, developer of Heritage Park North, has requested a reduction to the Letter of Credit (LOC). The current value of the LOC is \$174,375.25. The developer is requesting a reduction in the amount of \$164,375.25, leaving a surety balance of \$10,000.00 for the one-year warranty period established in the Development Agreement. All the public improvements have been completed and accepted by the Village. Some street tree planting and their associated warranty period are what remain.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__
Request letter dated 6/25/2026 – Home Path Financial, LP

RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend a reduction to the letter of credit in the amount of \$164,375.25, for approval by the Village Board

COMMITTEE ACTION:

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



UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

233 Needham Street #440, Newton, MA 02464

BOND RIDER

This Rider Shall Be Attached To And Form A Part Of The Following Bond

BOND NO: UCSX372X4816

ORIGINAL ISSUE DATE: 03/18/2022

BOND TYPE: Subdivision – Performance

PRINCIPAL: Home Path Financial Limited Partnership

OBLIGEE: Village of Germantown, Washington County, Wisconsin

BOND AMOUNT: \$2,902,592.25

EFFECTIVE DATE OF CHANGE: 08/25/2022

THE ABOVE REFERENCED BOND IS HEREBY AMENDED AND MODIFIED AS FOLLOWS:

Per the request of the Obligee: Reduction #1 of the Bond Penalty of the attached bond

From: Two million nine hundred two thousand five hundred ninety-two 25/100.....(\$2,902,592.25)

To: Two million two hundred two thousand five hundred ninety-two 25/100.....(\$2,202,592.25)

ACCEPTED AND AGREED

The Village of Germantown, Washington County, Wisconsin agrees to and accepts the Bond Rider and Reduction No. 1 to the Penal Sum of Performance Bond UCSX372X4816 and further certifies that, to its knowledge, there are no liens or claims that have been asserted or filed by any vendor, subcontractor, laborer, or other claimant on the Heritage Park North Subdivision.

Village of Germantown, Washington County, Wisconsin

By: _____

Title: _____

Dated: _____

Signed and sealed this 29th day of August, 2022

UNITED CASUALTY AND SURETY INSURANCE COMPANY

Kelly A. Specht, Attorney-in-Fact

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

} S.S.

On August 29, 2022 before me, Derek Syme, Notary Public

Name of Notary Public, Title

personally appeared Kelly A. Specht

Name of Signer (1)

N/A

Name of Signer (2)

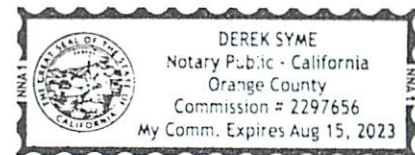
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Rider Bond No. UCSX372X4816

containing 1 pages, and dated August 29, 2022

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: United Casualty and Surety Insurance Company

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 171372

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Bethany Mercer, William Belpedio

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31st, 2024.

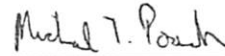
This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of July, 2022

UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company


 Michael T. Porsch, Treasurer

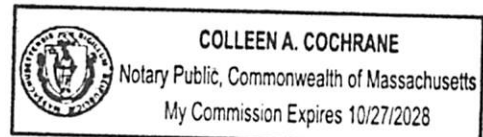
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 5th day of July, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

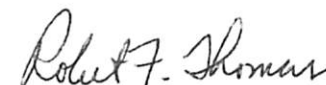

 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 29th day of August, 2022

Corporate Seals


 Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM



11/07/22

Village of Germantown
Attn: Mr. Larry Ratayczak, PE
N112W 17001 N8480 Mequon Road
Germantown, WI 53022

Re: Heritage Park North
Bond #UCSX372X4816

Mr. Ratayczak,

Please consider this letter our formal request for reduction #2 of the subdivision surety referenced above. We are requesting a reduction in the amount of \$2,028,280, leaving a surety balance of \$174,375.25.

The remaining balance represents 125% of the values identified in the development agreement for asphalt surface course, dry utilities, street lights, street signs, and street trees.

Please provide written approval at your earliest convenience or contact me with any questions or comments.

Sincerely,
Ken Frank

Director, Acquisition and Development
Home Path Financial Limited Partnership

xc: Matt Rhum, Home Path Financial
Keith Kindred, SEH Engineering
Herb Gross, Home Path Financial



06/25/26

Village of Germantown
Attn: Tim Zimmerman
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Heritage Park North
Bond # UCSX372X4816

Mr. Zimmerman,

Please consider this letter our formal request for the final reduction of the subdivision surety referenced above. We are requesting a reduction in the amount of \$164,375.25 leaving a surety balance of \$10,000.00 for the 1 year Warranty period established in the Development Agreement.

Please provide written approval at your earliest convenience or contact me with questions or comments.

Sincerely,
Tim Pykett

Land Development Group
Home Path Financial Limited Partnership



UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

SUBDIVISION PERFORMANCE BOND

Bond No.: UCSX372X4816

KNOW ALL PERSONS BY THESE PRESENTS, That we, Home Path Financial Limited Partnership, called the Principal, and United Casualty and Surety Insurance Company, a Nebraska corporation, called the Surety, are held and firmly bound unto Village of Germantown, Washington County, Wisconsin called the Obligee, in the sum of Two million nine hundred two thousand five hundred ninety-two 25/100 (\$2,902,592.25) for payment thereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal make certain improvements to the land as more particularly set forth in Development Agreement for Heritage Park North (hereinafter referred to as the "Contract")

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract within time period granted by the Obligee, then this obligation shall be void, otherwise to remain in full force and effect. The obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond.
2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

Signed this 18th day of March, 2022.

Home Path Financial Limited Partnership (Principal)

By: _____

IMS Investments, LLC
By: Jeffrey M. Kleiner, Member

United Casualty and Surety Insurance Company (Surety)

By: _____

Kelly A. Specht, Attorney-in-Fact

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

} S.S.

On March 18, 2022 before me, Bethany Mercer, Notary Public

Name of Notary Public, Title

personally appeared Kelly A. Specht

Name of Signer (1)

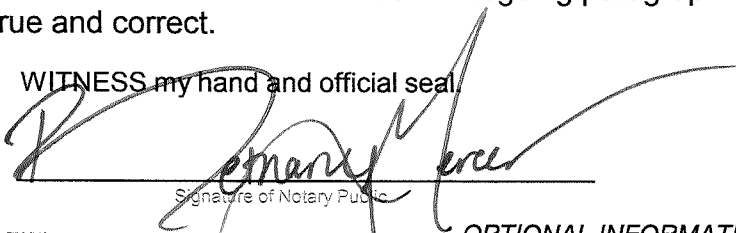
N/A

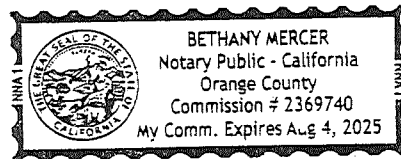
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Performance Bond No. UCSX372X4816

containing 1 pages, and dated March 18, 2022

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: United Casualty and Surety Insurance Company

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 171372

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Michael Herranen, Bethany Mercer, William Belpedio

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety. This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 15th day of February, 2021.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Joel Chachkes
 Joel R. Chachkes, Treasurer

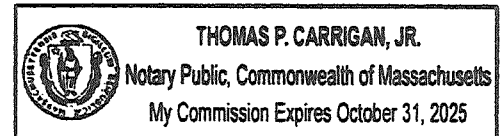
Corporate Seals

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 15th day of February, 2021, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Thomas P. Carrigan, Jr. (Seal)
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 18th day of 2022

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, Chief Operating Officer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: July 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Amendment To the MSA Professional Services Agreement – Maple Road
Bridge Repair

SUBMITTED BY: Timothy K. Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

By unanimous recommendation the PWHC recommended repair option A as presented at the May 13, 2026 PWHC. Our consultant, MSA under Village project number 2603 was asked to expand their scope of services to include preparation of plans and specs, bid administration, construction administration, and construction observation.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__
PSA Amendment

RECOMMENDATION:

Staff requests the PWHC recommend to the Village Board acceptance of MSA Amendment 1 – for the Maple Rd. Bridge Repair in the amount of \$28,300 with an additional 10% contingency of \$2,830.00 for the total amount of \$31,130.00. Funded in 40-561000-594300 Bridges

COMMITTEE ACTION:

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



Amendment

Amendment No: 1

MSA Project Number: 00223006

Date of Issuance: June 17, 2026

This is an amendment to the Agreement dated January 6, 2026 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 355-8945

Representative: Leah Rhodes

Email: lrhodes@msa-ps.com

VILLAGE OF GERMANTOWN (OWNER)

Address: W130N10200 Town 9 Parkway, Germantown, WI 53022

Phone: (262) 250-4725

Representative: Timothy Zimmerman

Email: tzimmerman@germantownwi.gov

Project Name: Maple Road over Goldendale Creek Bridge Repair

The project scope has changed due to:

- Bid Administrative Package and Services (if authorized in writing)
- Construction Administration Services (if authorized in writing)
- Construction Observation Services

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: June 22, 2026
Approximate Completion Date: December 1, 2026

The fees for the work are as follows:

		Original Fee	Fee Adjustment
Phase 100: Data Collection	Lump Sum	\$820	\$0
Phase 200: Field Verification	Lump Sum	\$1,375	\$0
Phase 300: Site Evaluation Study	Lump Sum	\$10,740	\$0
Phase 400: Repair Package for Quotations	Lump Sum	\$5,010	\$0
Phase 500: Repair Plans and Specifications	Estimated Fee	\$13,660	\$0
Phase 600: Bid Administration Services (if authorized in writing)	Lump Sum	-	\$6,100
Phase 700: Construction Administration Services (if authorized in writing)	Estimated Fee	-	\$9,500
Phase 800: Construction Observation Services	Estimated Fee	-	\$12,700

The estimated fee for the work is:	\$28,300
Original contract amount:	\$31,605
New contract amount:	\$59,905

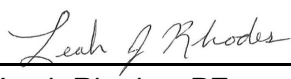
Any attachments or exhibits referenced in this Amendment are made part of the original Agreement. Payment for these services will be on a time and expense basis, where indicated (estimated fee), and on a lump sum basis where indicated. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

VILLAGE OF GERMANTOWN

MSA PROFESSIONAL SERVICES, INC.

Bob Soderberg
Village President
Date: _____



Leah Rhodes, PE
Team Leader
Date: 6/17/2026

The following changes to the original CONTRACT are included with this AMENDMENT NO. 1 for Attachment A.

PHASE 600 – BID ADMINISTRATION SERVICES (IF AUTHORIZED IN WRITING)

Phase 600 is added as follows:

- Project Manual specifications for bidding
- Provide Bid Advertisement
- Administer Bid Document Distribution Process utilizing QuestCDN
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Conduct a Virtual Electronic Bid Opening
- Prepare Tabulation of Bids
- Assist Owner in evaluating bids and in assembling and awarding construction contracts
- Attend one virtual meeting to formally recommend award.

PHASE 700 – CONSTRUCTION ADMINISTRATION SERVICES (IF AUTHORIZED IN WRITING)

Phase 700 is added as follows:

- Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Coordinate and Conduct Preconstruction Meeting
- Facilitate up to three (3) virtual construction progress meetings
- Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate.
- Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
- Review Contractor Submittals, Schedules and Samples for compliance with Construction Documents.
- Prepare punch list (items to be completed or corrected). Review Contractor work and completion documents for compliance with construction contract and readiness for final payment *(includes warranty documentation and lien waiver review)*.

PHASE 800 – CONSTRUCTION OBSERVATION SERVICES

Phase 800 is added as follows:

- Furnish a Construction Observer to observe the progress and quality of the Contractor's work on the bridge beam repair. Responsibilities of the Construction Observer include:
 - Attend Preconstruction Meeting (Virtual Attendance Only)
 - Assist in communication between Engineer, Contractor and Owner, especially when additional information, interpretation, or clarification is needed regarding existing conditions or contract documents.
 - Respond to Contractor Requests for Information and assist in interpretation of contract documents as it pertains to bridge beam repair.
 - Review Contractor material submittals for general conformance with the design intent of the construction documents.
 - Conduct on-site observations of the Contractor's work in progress, limited to a maximum of six (6) site visits and twenty-four (24) total field hours (excluding travel), including the punch list visit.

- Observation will include both concrete surface repairs and fiber wrap reinforcement work, including identifying repair locations in the field.
- The Construction Observer will not have control over or responsibility for construction means, methods, techniques, sequences, procedures, or safety precautions and programs implemented by the Contractor.
- Maintain orderly files and prepare field notes for each site visit recording Contractor's activities at the site.
- Review applications for payment for general conformance with observed progress of the bridge repair work, and materials and equipment delivered at the site.
- Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records.
- Additional services will be required if the Contractor's schedule extends beyond the anticipated duration or requires additional site visits beyond those included.

ADDITIONAL SERVICES

The Additional Services section is removed and replaced with the following:

The following services are not included but can be provided on a time and materials basis as an additional service if authorized in writing.

- Topographic or utility survey
- Utility coordination
- DNR or other agency coordination
- Permitting
- Right of way exhibits
- Traffic control plans
- Load rating calculations
- Public involvement meetings
- Hazardous materials investigation (including asbestos)

SCHEDULE

The Schedule section is removed and replaced with the following:

The following items of work will be completed by the following dates if MSA has received the signed contract by June 22, 2026.

MILESTONE	COMPLETION
Kick-Off Meeting	January 2026
Phase 100: Data Collection	January 2026
Phase 200: Field Verification	February 2026
Phase 300: Site Evaluation Study	March 20, 2026
Phase 400: Repair Package for Quotations	July 10, 2026
Phase 500: Repair Plans and Specifications	July 10, 2026
Phase 600: Bid Administration Services (if authorized)	September 2026
Phase 700: Construction Administration Services (if authorized)	December 1, 2026
Phase 800: Construction Observation Services	December 1, 2026

ATTACHMENT B: RATE SCHEDULE

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support	\$184 – \$203/hr.
Land Surveying	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 – \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES (effective April 19, 2026)

Building Inspection Permit Management	\$25/permit
Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.20/page \$0.13/page for DOT
Plots	\$0.01/sq.in.
Flash Drive	\$10
Dini Laser Level	\$85/per day \$85/day for DOT
Drone Flight	\$375/flight \$250/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$18/hour for DOT
GPS R2 Equipment	\$20/hour \$18/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.77/mile \$0.77/mile for DOT
Nuclear Density Testing	\$45/day \$45/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$14/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Expense rates represent an average or range for a particular category and are subject to change to match incurred cost in real time.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 20, 2026

PLACEMENT: Action Item

ITEM TITLE: Public Grant Program Application by Germantown Historical Society Inc for 2026 Christ Church Restoration and Addition Project (ACTION)

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Public Grant Program - Policy Overview
2. Letter of Request from Germantown Historical Society
3. Application 05.14.26 by Germantown Historical Society
4. Building Permit Application
5. Certificate of Liability Insurance
6. Articles of Incorporation, non profit status,

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

PUBLIC
Grant Program Policy
*People Uniting for the Betterment of Life
and Investment in the Community*

March 2015

VILLAGE OF GERMANTOWN, WISCONSIN

TABLE OF CONTENTS

PURPOSE	1
PROCESS	2
APPLICATION REQUIREMENTS	2
GRANT APPLICATION REVIEW	3
ORGANIZATIONAL ELIGIBILITY CRITERIA	3

VILLAGE OF GERMANTOWN PUBLIC GRANT PROGRAM

The Village Board recognizes the importance of providing Village support for Community fundraising events and gatherings, which in turn support and promote the public purposes of improving the general quality of life, economic growth, increased tourism, recreation, recognition of fine arts, charitable aid and many others that are both tangible and intangible, in order to make the Village of Germantown a better place in which to live and work. In furtherance of that recognition, the Village Board has adopted this *People Uniting for the Betterment of Life and Investment in the Community* ("PUBLIC") Grant Program.

PURPOSE

The Village Board urges the private sector, businesses, institutions, organizations and individual citizens alike, to increase their roles in Community activities to further the public purposes set forth above and to assist the Village in its obligation to regulate such event(s) and gathering(s), so that impacts on operating budgets of Village departments can be minimized. As an incentive to such public purpose involvement, the PUBLIC Grant Program offers an annual fee waiver(s) grant to eligible organizations and individuals, which may be considered upon filing a grant application with the Village Clerk, as set forth below. Approval of grant applications is made by the Village Board. Costs for all fundraising events and gatherings shall be borne by the sponsoring community organization or individual and are due and payable in accordance with this Program and Federal, State, County and Village regulations and laws. After payment, those license, permit or use fees specifically awarded by the Village Board grant approval are then reimbursed by the Village. The PUBLIC Grant Program is intended to continue support for fundraising events and gatherings that the Village in the past has traditionally supported. These include, but are not limited to: Mai Fest, Independence Day Parade and Activities, Oktoberfest, etc. It is intended that these Program policies and procedures will provide a system, common information and basic ground rules which will allow the Village and public purpose event and gathering sponsors to achieve their mutual goals for Community benefit.

PROCESS

Only Germantown based civic and service organizations and Germantown resident individuals are eligible to apply for a PUBLIC Grant. Incomplete applications will not be considered and approval will be determined solely on the information provided on the application. Applicant organizations and individuals must meet the eligibility criteria stated in this Program. "Germantown based" means those organizations who by name or other means identify themselves *bona fide* as being headquartered in the Village of Germantown; or whose membership consists primarily of Germantown residents, including business residents; or those who return substantial benefit to the Village of Germantown and its residents. "Civic and service" means any non-profit or not-for-profit organization that is created for charitable or public purposes, or an organization or individual acting in a like capacity and purpose.

The PUBLIC Grant is an annual grant, requiring an annual application to qualify. All PUBLIC Grant applications must be completed and submitted to the Village Clerk no later than **60 days** before the event or gathering is scheduled. Each Grant application shall specify in detail the events and gatherings for which license, permit or use fees are requested to be awarded under the Grant and a detailed listing of the type(s) and amount(s) of such fees.

APPLICATION REQUIREMENTS

Each applicant will be required to submit:

- 1) A completed PUBLIC Grant application along with all required attachments.
- 2) A letter of intent addressed to the Village Board requesting the Grant. The letter must indicate:
 - i) the address of the local office/headquarters of the organization or address of an individual applicant;
 - ii) the organization's or the individual's purpose/mission statement;
 - iii) an organization's articles of incorporation or like certificate of existence and any statement or certification of the organization's non-profit status by the State or Federal government or a statement that no such certification exists;
 - iv) the location(s), date(s) and time(s) of the proposed event(s) and/or gathering(s);
 - v) the purpose of the event(s) and/or gathering(s); and
 - vi) how the organization's or individual's program and event(s) and/or gathering(s) benefits the Germantown Community.
- 3) A budget stating projected expenses, revenues and funding source(s) specific to the event(s) or gathering(s), which projects a break-even or profitable event(s) or gathering(s) when calculated using the Grant requested.

For an application to be accepted it must be complete and include all the above attachments. Incomplete applications will be returned to the applicant. The applicant will then have 5 business days to resubmit all required application materials.

GRANT APPLICATION REVIEW

Once applications are accepted, the Village Clerk or designee shall review them for completeness. All Grant applications must be approved by the Village Board. The Village Clerk or designee shall inform the applicant of the date and time at which the Village Board will review the application. The applicant or designee should be present at this meeting to respond to questions.

ELIGIBILITY CRITERIA

1. Only Germantown based civic and service organizations and individuals may conduct events solely or primarily as fund-raisers and be eligible for license, permit or use fees to be awarded under a Grant.
2. Events or gatherings must be open to the public.
3. Fundraising events must provide a benefit or contribution to Germantown as determined by the Germantown Village Board under the consideration of the public purposes of the PUBLIC Grant Program, as set forth above. The organization or individual raising the funds must primarily serve Germantown residents or businesses or promote tourism to and within the Village.
4. Subject to the above stipulations, in order to be eligible for a PUBLIC Grant, the sponsoring organization and individuals as may be applicable, **must meet the following prerequisites:**
 - a. Must submit a complete application by the deadline as set forth above.
 - b. Must timely submit any applicable event, license or permit application and all required attachments by the applicable deadline(s).
 - c. Must submit proof of non-profit status or like capacity.
 - d. Must provide a benefit pursuant to the purposes of this Program to the citizens of Germantown.
 - e. Must have no outstanding debts payable to the Village of Germantown.
 - f. Must demonstrate the ability to produce a well-planned, safe event, or gathering.
5. **The sponsoring organization or individual must also agree to do the following:**
 - a. Obtain all required permits, clearances, insurance and event authorization in a timely manner, in cooperation with the appropriate staff of the Village of Germantown.
 - b. Acknowledge the support of the Village of Germantown where appropriate, and to include on all printed information and advertising related to the event for which fees were waived the following:
"This program has been made possible, in part, through PUBLIC Grant assistance from the Village of Germantown".
 - c. As to an event or gathering for which it is reasonably anticipated that more than 100 persons will attend, provide to the Office of the Village Clerk not less than 14 business days prior to the event or gathering, a certificate of insurance certifying minimum limits of \$1,000,000 General Liability, Automobile Liability, Employer's Liability and as may apply, Errors and Omissions, naming the Village of Germantown as additional insured.
 - d. Agree in writing to indemnify, defend and hold harmless the Village of Germantown, its officers, agents, volunteers and employees, from any and all claims and matters concerning or arising from the event(s), project(s) and/or gathering(s). Such writing

shall state that the organization or individual shall hold harmless, defend and indemnify the Village of Germantown and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the organization's or individual's performance or work related to the event(s) or gathering(s) which are the subject of the grant award or any failure to comply with any obligations or conditions contained in the PUBLIC Grant Program, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village.

- e. Comply with all permit conditions and directions and with all applicable Federal, State, County and Village laws and regulations.

6. Inspection, building, zoning and sign permit fees are not eligible to receive PUBLIC Grant program funds.

* * * * *



May 13, 2026

Village of Germantown
Village Board
N112 W17001 Mequon Road
P O Box 337
Germantown, WI 53022

Dear Sir,

The Germantown Historical Society is hereby requesting a grant and have enclosed the Application for the Public Grant Program. We would greatly appreciate this grant to cover our permit fees in the amount of \$946 for the construction of the addition to the rear of the Christ Church Museum of Local History located at W188 N12808 Fond du Lac Avenue.

The local office of the historical society is located at Dheinsville Historic Park in the Wolf Haus Museum. Our mailing address is P O Box 31, Germantown, WI 53022. The mission of the historical society is the collection and preservation of artifacts and the legacy of the early citizens of Germantown Township since the 1840s and to educate the visitors of today and into the future.

The Germantown Historical Society is a non-profit educational organization, and I have enclosed our Federal Certificate showing our non-profit status. Per your request, I have also enclosed our Articles of Incorporation for your records.

We are reconstructing the rear entry of Christ Church with donated logs from an 1840's log cabin from Donges Bay Road in Germantown. This log cabin was built by early settlers who emigrated to our area. We will be displaying many of the donated artifacts from this time period in a structure showing the early log construction dating back 180 years. Since this addition will be slightly larger, we also will be able to improve our wheelchair access making it easier for our disabled visitors.

May 14, 2026

We do not have one event or gathering, but our Museum benefits the community on a regular basis. We host Oktoberfest at the end of September, where we have the Museums open for visitors all weekend. We also take many tour groups through the Museum during the year. During Oktoberfest there are many hundreds of people enjoying the history of Germantown. We explain to the visitors about the trip over to Wisconsin from Germany and what life was like once they arrived at the Dheinsville crossroad village.

Our projected expenses for this construction will total around \$100,000 of which we have a substantial donation to cover the majority of the costs. We are requesting the grant to cover the cost of the permit fees in the amount of \$946 which we paid April 22, 2026. I have enclosed a copy of the permit issued by the Germantown Building Inspection Department.

The Village of Germantown receives a Certificate of Insurance from our insurance company on an annual basis but if you require an additional COI copy for this grant, please advise.

I believe that I have covered all of the required documentation for submission of this Application for Public Grant Program. If you need further paperwork, please do not hesitate to contact me. We will be available to meet with you to respond to any questions.

Thank you for your consideration.

Sincerely,



Susan Dix, Treasurer
Germantown Historical Society
262 853 2029

**VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM**

RECEIVED

MAY 14 2026

Application Date: May 14, 2026

**MUST SUBMIT MINIMUM 20 DAYS PRIOR TO FIRST EVENT
ONLY COMPLETED APPLICATIONS WILL BE ACCEPTED**

VILLAGE OF GERMANTOWN
CLERK'S OFFICE

Organization/Group Name: Germantown Historical Society Inc
Address: P O Box 31, Germantown, WI 53022
Phone: Jim Dix President 262 853 1953

Applicant Name: Susan Dix, Treasurer
Address: P O Box 31
Phone: 262 853 2029
Email: germantownhistoricalsociety@gmail.com

Organization/Group's Purpose or Mission Statement: The mission of the GHS is collecting and preserving the artifacts and legacy of the citizens of Germantown Township since the 1840s and educating the visitors of today and the future.

EVENT #1:

Date(s) and Time(s) of Event: Community Project, construction summer of 2026

Location of Event: Log construction restoring the rear entry of Christ Church Museum

Event Description: Christ Church is on the National Register of Historic Places and we are restoring the rear entry with an 1840's log structure

Estimated Attendance: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

Building Permit #B00137 Amount \$946.29

Electrical Permit not applied for yet.

No HVAC or Plumbing permits required.

How will the event(s) benefit the Village of Germantown? The new log structure on the rear of Christ Church will become a part of the Museum of Local History and will house many artifacts from immigrants in the Germantown area donated over the years. This addition will show how log structures were put together by the early settlers. The addition will also make the site more easily accessible for wheel chair traffic.

EVENT #2:

Date(s) and Time(s) of Event: N/A

Location of Event: _____

Event Description: _____

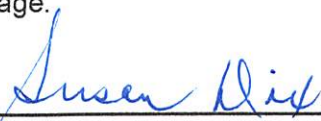
Estimated Attendance: _____

Permits, Licenses & User fee(s) requested for waiver: (list every permit, license and user permit separately along with fee(s) for each and attach application for each) _____

How will the event(s) benefit the Village of Germantown? _____

Germantown Historical Society Inc. organization or individual shall hold harmless, defend and indemnify the Village of Germantown and its officers, agents, officials, employees and volunteers from and against any and all liability, loss damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the organization's or individual's performance or work related to the event(s) or gathering(s) which are the subject of the grant award or any failure to comply with any obligations or conditions contained in the Public Grant Program, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village.

Date: May 14, 2026


Applicant Signature

Susan Dix
Applicant Printed Name

SUBMITTED APPLICATION MUST ALSO INCLUDE:

- ☒ A letter of intent addressed to the Village Board requesting the Grant.
Letter must include: Address of the local office/headquarters of the organization or address of an individual applicant; the organization's or the individual's purpose/mission statement; an organization's articles of incorporation or like certificate of existence and any statement or certification of the organization's non-profit status by the State or Federal government or a statement that no such certification exists; the location(s), date(s) and time(s) of the proposed event(s) and/or gathering(s); the purpose of the event(s) and/or gathering(s); and how the organization's or individual's program and event(s) and/or gathering(s) benefits the Germantown Community.
- ☒ A budget stating projected expenses, revenues and funding source(s) specific to the event(s) or gathering(s), which projects a break-even or profitable event(s) or gathering(s) when calculated using the Grant request. *(in letter)*
- ☒ Applications for/issued permits or licenses required for event.
- ☒ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance. **Must also name the Village of Germantown as additional insured.**

PLEASE RETURN TO: VILLAGE OF GERMANTOWN
CLERK'S DEPARTMENT
N112 W17001 MEQUON ROAD, P.O. BOX 337
GERMANTOWN, WI 53022-0337
Phone: 262-250-4745

* Not available June 1-15th to appear at Board for Questions.
OK to come July 6th

(Office use only)

Date received by Village Clerk: _____

Date to Village Board: _____ Approval by Village Board: (YES OR NO)

Verify which fee(s) listed on application were approved or note those which were not approved:

Notification to Departments of fees waived: _____
(List Dept. and Amount, date and initials of Clerk staff notifying them)

Request to Finance Department for reimbursement to Organization/Individual of fees granted:

Date submitted, initials of person submitting request & amount requested

Village of Germantown

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-346-4460
germantowninspections@safebuilt.com
Building Permit Application

2026

PERMIT NO:
B00137

☐ One & Two Family ☐ Multi-Family ☒ Commercial ☐ Agricultural

Project Address: <u>W188 N12808 Fond du Lac Avenue</u>		Date: <u>4-20-2026</u>	
Description of Work: <u>Restoration + addition to rear of Christ Church</u>		Size of Structure/Square Footage: <u>16' x 31' 496 sq ft</u>	Height: <u>7</u>
Zoning District: <u>Setbacks:</u>		Estimated Cost of Project: <u>\$95,000</u>	
Front _____ Rear _____ Side _____			
Owner: <u>Germantown Historical Society Inc</u>		Owner Phone: <u>Pres. Jim Dix 262-853-1953</u>	
Address: <u>P.O. Box 31</u>		Email: <u>ghsjdix@gmail.com</u>	
City/State/Zip: <u>Germantown, WI 53022</u>		Parcel ID: <u>GTNV-084989</u>	
Contractor: <u>MJK Enterprises</u>		Contractor # <u>WI License # 845592</u>	Qualifier # <u>EXP</u>
Address: <u>4627 N. State Road 49</u>		Contractor Phone: <u>715-340-8855</u>	
City/State/Zip: <u>Rosholt, WI 54473</u>		Email: <u>barn.guy@wi.rr.com</u>	

If applicable, you should contact your homeowner's association for any approval that may be required.

It is hereby agreed between the undersigned, as owner/agent and the Village of Germantown for and in consideration of the premises and of the permit to construct, erect, alter, or install and the occupancy of building as above described, to be issued and granted by the Village Building Inspector, that the work thereon will be done in strict compliance with the Ordinances of the Village of Germantown and to obey all and any lawful orders of the Village Building Inspector and the State Laws relating to the construction, alteration, repairs, removal and safety of buildings and other structures and permanent building equipment. I have received and read the cautionary statements and notices on the reverse side of this application form. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done. As provided under SPS 320.10(4), the Applicant agrees to receive email notification of inspection results at said email address provided herein.

Signature James Dix Print Name James Dix, President
Germantown Historical Society

REMARKS: - See below *

SEPARATE ELECTRICAL, PLUMBING AND HEATING PERMITS MAY BE REQUIRED
NOTE: TRIPLE FEES FOR WORK STARTED BEFORE OBTAINING A PERMIT

OFFICE USE ONLY	
Building/Remodeling	\$ <u>188.48</u>
Plan Review	\$ <u>317.35</u>
Occupancy Permit	\$ <u>211.52</u>
Erosion Control	\$ <u>108.80</u>
Building Subtotal	\$ <u>825.70</u>
Triple Fees	\$ _____
Bldg. Permit Fees (BLD)	\$ <u>825.70</u>
Zoning Fee (ZON)	\$ <u>✓</u>
Prop. Record Fee (APF)	\$ <u>116.36</u>
Technology Fee (TMF)	\$ <u>4.23</u>
TOTAL	\$ <u>946.29</u>

Permit Issued By [Signature]
Date 4-22-26

* The general contractor is Mike Krasinski. He has been working on log or barn structures for 30 years. The original logs will be placed together in the same pattern as taken apart. Additionally, threaded rod will extend through the logs and secured into the concrete base.



GERMHIS-01

SRAMIREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	CONTACT NAME: Mark Besting	
	PHONE (A/C, No, Ext): (262) 790-8574	FAX (A/C, No): (262) 717-9436
	E-MAIL ADDRESS: mbesting@robertsonryan.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GERMANTOWN MUTUAL INSURANCE COMPANY	14036
INSURED Germantown Historical Society PO Box 31 Germantown, WI 53022	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			1101885	5/1/2026	5/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			1101885	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4801224	5/1/2026	5/1/2027	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9003942	5/1/2026	5/1/2027	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Village of Germantown

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(# apart of letter)

DFI/CORP/38
RECORD
2022

United States of America
State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, Craig Heilman, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the record on file in the Corporation Section of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof and the whole of such record; and that I am the legal custodian of said record, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the official seal
of the Department.

A handwritten signature in black ink, appearing to read "Craig Heilman".

CRAIG HEILMAN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

A handwritten signature in black ink, appearing to read "Dawn Oashgar".

BY: Dawn Oashgar

DATE: 04/07/2023

COOS CHRONOLOGY SECRETARY OF STATE CHRIS 05/18/74 14:47:37
AND ONLY SCREEN CORP ID 6607349 OTHER REGISTRATION CO 09

NAME SEWANTON HISTORICAL SOCIETY, INC.

CORP TYPE 11

FMC MC EFF DATE SEQ TRAN FILED DATE ADDITIONAL DESCRIPTION

05/24/1974	001	INT	05/24/1974	
09/06/1977	001	AND	09/06/1977	
04/01/1990	010	IES	04/01/1990	
05/29/1990	001	ICS	05/29/1990	

178 NO MORE CHRONOLOGICAL DATA FOUND.

ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the
and s. 44.03 of the
Wisconsin statutes, WITHOUT STOCK AND NOT FOR PROFIT.

- Article 1. The name of the corporation is
GERMANTOWN HISTORICAL SOCIETY, Inc.
- Article 2. The period of existence shall be through March 30, 1979.
- Article 3. The purposes shall be exclusively educational and specifically shall be to collect and preserve records and physical objects relating to the history of Germantown, Wisconsin. To this end said corporation may establish and operate a local history museum, a local history library, and one or more historic sites either on its own or in cooperation with any other organization, agency, or municipality, or it may otherwise preserve, advance, and disseminate knowledge of the aforesaid locale in a manner prescribed in its by-laws and on regional and state-wide levels through membership in the Wisconsin Council for Local History and through affiliation with the State Historical Society of Wisconsin.
- Article 4. Location of the principal office in Wisconsin is Germantown Village Hall
(Include street & number, city, state and ZIP code) N122 W17177 Fond du Lac Ave.
Germantown, Wisc. 53022
- Article 5. Name of the initial registered agent is State Historical Society of Wisconsin.
- Article 6. Address of the initial registered agent is 816 State Street
(Include street & number, city, state and ZIP code) Madison, Wisconsin 53706.
- Article 7. These articles may be amended in the manner authorized by law at the time of amendment.

SPECIAL INSTRUCTION

PLEASE NOTE. The number of directors, or the manner in which that number is determined, must be established either in these articles of incorporation OR in the by-laws of the corporation. You may USE ONE of the following "Article 8" and CROSS OUT the one that is not used, or substitute wording of your choice.

~~Article 8. The number of
directors shall be _____
(Not less than three)~~

Article 8. The number of
directors shall be fixed by
by-law but shall be not less
than three.

Article 9. The names and addresses of the initial Board
of Directors are:
(Include Street & number, city, state
and ZIP Code)

Mrs. Sandy Puttkammer
N708 W18445 Lilac Lane

Mr. & Mrs. H. O. Reingruber
W162 N11634 Park Avenue

Mr. Joseph Schmitz
W156 N11683 Pilgrim Road

Mrs. Irene Blau
W148 N12297 Pleasant View Drive

Mr. and Mrs. Gerald Bauer
N120 W20131 Dalbrook Drive

German town, Wisconsin 53022

Article 10. (Membershi. provisions) shall be fixed by the bylaws.

Article 11. (Other provisions) Attached.

Article 11. Other provisions:

- a. The corporation shall be responsible to the State Historical Society of Wisconsin for the conduct of its operations and shall submit an annual report of its activities to the Society as required by law. This provision shall involve no legal liability on the part of the State Historical Society.
- b. The corporation shall adopt by-laws prescribed by the State Historical Society except that such by-laws may be adapted to unique or special characteristics of the corporation upon approval by the Society.
- c. The corporation shall not have or issue shares of stock and it shall pay no dividends or pecuniary profits whatever to its organizers or members. Furthermore, no substantial part of its activities will attempt to influence legislation by propaganda or otherwise.
- d. Disbursements by the corporation shall be made in such manner that at the end of each fiscal year of the corporation at least fifty-one per cent (51%) of all funds expended by the corporation since the date of its incorporation shall have been used in the State of Wisconsin for educational purposes.
- e. The corporation, through stipulations in its by-laws, shall protect its property, collections, and assets by providing for distribution of such property, collections and assets in the event of voluntary dissolution so as first to satisfy any liabilities and obligations with remaining assets to be distributed for exclusively educational purposes to one or more historical societies, libraries, museums, or educational institutions, state, county, town, or municipally operated or incorporated exclusively for educational purposes in accordance with the provisions of s. 181.51 and s. 44.03, Wisconsin Statutes, and section 501 (c) (3) of the Internal Revenue Code. In the event of involuntary dissolution title to such property, collections, and assets shall vest in the State Historical Society of Wisconsin in accordance with the provisions of s. 44.03 (3), Wisconsin Statutes. The corporation shall in further stipulations in its by-laws provide for the keeping of proper records for the protection of the interests of its donors and contributors.

.....
These articles of incorporation were approved by the Board of Curators of the State Historical Society of Wisconsin, meeting at MILWAUKEE,
on FEB. 23, 1974, as required by s. 44.03(1), Wisconsin Statutes.

James A. Smith President
J. M. Smith Director

This document was drafted by the State Historical Society of Wisconsin

(Revised, June 1969)

Article 12. The name and address of incorporator (or incorporators) are:

NAME

ADDRESS

(street & number, city, state and ZIP Code)

Howard C. Ringgruber

W162 N11634 Park Ave., Germantown, Wis. 53022

Mrs. R. Pultkammer

N108 W18445 Lilac Lane, Germantown, Wis. 53022

Mrs. P. J. Blau, Jr.

W143 N12297 Pleasant View Drive, Germantown,
Wis. 53022

Executed in duplicate on the 2nd day of

April

19 74

All incorporators
SIGN HERE

Howard C. Ringgruber
Mrs. R. Pultkammer
Mrs. P. J. Blau, Jr.

STATE OF WISCONSIN

County of

Personally came before me this 2nd day of April A.D. 19 74

the above named Howard C. Ringgruber, Mrs. R. Pultkammer,
and Mrs. P. J. Blau, Jr.

to me known to be the person who executed the foregoing instrument, and acknowledged the same.

James R. Parnell
Notary Public

My Commission expires 6/16/74

Notarial
Seal

This document was drafted by

The State Historical Society of Wisconsin.

(Name of Person)

Please print or type

See Instruction M

READ THE INSTRUCTIONS ON THE REVERSE SIDE
AND PLEASE FILL OUT THE RETURN ADDRESS BOX

ARTICLES OF INCORPORATION (Non-stock)

- No Fee on
Wis. Stats. 44.03 -

STATE OF WISCONSIN
DEPARTMENT OF STATE

FILED

MAY 24 1974

ROBERT C. ZIMMERMAN
SECRETARY OF STATE

Mail Returned Copy to:
(FILL IN NAME AND ADDRESS HERE)

William J. Schareck, Supervisor
Office of Local History
State Historical Society of Wisconsin
816 State Street
Madison, Wisconsin 53706

INSTRUCTIONS AND SUGGESTIONS

A. Prepare in **DUPLICATE ORIGINAL**. Furnish Secretary of State two identical copies of the articles of incorporation. (Mailing address: State Capitol, Madison, Wisconsin 53702.) One copy will be retained (filed) by Secretary of State and the other copy returned to you as you indicate in the box above. The copy that is returned **MUST BE RECORDED WITHIN 60 DAYS** with the Register of Deeds of the county in which the principal office of the corporation is located. Corporate existence commences when the articles are left for record at the Register of Deeds.

B. Have the **INCORPORATOR SIGN** before a Notary Public. The number of incorporators may be one or more, but all the incorporators listed in the articles must sign. Make sure that both of the copies have **ORIGINAL SIGNATURES**. Carbon copy, xerox, or rubber stamp signatures are not acceptable.

C. Notary Public must **SIGN AND AFFIX SEAL** on both copies of the articles, and complete his statement in the area provided. (Make sure that original signatures and seal impressions appear on both copies.)

D. ~~SEND THE FILING FEE of \$24 with the articles. Your cancelled check to your receipt.~~ No fees shall be charged in accordance with s. 44.03 of the Wisconsin Statutes.

E. Article 1. The name must contain "Corporation", "Incorporated", or "Limited", or the abbreviation of one of those words.

F. Article 2. Insert "perpetual" or set any limitation desired.

G. Article 3. May show definite purposes or may use language to the effect that the corporation may engage in any lawful activities authorized by Chapter 181. (The statute expressly states that it is **NOT** necessary to enumerate the powers.)

H. Article 4. Give complete address of the corporation's principal office in Wisconsin, including city, town or village, and street and number, if any, and ZIP code.

I. Articles 5 & 6. The corporation must have a registered agent in Wisconsin. Be sure and show a complete address for the registered agent, including street and number, city and zip code.

K. Article 10. This article must set forth the method of accepting and discharging members, any denial or restriction of voting rights, and any classification of members (including distinguishing features of each class) OR the specification that the by-laws cover these matters.

If the corporation is to have no members, Article 10 must so state. In this instance, the manner of election or appointment of directors must be set forth OR the specification that the by-laws cover these matters.

L. Article 11. Provides space for the insertion of any other provisions which may be desired.

M. Section 14.38(14) Wisconsin Statutes provides that this document shall not be recorded unless the name of the person (individual) who, or the governmental agency which, drafted it is printed, typewritten, stamped or written thereon in a legible manner. The statement appearing on page 3 of this form, if completed, complies with this provision. Be sure it is completed on each of the copies.

N. Corporations that expect to apply to Internal Revenue Service for **TAX EXEMPT STATUS** are advised to consult that agency before preparing the articles of incorporation. Particular language and specifications must be included in the articles of incorporation in order to meet federal tax code requirements.

OFFICE OF
REGISTER OF DEEDS

The undersigned, as Register of Deeds of

(COUNTY) Washington

County, Wisconsin, certifies that on

(DATE) June 21, 1974

there was received and accepted for record in my office, an instrument bearing the certificate of the Secretary of State of Wisconsin, and described as

(☒) Articles of Incorporation () Amendment to Articles of Incorporation () Statement of Intent to Dissolve
() Articles of Dissolution () Articles of Merger () Time reservation
() Articles of Consolidation () Restated Articles () Change of Registered Office and/or Agent OF
GERMANTOWN HISTORICAL SOCIETY, INC.

(SEAL) Witness my hand and official seal on

June 21, 1974 (DATE)

Form 14&15-1971

REGISTER OF DEEDS

United States of America

State of Wisconsin

Department of State

To All to Whom These Presents Shall Come:

This undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that on
May 24, 1974 Articles of Incorporation were filed in my office under the provisions
of Chapter 181 of the Wisconsin Statutes, for the following corporation formed

WITHOUT STOCK AND NOT FOR PROFIT:

Name: **GERMANTOWN HISTORICAL SOCIETY, INC.**

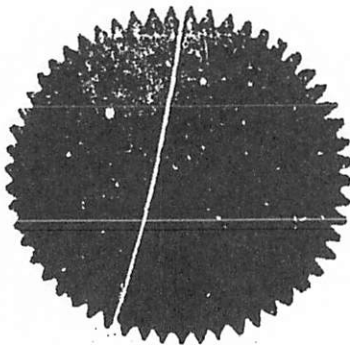
Principal Office: **Germantown Village Hall, N122 W17177 Fond du Lac Ave.,
Germantown, Wisconsin 53022**

Purposes for which organized: **exclusively educational and specifically shall
be to collect and preserve records and physical objects relating
to the history of Germantown, Wisconsin...**

I further certify that a certificate has been filed in my office to the effect that a duplicate of said Articles,
bearing my certificate, was recorded in the office of the Register of Deeds of **Washington**
County, Wisconsin, on **June 21, 1974**

THEREFORE, The State of Wisconsin does hereby grant unto the said corporation the powers and privileges
conferred by the Wisconsin Statutes for the purposes stated and in accordance with said Articles.

In Witness Whereof, I have hereunto set my hand
and affixed my official seal, at the Capitol, in the
City of Madison, on **June 26, 1974**



Robert C. Zimmerman
ROBERT C. ZIMMERMAN
Secretary of State

SEE REVERSE FOR MORE INFORMATION

Resolved, That

Article 2 of the Articles of Incorporation of this corporation shall be amended to read as follows:

"The period of existence shall be perpetual."

The undersigned officers of the GERMANIC HISTORICAL SOCIETY, INC.

(Use correct and complete corporate name)

1. The foregoing amendment of the articles of incorporation of said corporation was adopted by the members on the 28th day of April, 1977, by the following vote:

Number of Member,
having voting right

Number present in
person or by proxy

For

Number voting

Against

110

110

110

0

~~Attest:~~

This amendment was approved by the Board of Curators of the State Historical Society of Wisconsin meeting at Cable, Wisconsin on June 23, 1977 as required by s. 44.05 of the Wisconsin Statutes.

William H. Haffner President
Richard H. Haffner Director

Executed in duplicate and seal (if any) affixed this Twentieth day of July, 1977

(Affix seal or state that there is none)

James M. Blair President
Ellen L. Haffner Secretary

This document was drafted by

State Historical Society of Wisconsin

(Name)

Printed name & title

NONE

AMENDMENT - NONSTOCK

*CITIZENSHIP PERIOD
OF EXISTENCE*

WASHINGTON
STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED

SEP 06 1971

DOUGLAS LAFOLLETTE
SECRETARY OF STATE

NO REC
Mail Returned Copy to:
(FILL IN THE NAME AND ADDRESS HERE)

William J. Schereck
Office of Local History
State Historical Society
816 State Street
Madison, Wisconsin 53706

INSTRUCTIONS

1. AMENDMENT AT MEETING OF MEMBERS. An amendment of articles can be adopted at a meeting of the members having voting rights. The vote necessary is two-thirds of those present. Item 1 is for showing such vote.

2. AMENDMENT BY WRITTEN CONSENT. An amendment can be adopted without a meeting. This is done by ALL members having voting rights signing a written consent to the proposed amendment. When this method is used, strike out Item 1, and insert in Item 2 a statement that "The foregoing amendment was adopted by written consent signed by all of the members having voting rights."

3. AMENDMENT BY DIRECTORS. Directors can adopt an amendment of articles if the corporation is one whose articles of incorporation provide that the corporation shall have no members or is one which has no members having voting rights. The vote necessary is a majority of the directors in office.

When this method of amendment is used, strike out Item 1 of this form and insert in Item 2 a statement that the corporation has no members or is one having no members with voting rights (whichever the case may be) and that the amendment was adopted by vote of a majority of the directors in office, showing also the date of the directors' meeting.

VOTING RIGHTS DEFINED: The right of the members, or any class or class of members, to vote may be limited, enlarged or denied to the extent specified in the articles of incorporation, or in the by-laws if the articles so provide. Unless so limited, enlarged or denied, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote of members. Sec. 181.16, Stats.

4. Execute and submit in duplicate original. Furnish Secretary of State with two identical copies of the document. One copy will be retained (filed) by Secretary of State and the other copy returned as you indicate in the space above. The copy that is returned must be recorded with the Register of Deeds of the county in which the principal office of the corporation is located.

5. Affix corporate seal. Make sure that each of the copies of this document has an impression of the corporate seal. If the corporation does not have a seal, write or type "NO SEAL" on each of the copies.

6. Have the President and Secretary of the corporation sign. A Vice-President may sign in lieu of the President, and an Assistant Secretary may sign in lieu of the Secretary. One person may not sign as both officers. Make sure that each of the copies has original signatures - carbon copy, xerox, or rubber stamp signatures are not acceptable.

7. Send the filing fee of \$10 with the document. Make check or money order payable to SECRETARY OF STATE. Your cancelled check is your receipt. No fee shall be charged in accordance with Sec. 44.03, Wis Statutes.

Q 7549 RE OFFICE OF
REGISTER OF DEEDS

The undersigned, as Register of Deeds of
(COUNTY) Washington

County, Wisconsin, certifies that on
(DATE) Sept. 9, 1977

there was received and accepted for record in my office, an instrument bearing the certificate of the Secretary of
State of Wisconsin, and described as

() Articles of Incorporation (X) Amendment to Articles of Incorporation () Statement of Intent to Dissolve
() Articles of Dissolution () Articles of Merger () Name reservation
() Articles of Consolidation () Restated Articles () Change of Registered Office and/or Agent OF

GERMANTOWN HISTORICAL SOCIETY, INC.

(SEAL) Witness my hand and official seal on Sept. 9, 1977 (DATE)

Form 14415-1971

REGISTER OF DEEDS

(Apert of letter)

FORM 55-A
(3-69)
PART 4

NOTICE OF EMPLOYER
IDENTIFICATION NUMBER

Please make a separate
record of this number for
use in case this notice
should be lost or destroyed.

23-7430221

GERMANTOWN HISTORICAL SOCIETY, Inc.

Germantown Village Hall, N122 W17177 Fond du Lac Ave.

Germantown, Wisconsin

53022

Washington

The Identification Number shown above will be used by the Internal Revenue Service to identify your Federal tax returns, and other documents, i.e., 1120, 940, 941, etc., and your payments of the taxes reported on such returns. Your Identification Number should be shown on such returns, documents, and on any related forms or correspondence.

NON-PROFIT ORGANIZATION
IDENTIFICATION NUMBER

Address any reply to: Federal Building and U. S. Court House, 316 North Robert Street, St. Paul, Minnesota 55101

Department of the Treasury

District Director

Internal Revenue Service

Date:

April 7, 1975

In reply refer to Mrs. Gaiownik
612-725-7344
StP:EO:75-410 MAG:srg



Germantown Historical Society, Inc.
Germantown Village Hall
N122 W17177 Fond du Lac Avenue
Germantown, Wisconsin 53022

Gentlemen:

Accounting Period Ending: August 31

Form 990 Required: ☒ Yes ☐ No

Advance Ruling Period Ends: August 31, 1976

Based on the information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization of the type described in section 509(a)(2).

Accordingly, you will be treated as a public charity.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 20, 2026

PLACEMENT: Action Item

ITEM TITLE: Request to Update Master Signers on the Village's US Bank account (ACTION)

SUBMITTED BY: Matt Trebatoski, Village Administrator

SUMMARY EXPLANATION:

With the departure of interim staff in Finance and Administration, the Master Signers on the Village's US Bank account must be updated to the new Finance Director Lisa Davis and new Village Administrator Matt Trebatoski. This will authorize them on behalf of the Village to transact any and all other depository and investment business with and through US Bank. They will also designate the account signers (who signs the checks) as well as Treasury Management signers (wire transfers, access to Single Point). The check signers will stay as the Finance Director, Village Clerk, and Village Board President. The Treasury management signers will remain the Finance Director, Accountant and Payroll.

ATTACHMENT:

STAFF RECOMMENDATION:

Motion to approve as presented to appoint Finance Director Lisa Davis and Village Administrator Matt Trebatoski as the master signers on the Village US Bank accounts.

ACTION BY COMMITTEE:

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: July 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Resolution Adopting the 2025 Compliance Maintenance Annual Report
(CMAR)(WDNR)

SUBMITTED BY: Travis Broughton – Wastewater Superintendent
Tim Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

I am presenting for your review the 2025 CMAR (Compliance Maintenance Annual Report). This requirement went into effect on January 1, 2006, as part of the renewal of our WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit under the authority of Chapter 283, Wisconsin Statutes and the requirements of ch. NR 208 Wisconsin Administrative Code. The report must be accepted by resolution by the governing body (Village Board) before submission to the Department of Natural Resources.

ATTACHMENT: ORDINANCE _____ RESOLUTION X OTHER X

RECOMMENDATION:

It is my recommendation to send forward to the Village Board the 2025 CMAR and adopt its results by resolution of the full Village Board.

COMMITTEE ACTION:

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

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 2025

Financial Management

1. Provider of Financial Information

Name:

Tim Zimmerman

Telephone:

2622537765

(XXX) XXX-XXXX

E-Mail Address
(optional):

tzimmerman@germantownwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2025

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2025

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 595,168.44

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

+

\$ 63,614.34

3.2.3 Adjusted January 1st Beginning Balance

\$ 658,782.78

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 0.00

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 2025

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 658,782.78

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

None

3.3 What amount should be in your Replacement Fund?

\$ 125,000.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer extension Village of Richfield	\$9,000,000	2029
2	Parallel force main Old Farm, Pump and electrical upgrades old farm. Parallel Force main pump and generator upgrade main St	\$14,000,000	2027
3	Sewer relay Kuhn's pleasant View subdivision to include PP I/I contribution	\$2,300,000	2028

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 7

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 **2025**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	55,612	
February	56,367	
March	59,290	
April	63,891	
May	59,520	
June	65,227	
July	52,776	
August	55,835	
September	72,986	
October	46,994	
November	44,574	
December	58,280	
Total	691,352	0
Average	57,613	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 2025

6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	
LED lighting change over is on-going. Equipment efficiency is being evaluated as part of major upgrades.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 2025

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

- ☒ Comply with the conditions of the WPDES permit
- ☒ Minimize the occurrence of preventable overflows
- ☒ Minimize the life cycle ownership costs of the collection system assets
- ☒ Improve or maintain the level of customer service
- ☒ Improve or maintain system reliability
- ☒ Reduce the potential threat to human health from sewer overflows
- ☒ Provide adequate capacity to convey peak flow
- ☒ Manage infiltration and inflow

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

August Flood created the need for an overflow we did not have adequate capacity to convey the peak flow during this event

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Chapter13 Municipal Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2022-01-03

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 **2025**

- ☒ Enforcement procedures for sewer use non-compliance
- ☒ Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training
- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐
- What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

<https://www.germantownwi.gov/DocumentCenter/View/74/Village-of-Germantown---Development-Handbook>

<https://www.germantownwi.gov/179/Standard-Specifications-Details>

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐
- Does your emergency response capability include:
- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures
- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐
- ☒ Special Studies Last Year (check only those that apply):
- ☐ Infiltration/Inflow (I/I) Analysis
- ☒ Sewer System Evaluation Survey (SSES)
- ☒ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☒ Others:

Multiple facilities plans for lift stations and entire system upgrades for future planning

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	21.07	% of system/year
Root removal	0	% of system/year
Flow monitoring	100	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	.009	% of system/year
Manhole inspections	18.43	% of system/year
Lift station O&M	210	# per L.S./year

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 **2025**

Manhole rehabilitation	.006	% of manholes rehabbed
Mainline rehabilitation	0	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	100	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

long term vacancy due to injury, difficult recruitments for qualified candidates,
Training of young operators contributed to the decline of O&M activities in 2025

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

44.52	Total actual amount of precipitation last year in inches
34.89	Annual average precipitation (for your location)
113.62	Miles of sanitary sewer
7	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
55	Number of basement backup occurrences
55	Number of complaints
3.027	Average daily flow in MGD (if available)
3.356	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.02	Sanitary sewer overflows (number/sewer mile/yr)
0.48	Basement backups (number/sewer mile)
0.48	Complaints (number/sewer mile)
1.1	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	8/10/2025 5:00:00 AM - 8/10/2025 5:05:00 PM	N116W17230 Main St.	Rain, Flooding	1,728,000
1	8/10/2025 8:51:00 AM - 8/10/2025 8:46:00 PM	W172N10591 Division Rd.	Rain, Flooding	1,248,000

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:

6/22/2026

2025

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

Major capital improvement to upgrade our two largest lift stations as their equipment is nearing end of life. Continuing inspectios and in house grouting

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

● Yes

○ No

If Yes, please describe:

august flood

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

● Yes

○ No

If Yes, please describe:

august flood overwhelmed the system

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Record rainfall in August otherwise pretty normal year

5.4 What is being done to address infiltration/inflow in your collection system?

Continuous inspection, increased effort on CCTV

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 2025

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Germantown Sewage Collection System

Last Updated: Reporting For:
6/22/2026 2025

Resolution or Owner's Statement

Name of Governing Body or Owner:	Germantown Village Board
Date of Resolution or Action Taken:	2026-07-20
Resolution Number:	
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):
Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

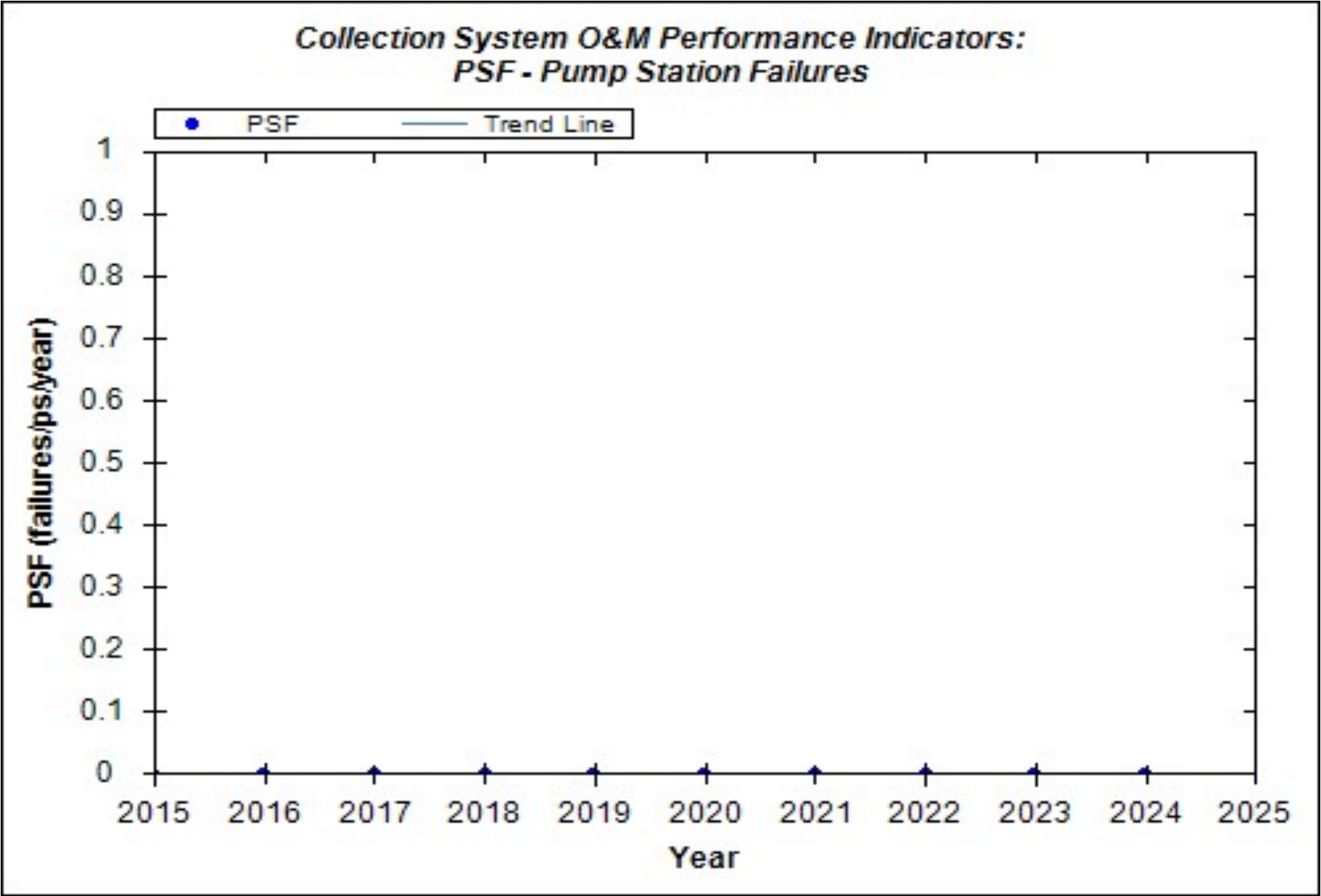
SSO's were caused by flooding of biblical proportion overwhelming the collection system. MMSD evaluated storm at a 1000-year re-occurrence interval

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00

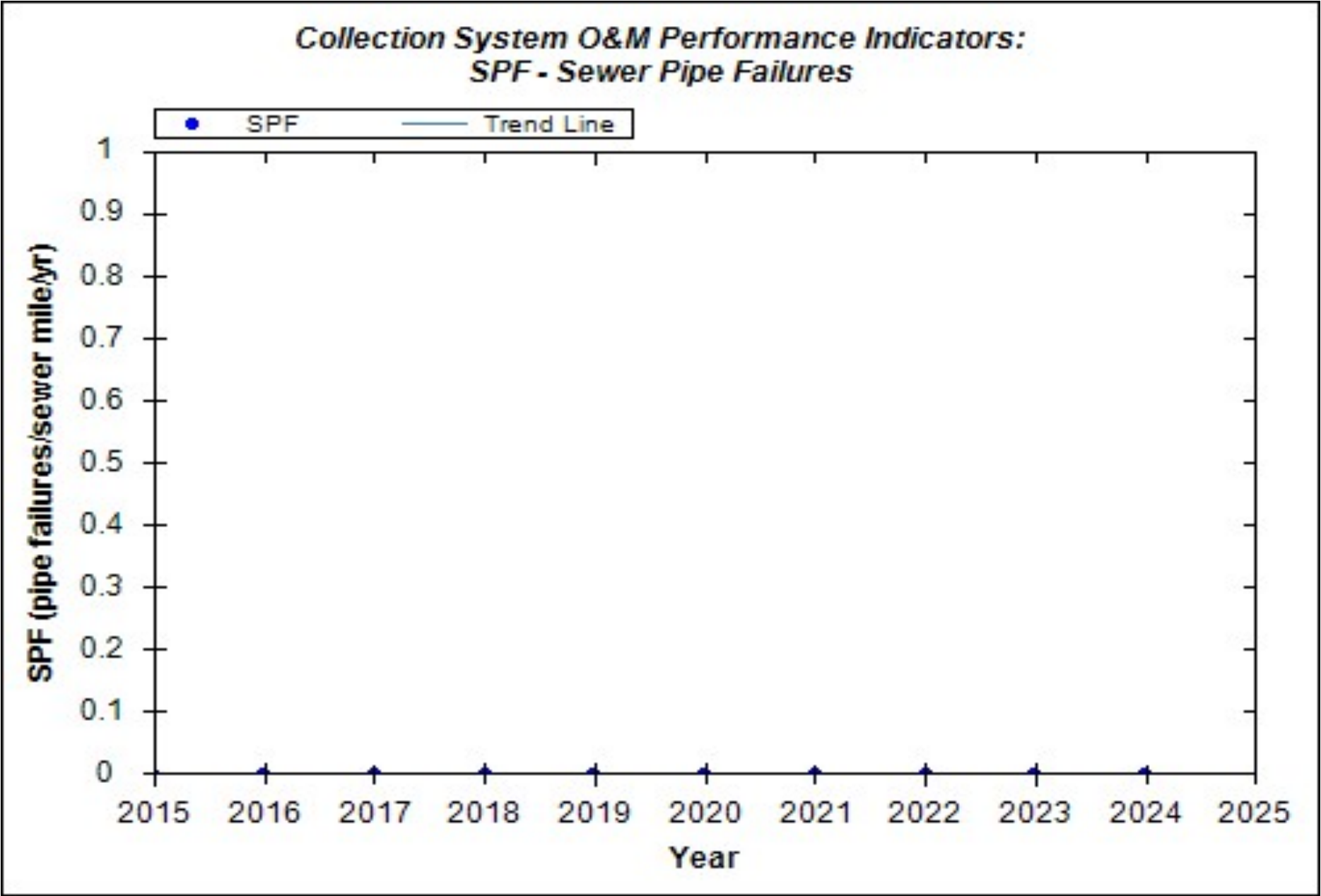
Germantown Sewage Collection System

Linear equation uses 2015 - 2025 CMAR data

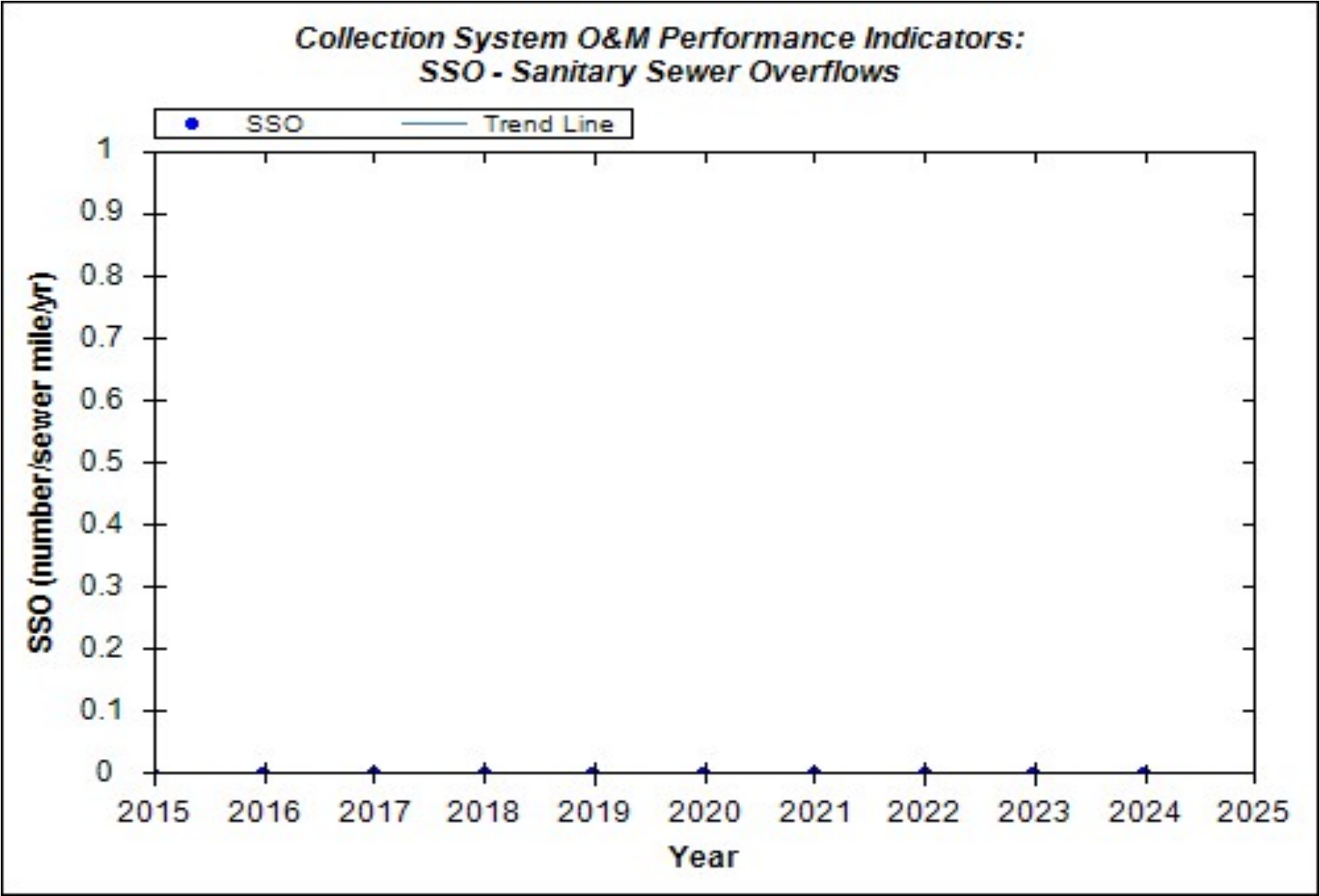
for Trend Line: PSF: $y = 0x + 0$



Germantown Sewage Collection System
Linear equation uses 2015 - 2025 CMAR data
for Trend Line: SPF: $y = 0x + 0$



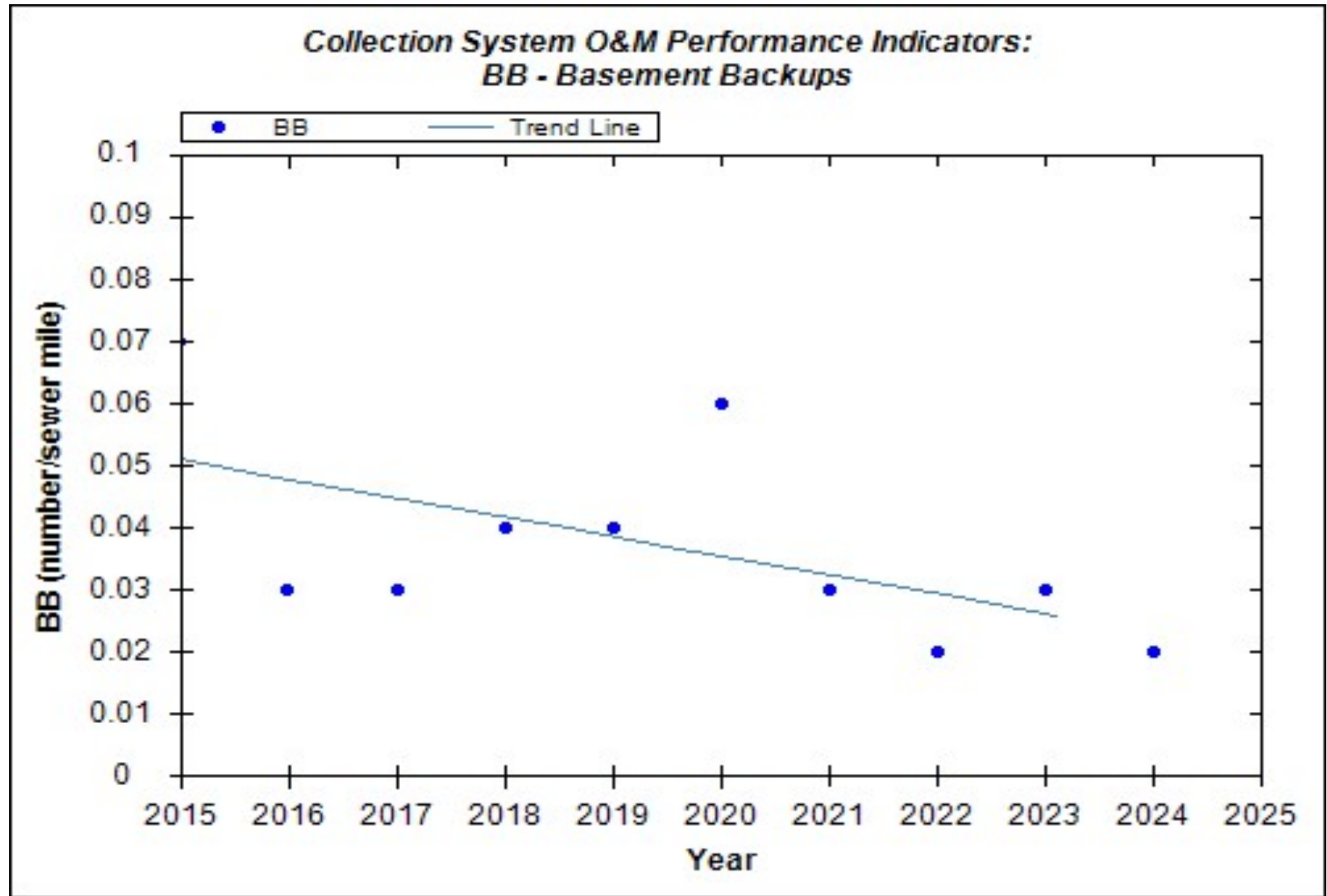
Germantown Sewage Collection System
Linear equation uses 2015 - 2025 CMAR data
for Trend Line: SSO: $y = 0x + 0$



Germantown Sewage Collection System

Linear equation uses 2015 - 2025 CMAR data

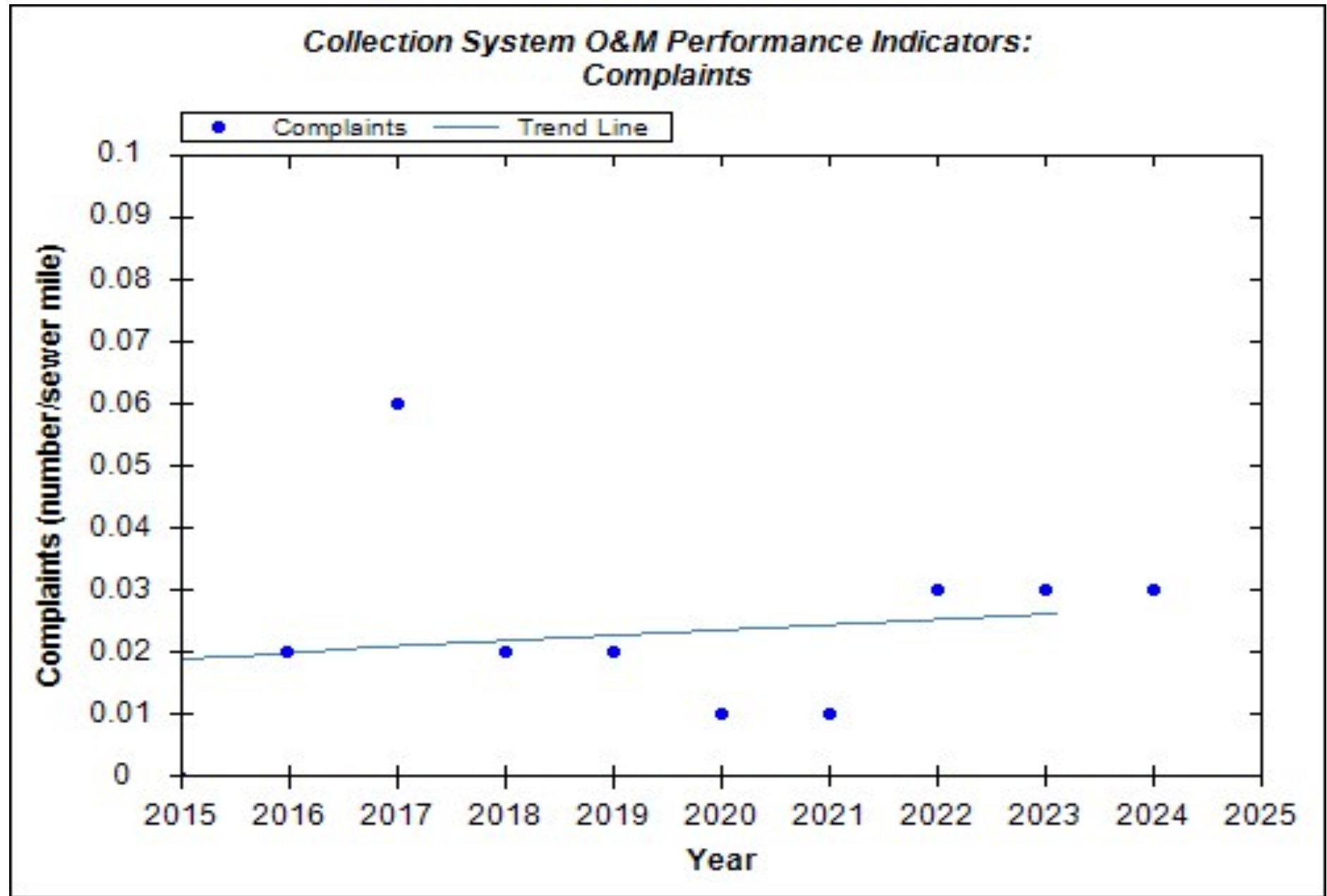
for Trend Line: BB: $y = -0.000008x + 0.41$



Germantown Sewage Collection System

Linear equation uses 2015 - 2025 CMAR data

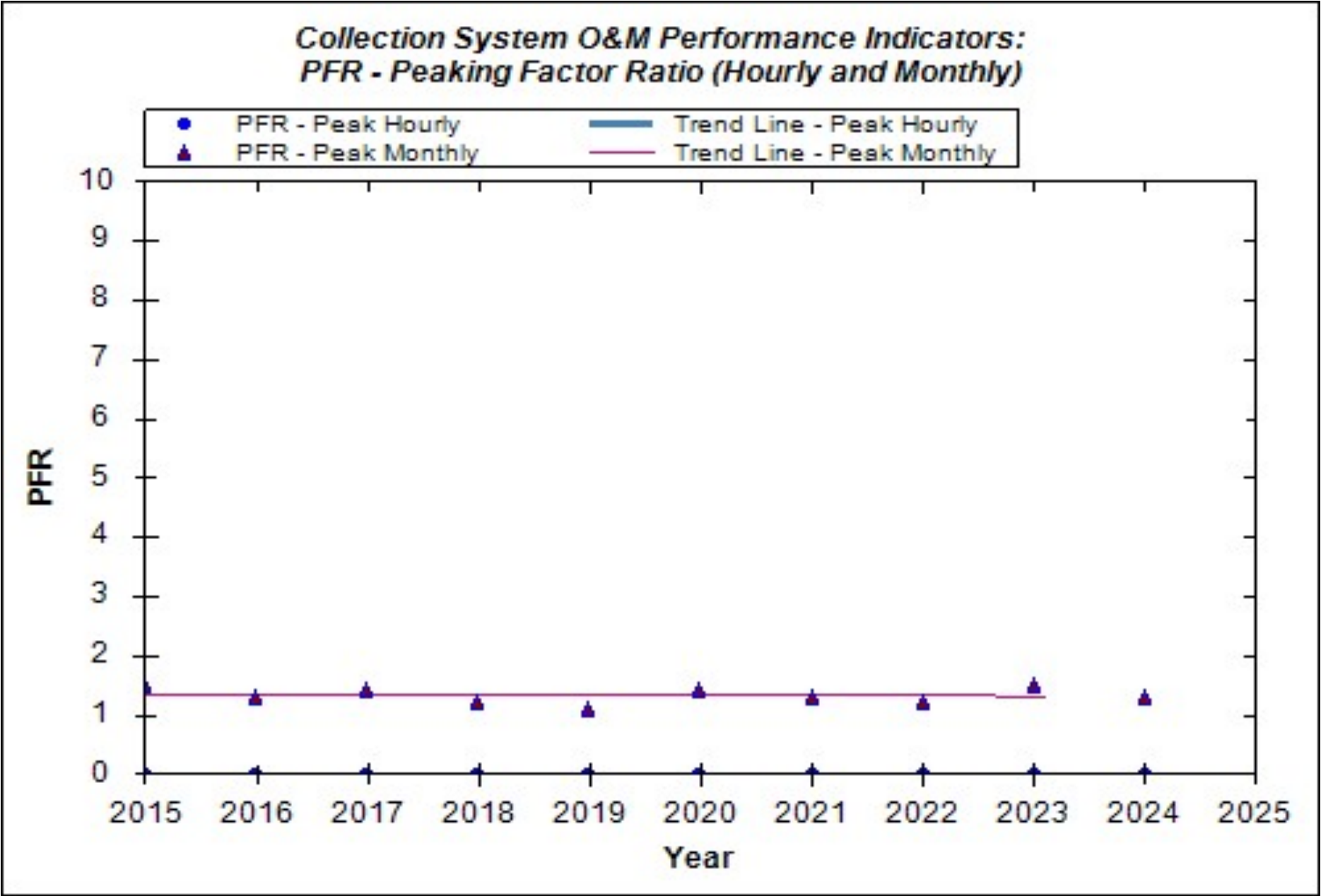
for Trend Line: Complaints: $y = 0.000002x - 0.09$



Germantown Sewage Collection System

Linear equations use 2015 - 2025 CMAR data

for Trend Lines: PFR - Peak Hourly: $y = 0x + 0$ PFR - Peak Monthly: $y = -0.000013x + 1.90$



RESOLUTION NO. 15-2026

A RESOLUTION ADOPTING THE 2025 WISCONSIN POLLUTION DISCHARGE
ELIMINATION SYSTEM COMPLIANCE MAINTANCE ANNUAL REPORT

WHEREAS, by the action taken in Resolution No. 15-2026, the Village is a participant in the Wisconsin Pollutant Discharge Elimination System (“WPDES”) program; and

WHEREAS, participants in the WPDES program are required to renew their General Permits issued under that program; and

WHEREAS, the permit renewal requires the Village to complete and submit a Compliance Maintenance Annual Report (“CMAR”); and

WHEREAS, the Village’s Public Works Committee reviewed the attached CMAR report and forwarded the same to the Village Board with a recommendation for adoption; and

WHEREAS, the Village Board having reviewed the same concurs with the recommendation of the Public Works Committee.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby adopt the attached Compliance Maintenance Annual Report; and

BE IT FURTHER RESOLVED that the Village Wastewater Superintendent is hereby directed and authorized to include the attached CMAR in the Village’s application for the renewal of its WPDES General Permit.

Adopted: 07/20/2026

Robert A Soderberg, Village President

ATTEST:

Donna Ott, Village Clerk

**BUSINESS OF THE PUBLIC WORKS COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Wednesday, July 8th, 2026.

AGENDA ITEM: New Business

ITEM TITLE: 2026 Gettysburg Drive School Zone Speed Limit

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

Nearly a decade ago, safety improvements were made along Roberts Drive, adjacent to Mac Arthur Elementary School. These improvements included speed limit reduction signage and painted roadway markings, which highlighted the school zone.

Staff recently received a residential request for similar safety improvements along Gettysburg Drive, which is adjacent to the school's south property line. The proposed improvements include: roadway painting enhancements to the crosswalk, "school crossing" verbiage at westbound Gettysburg, and speed reduction signage, highlighting 15-MPH when children are present.

Police and Public Works staff have reviewed the request. Both departments agree that the request would benefit children traveling to and from school in the vicinity.

This project is not specifically funded in the 2026 annual budget. The material cost to complete this work is estimated to be in the neighborhood of \$650.00. These funds can be allocated from the Highway Department general fund operating budget, with minimal impact.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Staff recommends the completing the outlined safety improvements along Gettysburg Drive, including the 15-MPH speed limit reduction in the area and to forward this request onto the Village Board with a positive recommendation. If approved, funds shall be allocated from the highway department operating account: 10562000-531370.

COMMITTEE ACTION:

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



School Zone Sign Placement

MacArthur
Elementary School

Fond du Lac Ave

Gettysburg Dr

Potomac Cir

Vicksburg

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: July 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Consideration of a change order to Vinton Construction Co. High Point
Pass Project Number 2504

SUBMITTED BY: Timothy K. Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

High Point Pass had the wrong street light poles in the bid document. Unfortunately, it was not discovered during final review. The street light poles meet Village spec for streetlights but not for hanging signals on them. The original 10' poles were received by the Village for inventory since they were non-returnable to the supplier. Vinton Construction sourced the correct 15' poles which would accommodate the signals and lighting at the intersection this resulted in additional cost of \$34,909.96 in cost.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__
CO Request and supporting documentation

RECOMMENDATION:

Staff requests the Public Works and Highways Committee recommend to the Village Board, payment of change order #11 in the amount not to exceed \$34,900.69 to Vinton Construction for the sourcing and installation of 4 light poles to meet the MUTCD standard heights for combination light poles. To be paid as part of Pay application #5. Village contract number 253169 Budget line Item 45-408440-542800 TID 8 Contracted Services.

COMMITTEE ACTION:

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

CHANGE ORDER NO. 11

Date of Issuance: 4/28/2026	Effective date: 9/16/2025
Project: High Point Pass Road Reconstruction	Owner's Contract No.: 2504
Contract:	Owner: Village of Germantown
Contractor: Vinton Construction Company	Date of Contract:
	Engineer's Project No.: 2245358/1255301

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

Description:

Signal Modifications									
CO 11.1	10 FT Standard Pole in Black to Village	4.0	EA	@	\$	492.00	=	\$	1,968.00
CO 11.2	Pedestal in Black for 10 FT Pole to Village	4.0	EA	@	\$	217.00	=	\$	868.00
CO 11.3	15 FT Standard Pole in Black Installed	4.0	EA	@	\$	953.00	=	\$	3,812.00
CO 11.4	Pedestal in Black for 15 FT Pole Installed	4.0	EA	@	\$	377.00	=	\$	1,508.00
CO 11.5	Remove Traffic Signal Standard Alum. 10-FT (Item 97)	-4.0	EA	@	\$	715.80	=	\$	(2,863.20)
CO 11.6	Remove Pedestal Bases (Item 93)	-4.0	EA	@	\$	294.55	=	\$	(1,178.20)
						Subtotal	=	\$	4,114.60
LSI Lighting									
CO 11.7	LSI Poles (Materials and Installation)	2.0	EA	@	\$	5,850.00	=	\$	11,700.00
CO 11.8	Complete Type 5 Aluminum Poles to Village	2.0	EA	@	\$	3,220.00	=	\$	6,440.00
CO 11.9	#6 AWG wire	6554	LF	@	\$	1.85	=	\$	12,124.90
CO 11.10	Remove Poles Type 5 Aluminum (Item 95)	-2.0	EA	@	\$	2,545.25	=	\$	(5,090.50)
CO 11.11	Remove Luminaire Arms Single Member 8' (Item 100)	-4.0	EA	@	\$	372.75	=	\$	(1,491.00)
CO 11.12	Remove Electrical Wire Lighting 12 AWG (Item 91)	-144.0	LF	@	\$	0.80	=	\$	(115.20)
CO 11.13	Remove Luminaire Streetworks (Item 106)	-4.0	EA	@	\$	263.50	=	\$	(1,054.00)
CO 11.14	Remove Transformer Breakaway 11-1/2" Bolt Cir. (94)	-2.0	EA	@	\$	660.25	=	\$	(1,320.50)
						Subtotal	=	\$	21,193.70
Supplemental Items									
CO 11.15	Soil Stabilization Fabric, Mirafi 600X or equal	1044.0	SY	@	\$	5.00	=	\$	5,220.00
CO 11.16	6-Inch Hydrant Barrel Extension	1.0	EA	@	\$	875.00	=	\$	875.00
						Subtotal	=	\$	6,095.00
CO 11.17	Prime Contractor 12% Markup (\$29,144.90*.12=\$3497.39)	1.0	LS	@	\$	3,497.39	=	\$	3,497.39
						TOTAL	=	\$	34,900.69

Reason for Change Order:

Per Village Development Handbook installation of LSI lighting for arterial roadways is preferred thus change. Plan had signals to be installed on light poles but logistically this will be difficult due to taper. thus 10 FT poles switched to 15 FT to allow for signal heads to be installed.

Supplemental items used during construction.

Attachments: (List documents supporting change) PDF mark up of signal plan and LSI lighting, Highway Light invoices and emails with acceptance

CHANGE IN CONTRACT PRICE:

Original Contract Price	
\$ 2,178,582.60	
[Increase]from previous approved Change Orders No. 1-10	
\$ 253,822.50	
Contract Price prior to this Change Order:	
\$ 2,432,405.10	
Increase of this Change Order:	
\$ 34,900.69	
Contract Price incorporating this Change Order:	
\$ 2,467,305.79	

CHANGE IN CONTRACT TIMES:

Original Contract Times:	
Substantial completion (days or date):	31-Aug-25
Final completion (days or date):	15-Oct-25
[Increase][Decrease] from previous Change Orders:	
No. to No. :	
Substantial Completion (days):	n/a
Final completion (days):	n/a
Contract Times prior to this Change Order:	
Substantial Completion (days or date):	31-Aug-25
Final completion (days or date):	15-Oct-25
[Increase][Decrease] this Change Order:	
Substantial completion (days or date):	n/a
Final completion (days):	n/a
Contract Times with all approved Change Orders:	
Substantial completion (days or date):	31-Aug-25
Final completion (days or date):	11-Nov-25

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:

Jennifer Stau
(Authorized Signature)
ENGINEER

By:

(Authorized Signature)
OWNER

By:

[Signature]
(Authorized Signature)
CONTRACTOR

Date:

4/28/2026

Date:

Date:

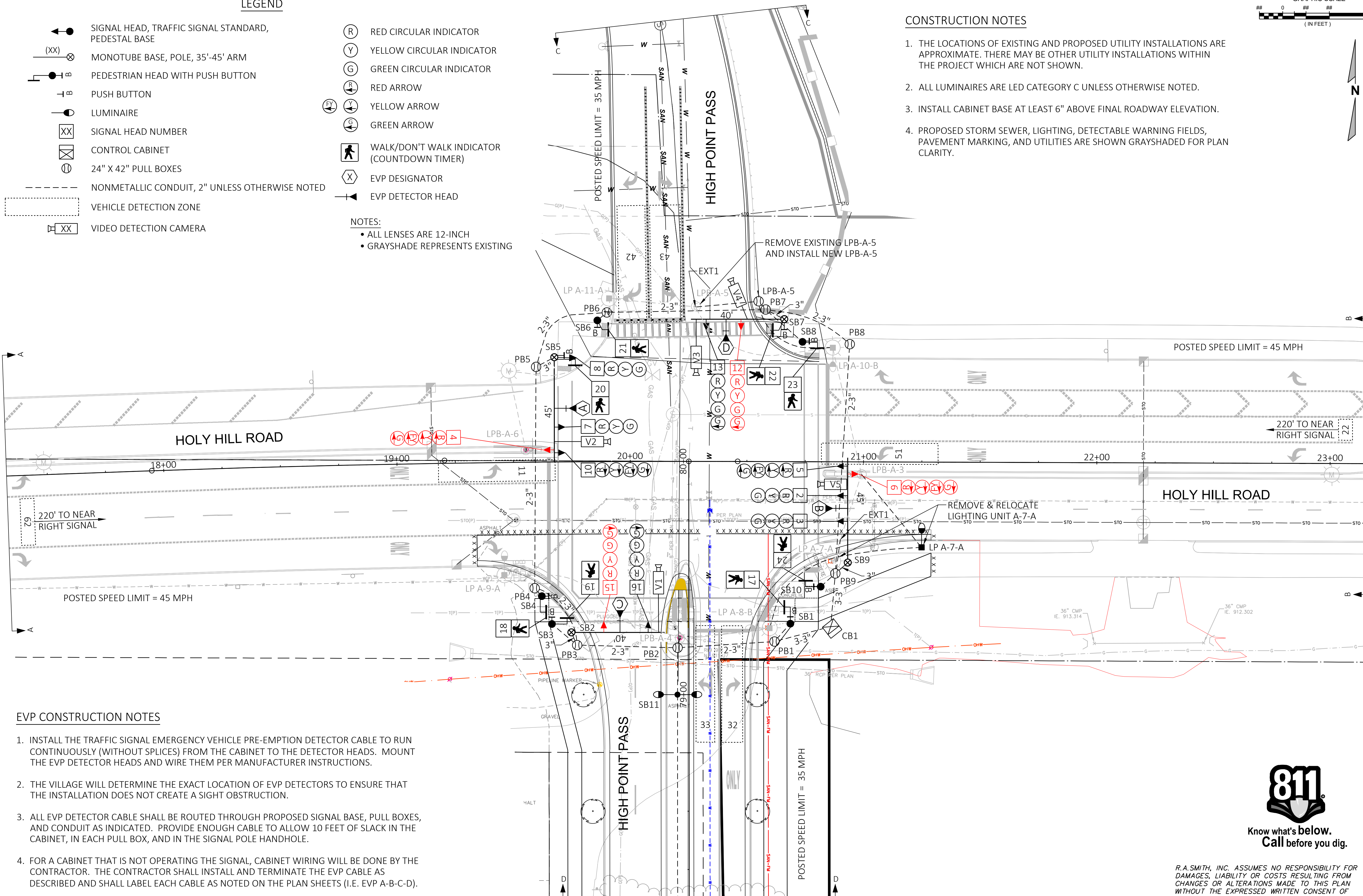
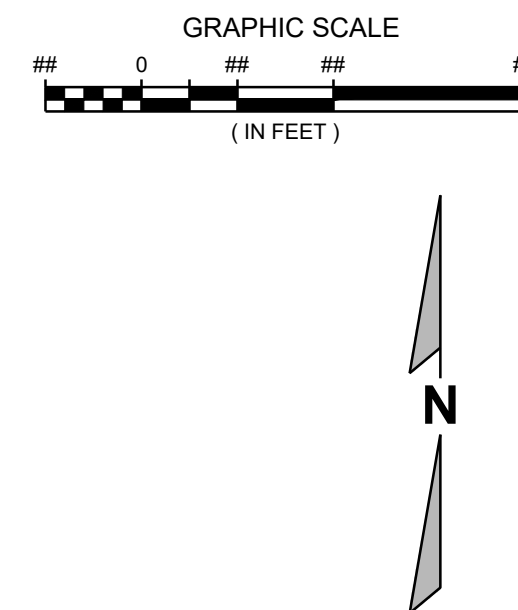
6-15-2026

	SIGNAL HEAD, TRAFFIC SIGNAL STANDARD, PEDESTAL BASE
	MONOTUBE BASE, POLE, 35'-45' ARM
	PEDESTRIAN HEAD WITH PUSH BUTTON
	PUSH BUTTON
	LUMINAIRE
	SIGNAL HEAD NUMBER
	CONTROL CABINET
	24" X 42" PULL BOXES
	NONMETALLIC CONDUIT, 2" UNLESS OTHERWISE NOTED
	VEHICLE DETECTION ZONE
	VIDEO DETECTION CAMERA

- | | |
|---|--|
|  | RED CIRCULAR INDICATOR |
|  | YELLOW CIRCULAR INDICATOR |
|  | GREEN CIRCULAR INDICATOR |
|  | RED ARROW |
|  | YELLOW ARROW |
|  | GREEN ARROW |
|  | WALK/DON'T WALK INDICATOR
(COUNTDOWN TIMER) |
|  | EVP DESIGNATOR |
|  | EVP DETECTOR HEAD |

- ALL LENSES ARE 12-INCH
- GRAYSHADE REPRESENTS EXISTING

1. THE LOCATIONS OF EXISTING AND PROPOSED UTILITY INSTALLATIONS ARE APPROXIMATE. THERE MAY BE OTHER UTILITY INSTALLATIONS WITHIN THE PROJECT WHICH ARE NOT SHOWN.
2. ALL LUMINAIRES ARE LED CATEGORY C UNLESS OTHERWISE NOTED.
3. INSTALL CABINET BASE AT LEAST 6" ABOVE FINAL ROADWAY ELEVATION.
4. PROPOSED STORM SEWER, LIGHTING, DETECTABLE WARNING FIELDS, PAVEMENT MARKING, AND UTILITIES ARE SHOWN GRAYSHADED FOR PLAN CLARITY.



1. INSTALL THE TRAFFIC SIGNAL EMERGENCY VEHICLE PRE-EMPTION DETECTOR CABLE TO RUN CONTINUOUSLY (WITHOUT SPLICES) FROM THE CABINET TO THE DETECTOR HEADS. MOUNT THE EVP DETECTOR HEADS AND WIRE THEM PER MANUFACTURER INSTRUCTIONS.
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3. ALL EVP DETECTOR CABLE SHALL BE ROUTED THROUGH PROPOSED SIGNAL BASE, PULL BOXES, AND CONDUIT AS INDICATED. PROVIDE ENOUGH CABLE TO ALLOW 10 FEET OF SLACK IN THE CABINET, IN EACH PULL BOX, AND IN THE SIGNAL POLE HANDHOLE.
4. FOR A CABINET THAT IS NOT OPERATING THE SIGNAL, CABINET WIRING WILL BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL INSTALL AND TERMINATE THE EVP CABLE AS DESCRIBED AND SHALL LABEL EACH CABLE AS NOTED ON THE PLAN SHEETS (I.E. EVP A-B-C-D).



Know what's below.
Call before you dig.

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[illegible]

Starr, Jennifer

From: Starr, Jennifer
Sent: Tuesday, September 16, 2025 6:54 AM
To: Grant Manion; Bruce Marr
Cc: Kevin Driscoll; Scott Anderson; Cimaglia, Liam; Greg Melcher
Subject: Pricing for electrical items- Highpoint
Attachments: high point standard change.pdf; 2024 Development Handbook FOR PUBLICATION 10-14-2024_202410151505080125.pdf

Grant and Bruce,
Please proceed with the attached 15' standard poles. The DPW will take possession of the 10' poles and can be coordinated with Scott.

In addition and per our on site meeting yesterday the 2 median street lights will be replaced with LSI lights, double arms and new luminaires. Below is a snip from the Village Handbook with LSI lighting information (also attached pg 92) and yes they would like the bronze (not black). The Village uses Graybar as a supplier and will have the appropriate information on file and also shop drawings. I believe you had a contact previously with the Autobahn luminaires.

Please provide the same as your attached with base price of light poles/arms/luminaires per plan and the LSI lighting. Also if you obtain shop drawings/submittals from Graybar please email to the group. Let me know if you have any questions.

Thanks,

5.4.2.2 Street Light Approved Materials:

5.4.2.2.1 Control Cabinet; Eagle Traffic Control Systems Model Size – M or sized to match project.

5.4.2.2.2 Concrete Pole by “Traditional Concrete, Inc Model #D715-SP-EA-3x4TO (use with Harp Lights)

5.4.2.2.3 Aluminum Pole by “hapco”. Drawing # B82525-001

5.4.2.2.4 Steel Round Light Pole by LSI; # 5RP-B5-S07G-28-S-BRZ-DGPGA

5.4.2.2.5 Harp Series Light Fixtures by “Holophane; 55w-4K-AS-3-B-5-A

5.4.2.2.6 Milwaukee Harp Light

5.4.2.2.7 Lights by TAPCO; Model MH100 w/LED 203-100525121421

5.4.2.2.8 Roadway Luminaire by Eaton; # OVH-E20-LED-E-U-T3-AP-U-K ARM A25410 or A69771

5.4.2.2.9 Area Luminaire by Eaton; # RDG-E02-LED-E-U-T3-BZ-U-7050 ARM A25410 or A69771

5.4.2.2.10 Mirada Medium LED Area Light by LSI; # MRMLD12LSIL3UNVDIM4070CRI-BRZ

5.4.2.2.11 Pole Mounting Bracket by LSI; BKSPQMHCLR

5.4.2.2.12 LED Bollard Light by Traditional Concrete, Inc; # D303-SP-EA-10 w/CAV6-LED Light Fixture

5.4.2.2.13 Casting Lid for CMP Junction Box by Neenah Foundry # R-5900-E (Electric Lid)

5.4.2.2.14 Enclosure Box-Polymer Concrete by Quazite; (12”x12”) #PC1212BA12; LID #PC1212CA0017 (w/electric logo)

Jennifer Starr, CISEC

Assistant Director of Construction Services



16745 West Bluemound Road, Brookfield, WI 53005-5938

direct: 262-901-2209

From: Grant Manion <gmanion@vintonwis.com>

Sent: Wednesday, September 10, 2025 1:35 PM

To: Starr, Jennifer <Jennifer.Starr@raSmith.com>

Subject: Pricing for electrical items- Highpoint

Hi Jenny,

Please see Bruce's response and pricing on the new poles by the intersection. Also we will be adding a standard 12% markup which would put us at \$9,134.72 for this. As soon as you get plans for the LSI lighting we can get back to you with that pricing.

Thanks,
Grant

From: Bruce Marr <bruce.marr@highwaylight.net>

Sent: Tuesday, September 9, 2025 12:39 PM

To: Grant Manion <gmanion@vintonwis.com>

Subject: Standard change order

Grant

I have attached the prices, I have charged just for the material on the 10 footers since they are special order they are non returnable, the city can store them if they want, they do us no good since they are black and it does not pay to stock too much material, because once it gets to 2 years old we cannot use it anymore. Stupid rule the state has.

I charged the same amount for installation, the increase for the ped bases is because they were 217 when we bid the project, now they are 300. Ped bases and T-base prices are only good for ten minutes I think with how fast they are going up, the factory quotes a two year lead time if you place an order so they can pretty much ask whatever they want. 4 years ago a t-base was 155 now they are quoting 600, in January it was 500.

Also these have an 8-9 week lead time from the time of acceptance, please let me know as soon as you can.

If you have questions please feel free to call.

The reason we have to order new peds is because once they are attached to the standard they are not removable, and they were attached when they sent them to the painter a few weeks ago.



Bruce Marr

Operations Manager

Phone: 920-261-9989

Mobile: 920-248-6579

Fax : 920-261-9904
Bruce.Marr@highwaylight.net

1532 Utah Street

Watertown Wi 53094

Starr, Jennifer

From: Kevin Driscoll <kdriscoll@Germantownwi.gov>
Sent: Wednesday, November 19, 2025 3:09 PM
To: Bruce Marr; Grant Manion
Cc: Starr, Jennifer; Scott Anderson
Subject: Re: LSI Lighting Update HPP

Grant,
Bruce confirmed the variance is consistent with Scott's comment, so please proceed with the order, so this work can get installed.

Kevin R. Driscoll, P.E.

Village Engineer
(262) 250-4724 - office
(414) 745-9999 - mobile

N112 W17001 Mequon Road
Germantown, WI 53022-0337

Village of



From: Bruce Marr <bruce.marr@highwaylight.net>
Sent: Tuesday, November 18, 2025 9:28 AM
To: Grant Manion <gmanion@vintonwis.com>
Cc: Kevin Driscoll <kdriscoll@Germantownwi.gov>; Starr, Jennifer <jennifer.starr@rasmith.com>
Subject: Re: LSI Lighting Update HPP

CAUTION: This email originated from outside the organization
Do not click links or open attachments unless you recognize the sender and know the content is safe

Grant
That is exactly what it means, the S is for single, the ones in the median have two arms.



Bruce Marr
Operations Manager

Phone: 920-261-9989
Mobile: 920-248-6579
Fax : 920-261-9904
Bruce.Marr@highwaylight.net

1532 Utah Street
Watertown Wi 53094

From: Grant Manion <gmanion@vintonwis.com>
Date: Monday, November 17, 2025 at 1:49 PM
To: Bruce Marr <bruce.marr@highwaylight.net>
Cc: Kevin Driscoll <kdriscoll@germantownwi.gov>, "Starr, Jennifer" <jennifer.starr@rasmith.com>
Subject: Fw: LSI Lighting Update HPP

Good Afternoon, Bruce,

The Village has looked over the submittals and has one comment below about the LSI lighting regarding the pole numbers.

Thanks, Grant

From: Kevin Driscoll <kdriscoll@Germantownwi.gov>
Sent: Monday, November 17, 2025 9:58 AM
To: Grant Manion <gmanion@vintonwis.com>
Cc: Starr, Jennifer <jennifer.starr@rasmith.com>
Subject: Fw: LSI Lighting Update HPP

See comment from the Highway Superintendent:

Submittal Part Number does not match the
[Village-of-Germantown---Development-Handbook](#)
5.4.2.2.4 Steel Round Light Pole by LSI; # 5RP-B5-S07G-28-S-BRZ-DGPG

Highway Superintendent checked the part numbers and all are a direct match, with the exception of the pole number. The pole number has differences as outlined below in red.
Clarify the basis for the difference, perhaps that this is due to a median application...?

Submittal number: 5RP-B5-S07G-28-DXX-BRZ-DGP
Our current number: 5RP-B3-S07G-28-S-BRZ-DGP

Kevin R. Driscoll, P.E.
Village Engineer
(262) 250-4724 - office
(414) 745-9999 - mobile

N112 W17001 Mequon Road
Germantown, WI 53022-0337

Village of



Germantown



Equal Opportunity Employer

9/9/25

High point pass road construction
Standard traffic pole change order

LINE #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	BID AMOUNT
1	10 ft standards in black	EA	4	\$ 492.00	\$ 1,968.00
2	ped base in black	EA	4	\$ 217.00	\$ 868.00
3	15 ft standards installed	EA	4	\$ 953.00	\$ 3,812.00
4	ped bases in black	EA	4	\$ 377.00	\$ 1,508.00
				\$	-
				\$	-
				\$	-
				\$	-

Lead time 8-9 weeks

TOTAL QUOTE \$ 8,156.00

THANK YOU FOR YOUR CONSIDERATION.
PLEASE CALL IF YOU HAVE QUESTIONS.
GREG MELCHER, PRESIDENT
CELL: 920-988-6791

Highway Light makes every effort to comply with completion dates. Due to the volatility of materials from "factories and suppliers", Highway Light will not be responsible for penalties or liquidated damages due to material related delays. If you have any questions please call 920-988-6791.

Equal Opportunity Employer

Landscape, Inc.

High point pass project wire and pole changes

TOTAL QUOTE \$ 18,141.85

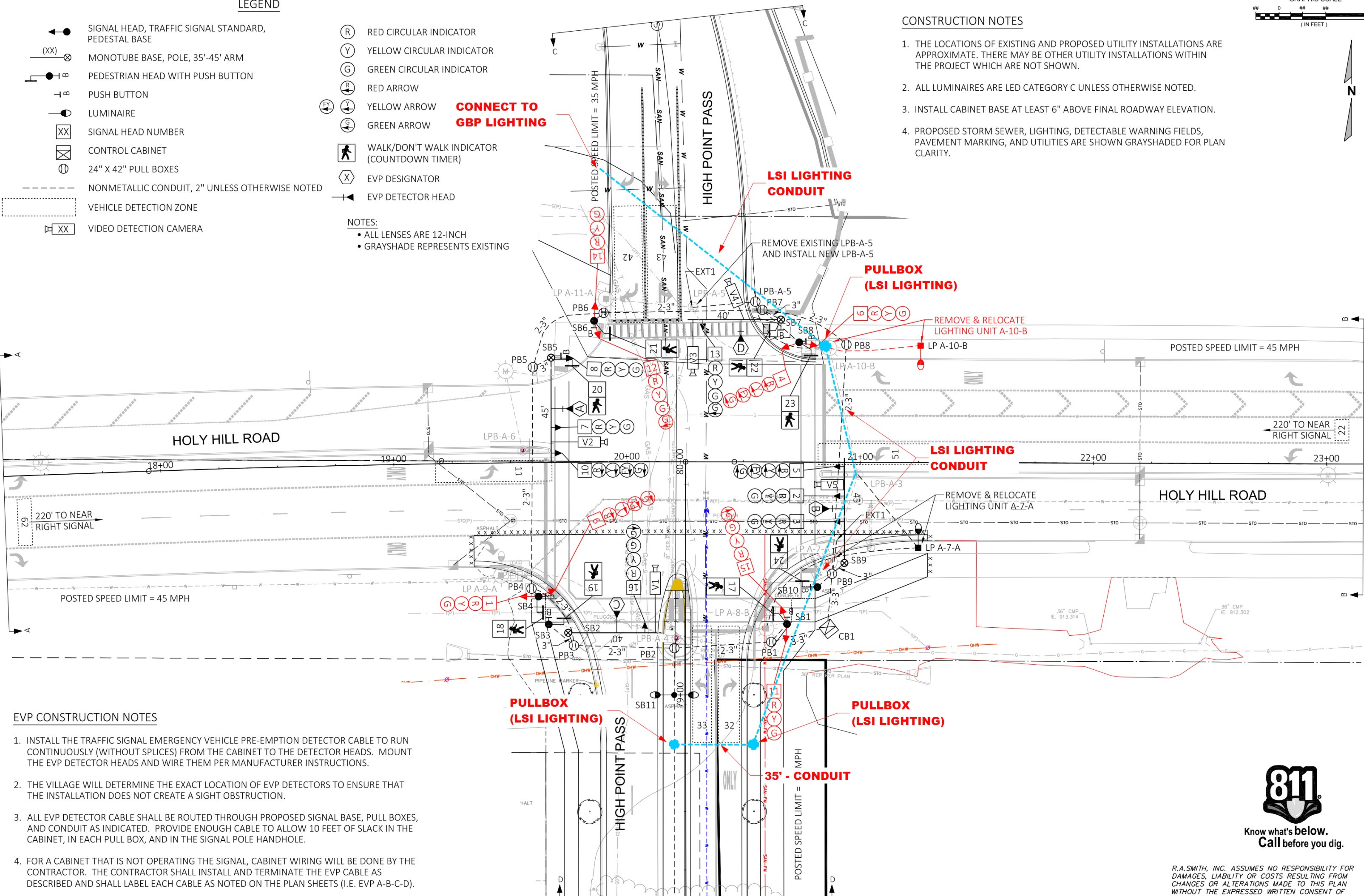
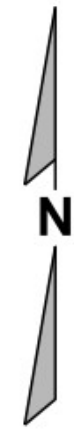
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	MONOTUBE BASE, POLE, 35'-45' ARM
	PEDESTRIAN HEAD WITH PUSH BUTTON
	PUSH BUTTON
	LUMINAIRE
	SIGNAL HEAD NUMBER
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	VIDEO DETECTION CAMERA

- | | | |
|---|--|----------------------------------|
|  | RED CIRCULAR INDICATOR | |
|  | YELLOW CIRCULAR INDICATOR | |
|  | GREEN CIRCULAR INDICATOR | |
|  | RED ARROW | |
|  | YELLOW ARROW | CONNECT TO
GBP LIGHTS |
|  | GREEN ARROW | |
|  | WALK/DON'T WALK INDICATOR
(COUNTDOWN TIMER) | |
|  | EVP DESIGNATOR | |
|  | EVP DETECTOR HEAD | |

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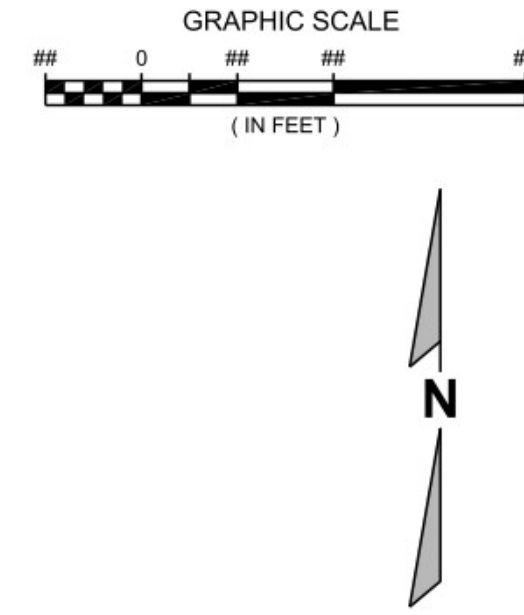
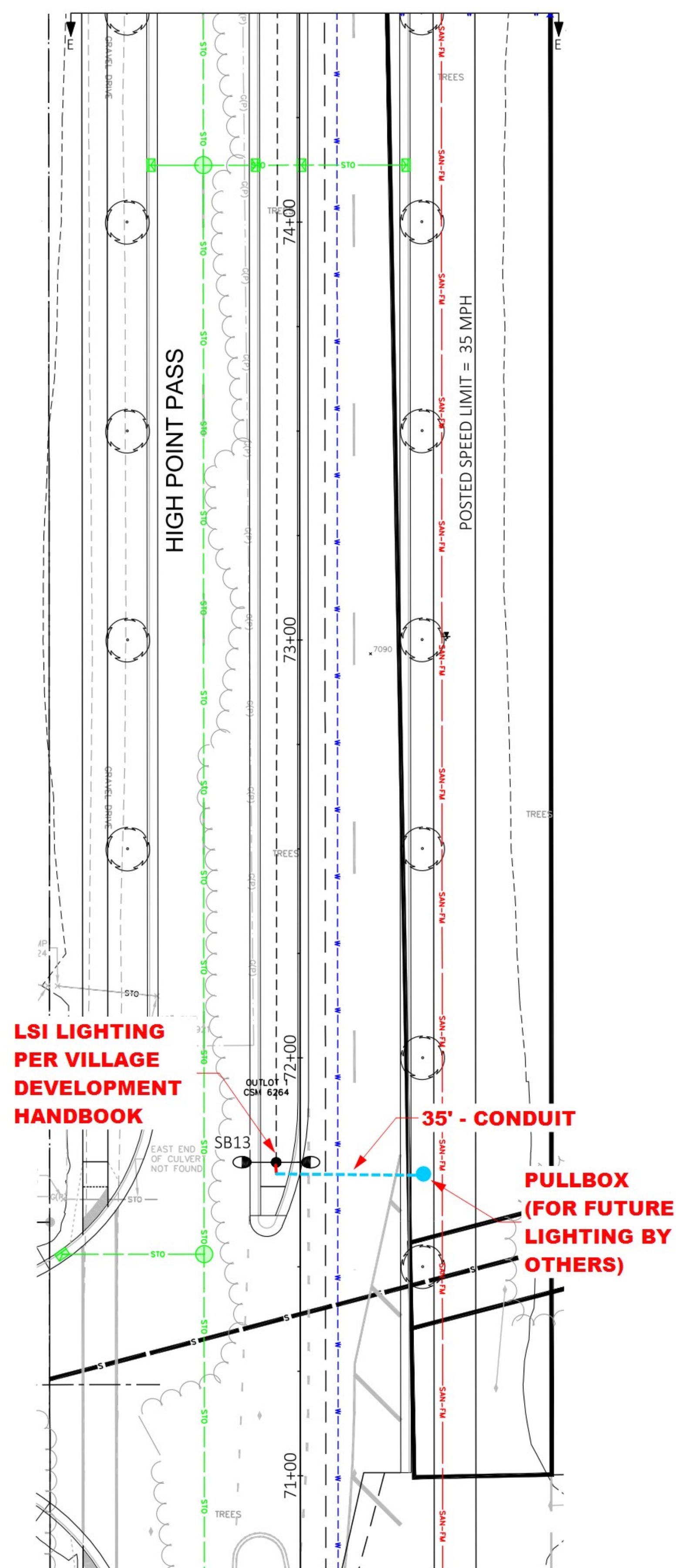
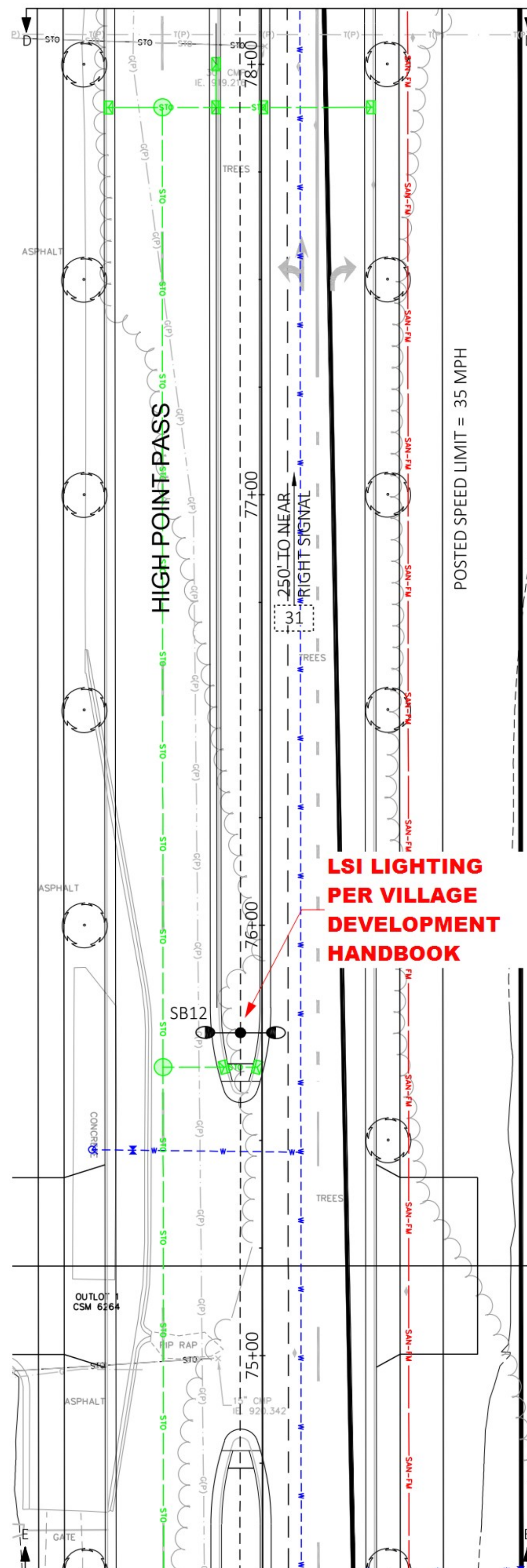
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4. FOR A CABINET THAT IS NOT OPERATING THE SIGNAL, CABINET WIRING WILL BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL INSTALL AND TERMINATE THE EVP CABLE AS DESCRIBED AND SHALL LABEL EACH CABLE AS NOTED ON THE PLAN SHEETS (I.E. EVP A-B-C-D).



Know what's **below**.
Call before you dig.

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© COPYRIGHT 2025 R.A. Smith, Inc.		W62 N588 Washington Ave., Ste. 201 Cedarburg, WI 53012-2074 (262) 781-1000 rasmith.com		DATE	
DATE: 4/28/2025					
SCALE: #####					
JOB NO. 2245358					
PROJECT MANAGER: T. HARTJES					
DESIGNED BY: MCG					
CHECKED BY:					
SHEET NUMBER					
SP-01-R					

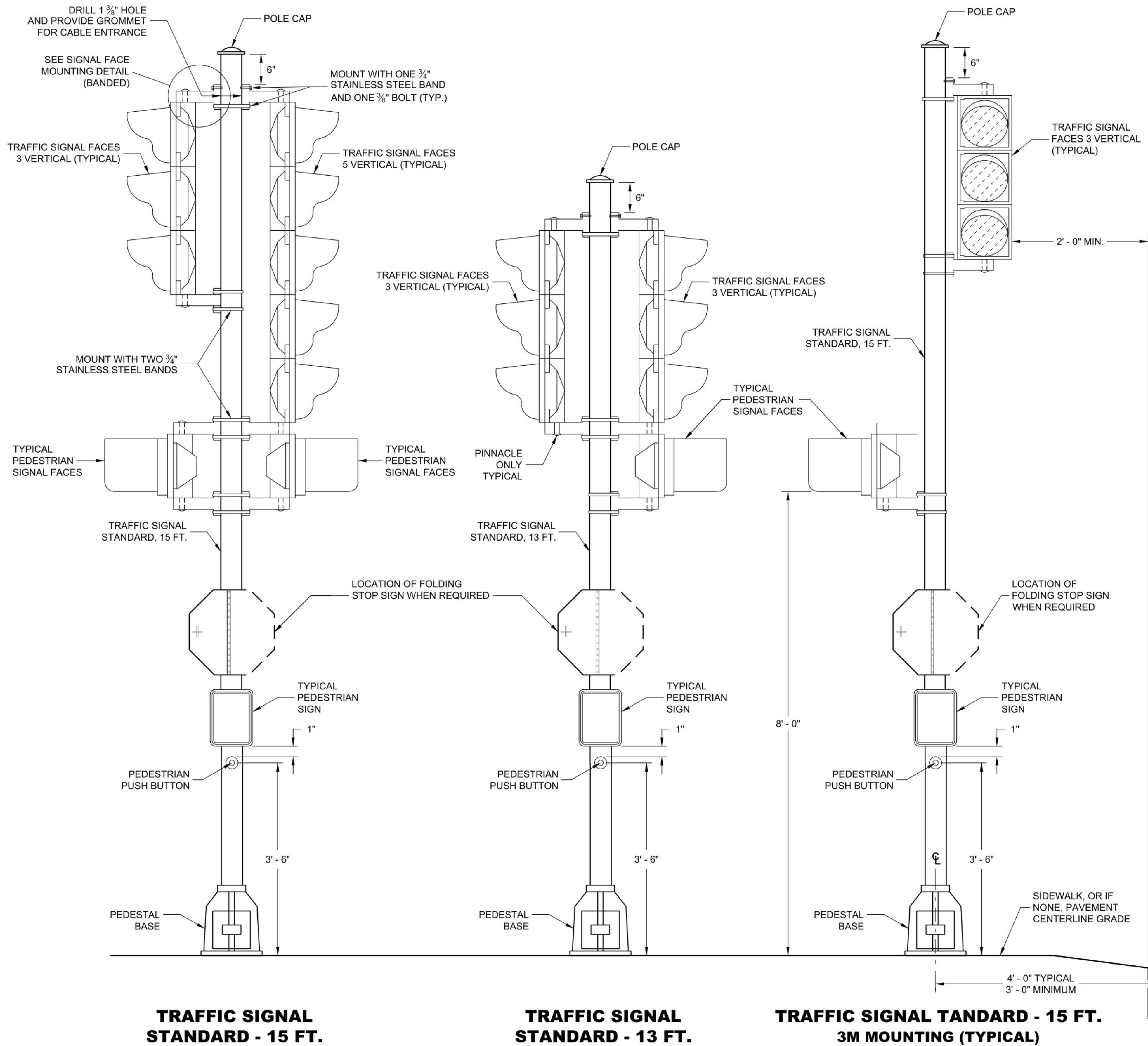


Know what's **below**.
Call before you dig.

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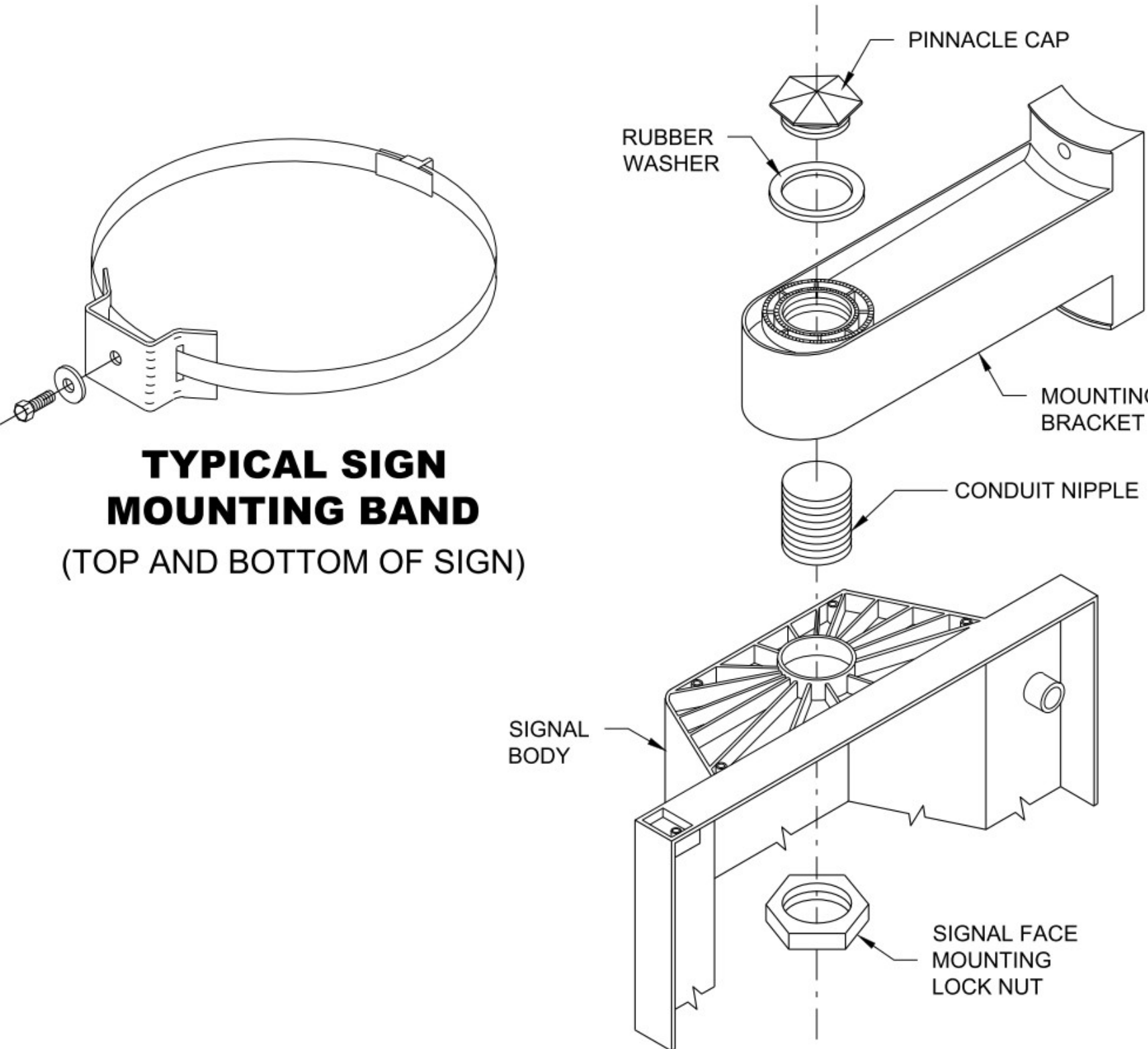
		raSmith CREATIVITY BEYOND ENGINEERING W62 N588 Washington Ave., Ste. 201 Cedarburg, WI 53012-2074 (262) 781-1000 rasmith.com Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA		DATE	DESCRIPTION
HIGH POINT PASS VILLAGE OF GERMANTOWN TRAFFIC SIGNAL PLAN HOLY HILL RD & HIGH POINT PASS					
© COPYRIGHT 2025 R.A. Smith, Inc.					
DATE: 2/10/2025					
SCALE: #####					
JOB NO. 2235621					
PROJECT MANAGER: T. HARTJES					
DESIGNED BY: MCG					
CHECKED BY:					
SHEET NUMBER					
19					

SDD 09E06 Traffic Signal Standard Poly Bracket Mountings (Typical) for 13ft. or 15ft.



GENERAL NOTES

- DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE CONTRACT.
- SEE THE SIGNAL PLAN FOR REQUIRED SIGNAL FACE SIZES.
- ALL PEDESTAL BASES SHALL BE MOUNTED ON CONCRETE BASE - TYPE 1.
- FOR APPROVED MOUNTING HARDWARE, SEE THE CONTRACT SPECIAL PROVISIONS.
- POLYCARBONATE MOUNTING BRACKETS SHALL BE USED.
- LENGTH AND LOCATION OF TRAFFIC SIGNAL STANDARDS SHALL BE AS SHOWN ON THE PLANS.
- OPTICALLY PROGRAMMED SIGNAL FACES SHALL BE MASKED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS, AND UNDER THE DIRECTIONS OF THE REGION TRAFFIC ENGINEER.
- FOLDING STOP SIGNS SHALL BE IN ACCORDANCE WITH THE MUTCD AND/OR THE LATEST WISCONSIN SUPPLEMENT. THE SIGNS SHALL BE SIZED AND LOCATED AS CALLED FOR IN THE PLANS.
- PEDESTRIAN SIGNS SHALL BE AS DESIGNATED IN THE PLANS.
- FURNISH AND INSTALL VENTILATED, CAST, METALLIC (ALUMINUM ALLOY) CAPS. FASTEN CAPS WITH ONE (1) 1/4" X 3/4" - 20 TPI STAINLESS STEEL, HEX HEAD BOLT.



TRAFFIC SIGNAL STANDARD POLY BRACKET MOUNTINGS (TYPICAL) 13 FT. OR 15 FT.	
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
APPROVED 2/28/2013 DATE	/S/ Ahmet Demirelek STATE ELECTRICAL ENGINEER
FHWA	



BOM 1 - Village of Germantown - Highpoint LSI

Village of Germantown - Highpoint

USA

Prepared By

Maria Ramirez - Graybar - MIWI

maria.ramirezno lasco@graybar.com

650 S 108th St

Milwaukee, WI 53214, USA



BOM 1 - Village of Germantown - Highpoint LSI

Village of Germantown - Highpoint

Table of Contents

Datasheets

New Section			
Type	Manufacturer	Model Number	Pg.
	LSI	5RP B3 S07G28 DXX BRZ DGP	2
INCLUDED IN KIT	LSI	ABKIT 5RP S07G STL GAL 1X30 11BC	8
INCLUDED IN KIT	LSI	KIT BCVR 5SRBC BRZ	
INCLUDED IN KIT	LSI	BKS PQMH NEW B3 B5 MTG RND POLE BRZ	14
INCLUDED IN KIT	LSI	MRM LED 12L SIL 3 UNV DIM 40 70CRI BRZ	15
		DXX = VERIFY FIXTURE DRILLING ORIENTATION PRIOR TO ORDERING. "D90" = 2@90 DEG, "D180" = 2@180 DEG.	



BOM 1 - Village of Germantown - Highpoint LSI

Village of Germantown - Highpoint

Notes Summary



BOM 1 - Village of Germantown - Highpoint LSI

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Datasheets

New Section



Catalog # : _____ Project : _____ Type : _____
 Prepared By : _____ Date : _____

Steel Round Straight Poles (RP/RPU)

New Build and Retrofit



OVERVIEW

Height (ft)	8 - 30
Thickness (Ga)	7, 10, 11
Diameter (in)	4 or 5

QUICK LINKS

[Ordering Guide](#)
[Performance](#)
[Photometrics](#)
[Dimensions](#)

FEATURES & SPECIFICATIONS

Pole Shaft

- Steel round poles are 4" or 5" in diameter.
- Pole shaft is electro-welded ASTM-A500 Grade C Steel Tubing with a minimum yield strength of 46,000 psi.
- On Tenon Mount steel poles, tenon is high-strength pipe. Tenon N option is 2-3/8" O.D. x 4-3/4" tall. Tenon 4N option is 4" O.D. x 4-7/8" tall.

Hand-Hole

- Standard hand-hole location is 12" above pole base.
- Poles 18' and above have a 3x6 reinforced hand hole.

Base

- Pole base is ASTM-A36 hot-rolled steel plate with a minimum yield strength of 36,000 psi.
- Two-piece square base cover is optional. Decorative base cover is also available.

Anchor Bolts

- Anchor bolts are not provided as standard on pole orders. Anchor bolts must be ordered as an accessory, anchor bolts feature zinc-plated double nuts and washers. Galvanized anchor bolts are optional.
- Anchor Bolts conform to ASTM F 1554-07a Grade 55 with a minimum yield strength of 55,000 PSI.

Ground Lug

- Ground lug is standard.

Duplex Receptacle

- Weatherproof duplex receptacle is optional.

Ground Fault Circuit Interrupter

- Self-testing Ground fault circuit interrupter is optional.

Finishes

- Every pole is provided with the DuraGrip Protection System and a 5-year limited warranty. NOTE: Warranty only applies to the finish.
- When the top-of-the line DuraGrip Plus Protection System is selected, in addition to the DuraGrip Protection System, a non-porous, automotive-grade corrosion coating is applied to the lower portion of the pole interior sealing and further protecting it from corrosion. This option extends the limited warranty to 7 years. NOTE: Warranty only applies to the finish.

Determining The Luminaire/Pole Combination For Your Application

- Select luminaire from luminaire ordering information.
- Select bracket configuration if required
- Determine EPA value from luminaire/ bracket EPA chart
- Select Pole Height

- Select MPH to match wind speed in the application area (See windspeed maps).
- Confirm pole EPA equal to or exceeding value of luminaire/bracket EPA
- Consult factory for special wind load requirements and banner brackets.

Pole Vibration Damper

- A pole vibration damper is recommended in open terrain areas of the country where low steady state winds are common.
- Non-tapered poles and lightly loaded poles are more susceptible to destructive vibration if a damper is not installed.

Warranty

- LSI poles come standard with a 1 year materials and workmanship warranty. Refer to <https://www.lsicorp.com/resources/terms-conditions-warranty/> for more information.

Listings

- UL Listed
- BAA/TAA Compliant
- BABAA Compliant *If Specified



Steel Round Straight Poles (RP/RPU) New Build and Retrofit

Type : _____

 Have questions? Call us at (800) 436-7800

ORDERING GUIDE

[Back to Quick Links](#)

TYPICAL ORDER EXAMPLE: 4RP B3 S07G 24 S PLP DGP						
Prefix	Mounting Method	Material	Height ⁵	Mounting Configuration	Finish	Options
4RP ¹ - 4" Diameter Round Straight Pole (New Build)	Bolt-On Mount² - See Pole Selection Guide for Patterns and Fixture Matches	S07G - 07 Ga. Steel (SRP/SRPU Only)	8'	S - Single/Parallel	BRZ - Bronze	GA - Galvanized Anchor Bolts
5RP - 5" Diameter Round Straight Pole (New Build)	B5 - 5" Traditional Drilling Pattern	S10G - 10 Ga. Steel (4RP/4RPU Only)	10'	D180 - Double	BLK - Black	SF - Single Flood
	B3 - 3" Reduced Drilling Pattern		12'	D90 - Double	PLP - Platinum Plus	DF - Double Flood
5RPU - 5" Diameter Round Straight Pole (Retrofit)	B2 - 2" Reduced Drilling Pattern	S11G - 11 Ga. Steel (SRP/SRPU Only)	14'	DN90 - Double	WHT - White	DGP - DuraGrip® Plus
			15'	T90 - Triple	SVG - Satin Verde Green	LAB - Less Anchor Bolts
			16'	TN120 - Triple	GPT - Graphite	CRXX ⁶ - Conduit Raceway
			17'	Q90 - Quad	MSV - Metallic Silver	USA - BABAA Compliant ⁹
			17' 6"	QN90 - Quad	BZA - Alternate Bronze	
			18'		GMG - Gun Metal Gray	
	T - Tenon Mount - See Pole Selection Guide for Tenon and Fixture/Bracket Matches		20'	N - Tenon Mount (Standard Tenon size is 2-3/8" O.D.)		
			22'	4N - Tenon Mount (SRPT only. For 4" poles only, use 4RPI)		
			22' 6"	4N-6 - Tenon Mount (SRPT only. For 4" poles use 4RPI)		
			24'			
			25'			
			26'			
			27'			
			28'			
	I - No Mounting Holes - Use with: BKA-IFM4 ³ - Flush Mount Adapter ² Greenlee Lifestyle CH Mounting Style Enterprise, Lexington, Constitution PT Single Mounting ⁴		30'	Blank - Use with I for Mounting Method		



Need more information?
[Click here for our glossary.](#)

Have additional questions?
Call us at (800) 436-7800



ACCESSORY ORDERING INFORMATION

Part Number	Description
158450CLR	4" SRBC Square Base Cover
158451CLR	5" SRBC Square Base Cover
450563CLR	5" SRBCU 5 Inch Universal Baseplate Square Cover
483859CLR	4" / 5" GBC Decorative Base Cover
122557CLR	ER2 - Weatherproof Duplex Receptacle (Poles below 18')
122566CLR	ER2 - Weatherproof Duplex Receptacle for Reinforced Hand-hole (Poles 18' and above)
122558CLR	GFI - Ground Fault Circuit Interrupter (Poles below 18')
122567CLR	GFI - Ground Fault Circuit Interrupter for Reinforced Hand-hole (Poles 18' and above)
132336	MH5 - Mounting Hole Plugs for use with 5" traditional drill pattern (3 set of 3 plugs)
681126	MH3 - Mounting Hole Plugs for use with 3" reduced drill pattern (3 sets of 3 plugs)
725841	MH2 - Mounting Hole Plugs for use with 2" reduced drill pattern (3 sets of 3 plugs)
Consult Factory for EPA Calculations	BB - Banner Brackets

ANCHOR BOLT KIT ORDERING INFORMATION

Part Number	Description
AB KIT 122582	4RP S10G Anchor Bolts (Steel Plated)
AB KIT 122607	4RP S10G Anchor Bolts (Galvanized)
AB KIT 135460	5RP S11G Anchor Bolts (Steel Plated)
AB KIT 135461	5RP S11G Anchor Bolts (Galvanized)
AB KIT 122583	5RP S07G Anchor Bolts (Steel Plated)
AB KIT 122608	5RP S07G Anchor Bolts (Galvanized)

¹ Use with BKA-IFM4.

² See Area Light Brackets - 3" Reduced Drill Pattern and Area Light Brackets - 5" Traditional Drill Pattern Spec Sheets.

³ Only use with 4 inch pole.

⁴ For Enterprise, Lexington, and Constitution PT mounting configuration styles, see Tenon Mount (4N) and Lifestyle Slipfit Pole Series.

⁵ Pole heights will have a +/- 1/2" tolerance. Max height for 4RP S10G is 24'. Max height of the 5RP S11G is 26'.

⁶ See Flood Lighting Brackets section for choice of FBO Brackets.

⁷ For Enterprise and Lexington D180 or other mounting configuration styles using BK MPT B0 accessories order with B3 or B5 drill pattern.

⁸ Standard Flat black pole cap provided. Domed Greenlee pole cap will ship with SA4 and SAS Enterprise and Lexington fixtures, SA Lifestyle Fixtures, BK MPT B0, and UCL Brackets.

⁹ USA option only available on 4RP poles up to 24'



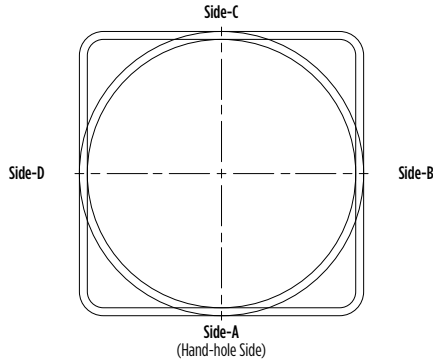
Steel Round Straight Poles (RP/RPU) New Build and Retrofit

Type : _____

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DRILLING LOCATIONS

[Back to Quick Links](#)

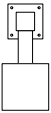


Sides	A	B	C	D
Hand-hole	X			
Single	X			
D180		X		X
D90	X			X
DN90 ¹				
T90	X	X		X
TN120 ²				
Q90	X	X	X	X
QN90 ³				
Single FBO ⁴	X			
Double FBO ⁴		X		X

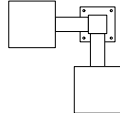
FIXTURE CONFIGURATIONS

[Back to Quick Links](#)

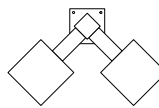
Single



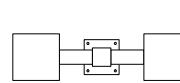
D90



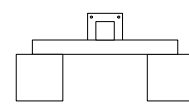
DN90



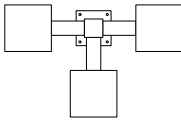
D180



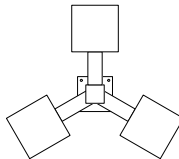
Parallel



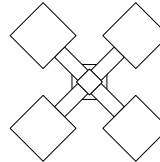
T90



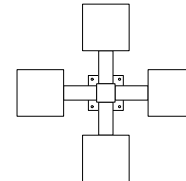
TN120



QN90



Q90



- Two locations will be 45° to the left and right of Side A.
- Other two locations will be 120° to the left and right of Side A.
- Two locations will be 45° to the left and right of Side A and two locations will be 135° to the left and right of Side A.
- Consult factory for custom variations. Standard SF and DF pole preparations are located 3/4 of the height of the pole from the base, except on 20' poles. Maximum height for SF and DF pole preparations on 20' poles is 13' from the base.



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Page 3/6 Rev. 02/27/25
 SPEC.1068.C.0324

Steel Round Straight Poles (RP/RPU) New Build and Retrofit

Type : _____

 Have questions? Call us at (800) 436-7800

BOLT CIRCLE

[Back to Quick Links](#)

STANDARD BASEPLATE

4" (102mm) Round
 10-1/8" (257mm) sq.



11" (279mm) Dia. Bolt Circle

5" (127mm) Round
 10-1/8" (257mm) sq.



11" (279mm) Dia. Bolt Circle

5" (127mm) Round
 10-1/8" (257mm) sq.

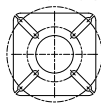


11" (279mm) Dia. Bolt Circle

Bolt Circle Designator	K	L	M
Bolt Circle	Slotted 7" - 11" (178mm-279mm)	Slotted 11" (279mm)	Slotted 11" (279mm)
Anchor Bolt Size	3/4" x 24" (19mm x 609mm)	3/4" x 24" (19mm x 609mm)	1"x30" (25mm x 762mm)
Anchor Bolt Projection	3-1/4" (83mm)	3-1/4" (83mm)	4" (102mm)
Base Plate Opening for Wireway Entry	3-5/8" (92mm)	4-3/4" (121mm)	4-5/8" (117mm)
Base Plate Dimensions	10-1/8" sq. x 3/4" thk. (257mm x 19mm)	10-1/8" sq. x 3/4" thk. (257mm x 19mm)	10-1/8" sq. x 1" thk. (257mm x 25mm)
Pole Gauge	10	11	7

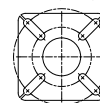
UNIVERSAL BASEPLATE

5" (127mm) Round
 11-1/4" (286mm) sq.



13" (330mm) Dia. Bolt Circle

5" (127mm) Round
 11-3/4" (298mm) sq.



13" (330mm) Dia. Bolt Circle

Bolt Circle Designator	P	R
Bolt Circle	Slotted 7-1/2" - 13" (191mm-330mm)	Slotted 8" - 13" (203mm-330mm)
Anchor Bolt Size	3/4" x 24" (19mm x 609mm)	1"x30" (25mm x 762mm)
Anchor Bolt Projection	3-1/4" (83mm)	4" (102mm)
Base Plate Opening for Wireway Entry	4-3/4" (121mm)	4-5/8" (117mm)
Base Plate Dimensions	11-1/4" sq. x 3/4" thk. (286mm x 19mm)	11-3/4" sq. x 1" thk. (298mm x 25mm)
Pole Gauge	11	7



Steel Round Straight Poles (RP/RPU) New Build and Retrofit

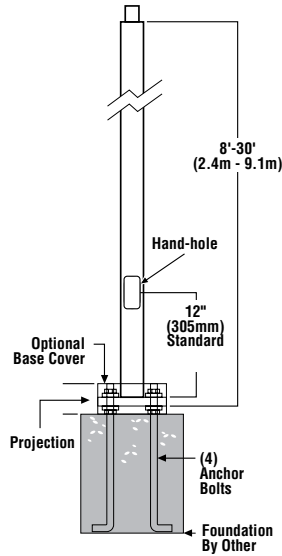
Type : _____

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PRODUCT DIMENSIONS

[Back to Quick Links](#)

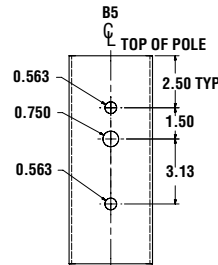
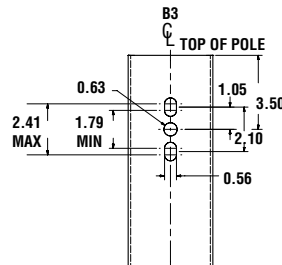
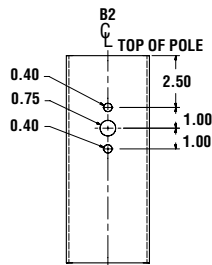
RPT -
 N = 2-3/8"(60mm) O.D. x 4-3/4"(121mm) Tenon
 4N = 4"(102mm) O.D. x 4-7/8"(124mm) Tenon
 4N6 = 4"(102mm) O.D. x 6-3/8"(162mm) Tenon



SHIPPING WEIGHTS

4"(102mm) Dia. 10 Ga. is approximately	6.0 lbs./ft.
5"(127mm) Dia. 11 Ga. is approximately	7.0 lbs./ft.
5"(127mm) Dia. 07 Ga. is approximately	10.0 lbs./ft.
Anchor Bolts (3/4" x 24")(19mm x 609mm)	13 lbs.(6kg)/set
Anchor Bolts (1" x 30") (25mm x 762mm)	30 lbs.(14kg)/set

Bolt-On Mount 2-Bolt Pattern





Job Name : Village of Germantown - Highpoint
Manufacturer : LSI
Model Number : 5RP B3 S07G28 DXX BRZ DGP

Datasheets
Type :

Steel Round Straight Poles (RP/RPU) New Build and Retrofit

Type : _____

Have questions? Call us at (800) 436-7800

WIND SPEED

[Back to Quick Links](#)

EPA Information

All LSI Industries' poles are guaranteed to meet the EPA requirements listed. LSI Industries is not responsible if a pole order has a lower EPA rating than the indicated wind-loading zone where the pole will be located.

CAUTION: This guarantee does not apply if the pole/bracket/fixture combination is used to support any other items such as flags, pennants, or signs, which would add stress to the pole. LSI Industries cannot accept responsibility for harm or damage caused in these situations.

NOTE: Pole calculations include a 1.3 gust factor over steady wind velocity. Example: poles designed to withstand 80 MPH steady wind will withstand gusts to 104 MPH. EPAs are for locations 100 miles away from hurricane ocean lines. Consult LSI for other areas. Note: Hurricane ocean lines are the Atlantic and Gulf of Mexico coastal areas. For applications in Florida or Canada, consult factory.

Use ONLY with "Wind Speed Map for ASCE 7-10

POLE ¹	Mtg. Height Length (ft)	Wall Thick (ga)	BOLT CIRCLE			EPA								
			Designator	Dia. (in)	Anchor bolt Dia {in}	110 MPH	115 MPH	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
4" x 10-ga x 14'	14	10	L	11	0.75	6.0	5.2	4.7	3.9	3.2	2.7	2.3	2.0	1.7
4" x 10-ga x 16'	16	10	L	11	0.75	4.3	3.7	3.2	2.6	2.1	1.8	1.4	1.2	1.0
4" x 10-ga x 18'	18	10	L	11	0.75	7.7	6.8	6.0	5.0	4.2	3.5	3.0	2.5	2.2
4" x 10-ga x 20'	20	10	L	11	0.75	6.0	5.2	4.6	3.7	3.1	2.5	2.1	1.8	1.5
4" x 10-ga x 22'	22	10	L	11	0.75	4.6	3.9	3.3	2.6	2.1	1.7	1.4	1.1	0.9
4" x 10-ga x 24'	24	10	L	11	0.75	3.4	2.7	2.2	1.7	1.3	1.0	0.7	0.5	n/a
5" x 11-ga x 16'	16	11	L	11	0.75	8.7	7.9	7.2	6.0	5.0	4.3	3.7	3.2	2.8
5" x 11-ga x 18'	18	11	L	11	0.75	12.2	11.1	10.1	8.5	7.2	6.1	5.3	4.6	4.0
5" x 11-ga x 20'	20	11	L	11	0.75	10.0	9.1	8.2	6.8	5.7	4.9	4.2	3.6	3.1
5" x 11-ga x 22'	22	11	L	11	0.75	8.1	7.3	6.6	5.5	4.5	3.8	3.2	2.8	2.4
5" x 11-ga x 24'	24	11	L	11	0.75	6.5	5.9	5.3	4.3	3.5	2.9	2.4	2.0	1.7
5" x 11-ga x 26'	26	11	L	11	0.75	5.2	4.6	4.1	3.2	2.6	2.1	1.7	1.4	1.1
5" x 7-ga x 18'	18	7	M	11	1.00	19.7	17.9	16.4	13.8	11.7	10.1	8.8	7.7	6.8
5" x 7-ga x 20'	20	7	M	11	1.00	16.5	15.0	13.7	11.5	9.8	8.4	7.3	6.3	5.6
5" x 7-ga x 22'	22	7	M	11	1.00	14.0	12.7	11.5	9.6	8.1	7.0	6.0	5.2	4.6
5" x 7-ga x 24'	24	7	M	11	1.00	11.8	10.6	9.6	8.0	6.8	5.7	4.9	4.2	3.7
5" x 7-ga x 26'	26	7	M	11	1.00	9.9	8.9	8.0	6.7	5.6	4.7	4.0	3.4	2.9
5" x 7-ga x 28'	28	7	M	11	1.00	8.3	7.4	6.7	5.4	4.5	3.7	3.1	2.7	2.3
5" x 7-ga x 30'	30	7	M	11	1.00	6.8	6.1	5.4	4.4	3.6	2.9	2.4	2.0	1.7

All LSI Industries' poles are guaranteed to meet the EPA requirements listed. LSI Industries is not responsible if a pole order has a lower EPA rating than the indicated wind-loading zone where the pole will be located.

CAUTION: This guarantee does not apply if the pole/bracket/fixture combination is used to support any other items such as flags, pennants, or signs, which would add stress to the pole. LSI Industries cannot accept responsibility for harm or damage caused in these situations.

Note:

1- Poles shorter than these listed here in for each gauge have EPA rating equal to or greater than what is provided in this table. To Confirm EPA ratings on shorter poles, contact LSI Industries.



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Page 6/6 Rev. 02/27/25
SPEC.1068.C.0324

Job Name : Village of Germantown - Highpoint
Manufacturer : LSI
Model Number : ABKIT 5RP S07G STL GAL 1X30 11BC

Datasheets
Type :
INCLUDED IN KIT



Catalog # : _____ Project : _____ Type : _____
 Prepared By : _____ Date : _____

Steel Round Straight Poles (RP/RPU)

New Build and Retrofit



OVERVIEW	
Height (ft)	8 - 30
Thickness (Ga)	7, 10, 11
Diameter (in)	4 or 5

QUICK LINKS

[Ordering Guide](#)
[Performance](#)
[Photometrics](#)
[Dimensions](#)

FEATURES & SPECIFICATIONS

Pole Shaft

- Steel round poles are 4" or 5" in diameter.
- Pole shaft is electro-welded ASTM-A500 Grade C Steel Tubing with a minimum yield strength of 46,000 psi.
- On Tenon Mount steel poles, tenon is high-strength pipe. Tenon N option is 2-3/8" O.D. x 4-3/4" tall. Tenon 4N option is 4" O.D. x 4-7/8" tall.

Hand-Hole

- Standard hand-hole location is 12" above pole base.
- Poles 18' and above have a 3x6 reinforced hand hole.

Base

- Pole base is ASTM-A36 hot-rolled steel plate with a minimum yield strength of 36,000 psi.
- Two-piece square base cover is optional. Decorative base cover is also available.

Anchor Bolts

- Anchor bolts are not provided as standard on pole orders. Anchor bolts must be ordered as an accessory, anchor bolts feature zinc-plated double nuts and washers. Galvanized anchor bolts are optional.
- Anchor Bolts conform to ASTM F 1554-07a Grade 55 with a minimum yield strength of 55,000 PSI.

Ground Lug

- Ground lug is standard.

Duplex Receptacle

- Weatherproof duplex receptacle is optional.

Ground Fault Circuit Interrupter

- Self-testing Ground fault circuit interrupter is optional.

Finishes

- Every pole is provided with the DuraGrip Protection System and a 5-year limited warranty. NOTE: Warranty only applies to the finish.
- When the top-of-the line DuraGrip Plus Protection System is selected, in addition to the DuraGrip Protection System, a non-porous, automotive-grade corrosion coating is applied to the lower portion of the pole interior sealing and further protecting it from corrosion. This option extends the limited warranty to 7 years. NOTE: Warranty only applies to the finish.

Determining The Luminaire/Pole Combination For Your Application

- Select luminaire from luminaire ordering information.
- Select bracket configuration if required
- Determine EPA value from luminaire/ bracket EPA chart
- Select Pole Height

- Select MPH to match wind speed in the application area (See windspeed maps).
- Confirm pole EPA equal to or exceeding value of luminaire/bracket EPA
- Consult factory for special wind load requirements and banner brackets.

Pole Vibration Damper

- A pole vibration damper is recommended in open terrain areas of the country where low steady state winds are common.
- Non-tapered poles and lightly loaded poles are more susceptible to destructive vibration if a damper is not installed.

Warranty

- LSI poles come standard with a 1 year materials and workmanship warranty. Refer to <https://www.lsicorp.com/resources/terms-conditions-warranty/> for more information.

Listings

- UL Listed
- BAA/TAA Compliant
- BABAA Compliant *If Specified



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Page 1/6 Rev. 02/27/25
 SPEC.1068.C.0324

Job Name : Village of Germantown - Highpoint
Manufacturer : LSI
Model Number : ABKIT 5RP S07G STL GAL 1X30 11BC

Datasheets
Type :
INCLUDED IN KIT

Steel Round Straight Poles (RP/RPU) New Build and Retrofit

Type : _____

 **Have questions?** Call us at (800) 436-7800

ORDERING GUIDE

[Back to Quick Links](#)

TYPICAL ORDER EXAMPLE: 4RP B3 S07G 24 S PLP DGP

Prefix	Mounting Method	Material	Height ⁵	Mounting Configuration	Finish	Options
4RP ¹ - 4" Diameter Round Straight Pole (New Build)	Bolt-On Mount ² - See Pole Selection Guide for Patterns and Fixture Matches B5 - 5" Traditional Drilling Pattern B3 - 3" Reduced Drilling Pattern B2 - 2" Reduced Drilling Pattern	S07G - 07 Ga. Steel (SRP/5RPU Only)	8'	S - Single/Parallel	BRZ - Bronze	GA - Galvanized Anchor Bolts
5RP - 5" Diameter Round Straight Pole (New Build)		S10G - 10 Ga. Steel (4RP/4RPU Only)	10'	D180 - Double	BLK - Black	SP ⁷ - Single Flood
5RPU - 5" Diameter Round Straight Pole (Retrofit)	T - Tenon Mount - See Pole Selection Guide for Tenon and Fixture/Bracket Matches	S11G - 11 Ga. Steel (5RP/5RPU Only)	12'	D90 - Double	PLP - Platinum Plus	DF ⁷ - Double Flood
			14'	DN90 - Double	WHT - White	DGP - DuraGrip® Plus
	P ² - No Mounting Holes - Use with: BKA-IFM4 ³ - Flush Mount Adapter ² Greenlee Lifestyle CH Mounting Style Enterprise, Lexington, Constitution PT Single Mounting ⁴		15'	T90 - Triple	SVG - Satin Verde Green	LAB - Less Anchor Bolts
			16'	TN120 - Triple	GPT - Graphite	CRXX ⁹ - Conduit Raceway
			17'	Q90 - Quad	MSV - Metallic Silver	USA - BABAA Compliant ⁸
			17' 6"	QN90 - Quad	BZA - Alternate Bronze	
			18'		GMG - Gun Metal Gray	
			20'	N ⁶ - Tenon Mount (Standard Tenon size is 2-3/8" O.D.)		
			22'	4N ⁶ - Tenon Mount (5RPT only. For 4" poles only, use 4RPI)		
			22' 6"	4N-6 - Tenon Mount (5RPT only. For 4" poles use 4RPI)		
			24'			
			25'			
			26'			
			27'			
			28'	Blank - Use with I for Mounting Method		
			30'			



Need more information?
[Click here for our glossary.](#)

Have additional questions?
Call us at (800) 436-7800



ACCESSORY ORDERING INFORMATION

Part Number	Description
158450CLR	4" SRBC Square Base Cover
158451CLR	5" SRBC Square Base Cover
450563CLR	5" SRBCU 5 Inch Universal Baseplate Square Cover
483859CLR	4" /5" GBC Decorative Base Cover
122557CLR	ER2 - Weatherproof Duplex Receptacle (Poles below 18')
122566CLR	ER2 - Weatherproof Duplex Receptacle for Reinforced Hand-hole (Poles 18' and above)
122558CLR	GFI - Ground Fault Circuit Interrupter (Poles below 18')
122567CLR	GFI - Ground Fault Circuit Interrupter for Reinforced Hand-hole (Poles 18' and above)
132336	MH5 - Mounting Hole Plugs for use with 5" traditional drill pattern (3 set of 3 plugs)
681126	MH3 - Mounting Hole Plugs for use with 3" reduced drill pattern (3 sets of 3 plugs)
725841	MH2 - Mounting Hole Plugs for use with 2" reduced drill pattern (3 sets of 3 plugs)
Consult Factory for EPA Calculations	BB - Banner Brackets

ANCHOR BOLT KIT ORDERING INFORMATION

Part Number	Description
AB KIT 122582	4RP S10G Anchor Bolts (Steel Plated)
AB KIT 122607	4RP S10G Anchor Bolts (Galvanized)
AB KIT 135460	5RP S11G Anchor Bolts (Steel Plated)
AB KIT 135461	5RP S11G Anchor Bolts (Galvanized)
AB KIT 122583	5RP S07G Anchor Bolts (Steel Plated)
AB KIT 122608	5RP S07G Anchor Bolts (Galvanized)

1 Use with BKA-IFM4.
2 See Area Light Brackets - 3" Reduced Drill Pattern and Area Light Brackets - 5" Traditional Drill Pattern Spec Sheets.
3 Only use with 4 inch pole.
4 For Enterprise, Lexington, and Constitution PT mounting configuration styles, see Tenon Mount (4N) and Lifestyle Slipfit Pole Series.
5 Pole heights will have a +/- 1/2" tolerance. Max height for 4RP S10G is 24'. Max height of the 5RP S11G is 26'.
6 See Flood Lighting Brackets section for choice of F80 Brackets.

7 For Enterprise and Lexington D180 or other mounting configuration styles using BK MPT 80 accessories order with B3 or B5 drill pattern.
8 Standard Flat black pole cap provided. Domed Greenlee pole cap will ship with SA4 and SA5 Enterprise and Lexington fixtures, SA Lifestyle Fixtures, BK MPT 80, and UCL Brackets.
9 USA option only available on 4RP poles up to 24'



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Page 2/6 Rev. 02/27/25
SPEC.1068.C.0324

Job Name : Village of Germantown - Highpoint
Manufacturer : LSI
Model Number : ABKIT 5RP S07G STL GAL 1X30 11BC

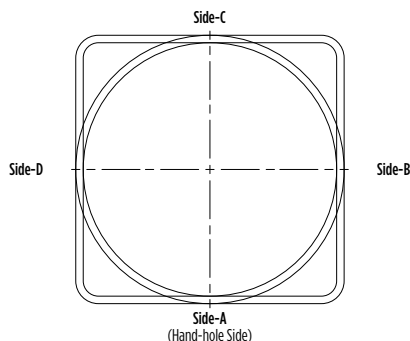
**INCL
ED IN
KIT**

Steel Round Straight Poles (RP/RPU) New Build and Retrofit

Type : _____

 **Have questions?** Call us at (800) 436-7800

DRILLING LOCATIONS

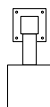
[Back to Quick Links](#)


Sides	A	B	C	D
Hand-hole	X			
Single	X			
D180		X		X
D90	X			X
DN90 ¹				
T90	X	X		X
TN120 ²				
Q90	X	X	X	X
QN90 ³				
Single FBO ⁴	X			
Double FBO ⁴		X		X

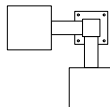
FIXTURE CONFIGURATIONS

[Back to Quick Links](#)

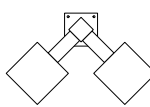
Single



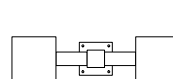
D90



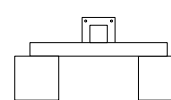
DN90



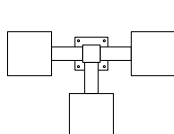
D180



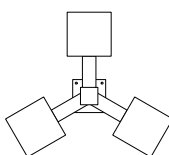
Parallel



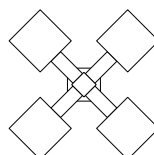
T90



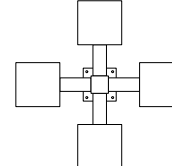
TN120



QN90



Q90



- Two locations will be 45° to the left and right of Side A.
- Other two locations will be 120° to the left and right of Side A.
- Two locations will be 45° to the left and right of Side A and two locations will be 135° to the left and right of Side A.
- Consult factory for custom variations. Standard SF and DF pole preparations are located 3/4 of the height of the pole from the base, except on 20' poles. Maximum height for SF and DF pole preparations on 20' poles is 13' from the base.



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Page 3/6 Rev. 02/27/25
SPEC.1068.C.0324

Steel Round Straight Poles (RP/RPU) New Build and Retrofit

Type : _____

Have questions? Call us at (800) 436-7800

BOLT CIRCLE

[Back to Quick Links](#)

STANDARD BASEPLATE

4" (102mm) Round
 10-1/8" (257mm) sq.



11" (279mm) Dia. Bolt Circle

5" (127mm) Round
 10-1/8" (257mm) sq.



11" (279mm) Dia. Bolt Circle

5" (127mm) Round
 10-1/8" (257mm) sq.



11" (279mm) Dia. Bolt Circle

Bolt Circle Designator	K	L	M
Bolt Circle	Slotted 7" - 11" (178mm-279mm)	Slotted 11" (279mm)	Slotted 11" (279mm)
Anchor Bolt Size	3/4" x 24" (19mm x 609mm)	3/4" x 24" (19mm x 609mm)	1"x30" (25mm x 762mm)
Anchor Bolt Projection	3-1/4" (83mm)	3-1/4" (83mm)	4" (102mm)
Base Plate Opening for Wireway Entry	3-5/8" (92mm)	4-3/4" (121mm)	4-5/8" (117mm)
Base Plate Dimensions	10-1/8" sq. x 3/4" thk. (257mm x 19mm)	10-1/8" sq. x 3/4" thk. (257mm x 19mm)	10-1/8" sq. x 1" thk. (257mm x 25mm)
Pole Gauge	10	11	7

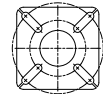
UNIVERSAL BASEPLATE

5" (127mm) Round
 11-1/4" (286mm) sq.



13" (330mm) Dia. Bolt Circle

5" (127mm) Round
 11-3/4" (298mm) sq.



13" (330mm) Dia. Bolt Circle

Bolt Circle Designator	P	R
Bolt Circle	Slotted 7-1/2" - 13" (191mm-330mm)	Slotted 8" - 13" (203mm-330mm)
Anchor Bolt Size	3/4" x 24" (19mm x 609mm)	1"x30" (25mm x 762mm)
Anchor Bolt Projection	3-1/4" (83mm)	4" (102mm)
Base Plate Opening for Wireway Entry	4-3/4" (121mm)	4-5/8" (117mm)
Base Plate Dimensions	11-1/4" sq. x 3/4" thk. (286mm x 19mm)	11-3/4" sq. x 1" thk. (298mm x 25mm)
Pole Gauge	11	7



Job Name : Village of Germantown - Highpoint
Manufacturer : LSI
Model Number : ABKIT 5RP S07G STL GAL 1X30 11BC

Datasheets
Type :
INCLUDED IN KIT

Steel Round Straight Poles (RP/RPU) New Build and Retrofit

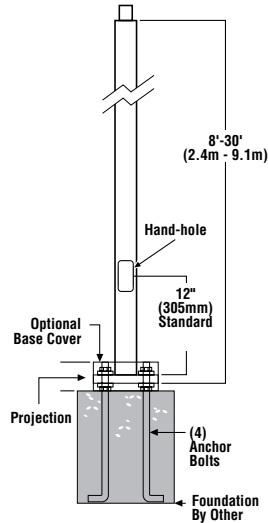
Type : _____

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PRODUCT DIMENSIONS

[Back to Quick Links](#)

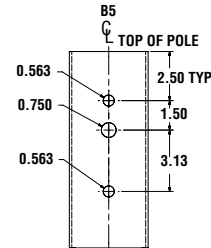
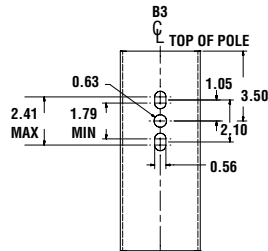
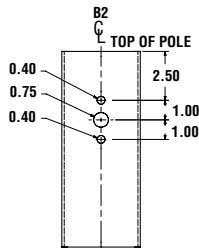
RPT –
N = 2-3/8"(60mm) O.D. x 4-3/4"(121mm) Tenon
4N = 4"(102mm) O.D. x 4-7/8"(124mm) Tenon
4N6 = 4"(102mm) O.D. x 6-3/8"(162mm) Tenon



SHIPPING WEIGHTS

4" (102mm) Dia. 10 Ga. is approximately	6.0 lbs./ft.
5" (127mm) Dia. 11 Ga. is approximately	7.0 lbs./ft.
5" (127mm) Dia. 07 Ga. is approximately	10.0 lbs./ft.
Anchor Bolts (3/4" x 24") (19mm x 609mm)	13 lbs.(6kg)/set
Anchor Bolts (1" x 30") (25mm x 762mm)	30 lbs.(14kg)/set

Bolt-On Mount 2-Bolt Pattern



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Page 5/6 Rev. 02/27/25
 SPEC.1068.C.0324



Job Name : Village of Germantown - Highpoint

Manufacturer : LSI

Model Number : ABKIT 5RP S07G STL GAL 1X30 11BC

Datasheets

Type :

INCLUDED IN KIT

Steel Round Straight Poles (RP/RPU) New Build and Retrofit

Type : _____

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WIND SPEED

[Back to Quick Links](#)

EPA Information

All LSI Industries' poles are guaranteed to meet the EPA requirements listed. LSI Industries is not responsible if a pole order has a lower EPA rating than the indicated wind-loading zone where the pole will be located.

CAUTION: This guarantee does not apply if the pole/bracket/fixture combination is used to support any other items such as flags, pennants, or signs, which would add stress to the pole. LSI Industries cannot accept responsibility for harm or damage caused in these situations.

NOTE: Pole calculations include a 1.3 gust factor over steady wind velocity. Example: poles designed to withstand 80 MPH steady wind will withstand gusts to 104 MPH. EPA's are for locations 100 miles away from hurricane ocean lines. Consult LSI for other areas. Note: Hurricane ocean lines are the Atlantic and Gulf of Mexico coastal areas. For applications in Florida or Canada, consult factory.

Use ONLY with "Wind Speed Map for ASCE 7-10

POLE ¹	Mtg. Height Length (ft)	Wall Thick (ga)	BOLT CIRCLE			EPA								
			Designator	Dia. (in)	Anchor bolt Dia {in}	110 MPH	115 MPH	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
4" x 10-ga x 14'	14	10	L	11	0.75	6.0	5.2	4.7	3.9	3.2	2.7	2.3	2.0	1.7
4" x 10-ga x 16'	16	10	L	11	0.75	4.3	3.7	3.2	2.6	2.1	1.8	1.4	1.2	1.0
4" x 10-ga x 18'	18	10	L	11	0.75	7.7	6.8	6.0	5.0	4.2	3.5	3.0	2.5	2.2
4" x 10-ga x 20'	20	10	L	11	0.75	6.0	5.2	4.6	3.7	3.1	2.5	2.1	1.8	1.5
4" x 10-ga x 22'	22	10	L	11	0.75	4.6	3.9	3.3	2.6	2.1	1.7	1.4	1.1	0.9
4" x 10-ga x 24'	24	10	L	11	0.75	3.4	2.7	2.2	1.7	1.3	1.0	0.7	0.5	n/a
5" x 11-ga x 16'	16	11	L	11	0.75	8.7	7.9	7.2	6.0	5.0	4.3	3.7	3.2	2.8
5" x 11-ga x 18'	18	11	L	11	0.75	12.2	11.1	10.1	8.5	7.2	6.1	5.3	4.6	4.0
5" x 11-ga x 20'	20	11	L	11	0.75	10.0	9.1	8.2	6.8	5.7	4.9	4.2	3.6	3.1
5" x 11-ga x 22'	22	11	L	11	0.75	8.1	7.3	6.6	5.5	4.5	3.8	3.2	2.8	2.4
5" x 11-ga x 24'	24	11	L	11	0.75	6.5	5.9	5.3	4.3	3.5	2.9	2.4	2.0	1.7
5" x 11-ga x 26'	26	11	L	11	0.75	5.2	4.6	4.1	3.2	2.6	2.1	1.7	1.4	1.1
5" x 7-ga x 18'	18	7	M	11	1.00	19.7	17.9	16.4	13.8	11.7	10.1	8.8	7.7	6.8
5" x 7-ga x 20'	20	7	M	11	1.00	16.5	15.0	13.7	11.5	9.8	8.4	7.3	6.3	5.6
5" x 7-ga x 22'	22	7	M	11	1.00	14.0	12.7	11.5	9.6	8.1	7.0	6.0	5.2	4.6
5" x 7-ga x 24'	24	7	M	11	1.00	11.8	10.6	9.6	8.0	6.8	5.7	4.9	4.2	3.7
5" x 7-ga x 26'	26	7	M	11	1.00	9.9	8.9	8.0	6.7	5.6	4.7	4.0	3.4	2.9
5" x 7-ga x 28'	28	7	M	11	1.00	8.3	7.4	6.7	5.4	4.5	3.7	3.1	2.7	2.3
5" x 7-ga x 30'	30	7	M	11	1.00	6.8	6.1	5.4	4.4	3.6	2.9	2.4	2.0	1.7

All LSI Industries' poles are guaranteed to meet the EPA requirements listed. LSI Industries is not responsible if a pole order has a lower EPA rating than the indicated wind-loading zone where the pole will be located.

CAUTION: This guarantee does not apply if the pole/bracket/fixture combination is used to support any other items such as flags, pennants, or signs, which would add stress to the pole. LSI Industries cannot accept responsibility for harm or damage caused in these situations.

Note:

1- Poles shorter than these listed here in for each gauge have EPA rating equal to or greater than what is provided in this table. To Confirm EPA ratings on shorter poles, contact LSI Industries.



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Page 6/6 Rev. 02/27/25

SPEC.1068.C.0324



Catalog # : _____ Project : _____ Type : _____
Prepared By : _____ Date : _____

BKS PQM*

Area Light Brackets



OVERVIEW	
EPA	0.2
Size (LxWxH)	3.9x1.8x8
Weight lbs	5 lbs

FEATURES & SPECIFICATIONS

- The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard bolt patterns.
- Allows you to seamlessly integrate LSI

Luminaires onto existing/new construction square and round poles with (2) mounting hole spaces between 2.4: to 4.6".

- Rugged, thick gauge steel plates with (1) fixed and (1) adjustable nut and mounting hardware.

- Bracket finished with LSI's DuraGrip polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.

COMPATIBLE FIXTURES



MRL/ZNL



MRM/ZNM



SLM/ZNX

TYPICAL ORDER EXAMPLE: BKS PQMH B2 SQ BLK

Prefix	Mounting	Pole Shape	Finish
BKS PQMH - Pole Quick Mount Bracket	B3B5 - 3" and 5" Drilling Pattern	SQ - Square	BRZ - Bronze
BKS PQMH15 - 15 Degree Tilt Pole Quick Mount Bracket	B2 - 2" Drilling Pattern	RND - Round	BLK - Black
			MSV - Metallic Silver
			GPT - Graphite
			WHT - White
			SVG - Satin Verde Green
			PLP - Platinum Plus



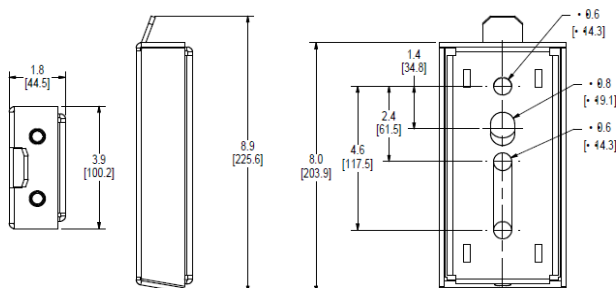
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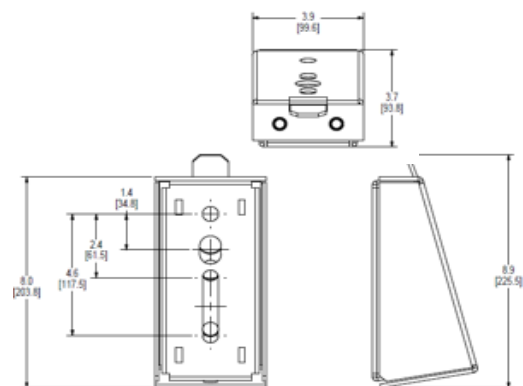


PRODUCT DIMENSIONS

PQMH Drill Pattern



PQMH15 Drill Pattern



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Page 1/1 Rev. 06/08/23
SPEC.1137.A.0623

Job Name : Village of Germantown - Highpoint
Manufacturer : LSI
Model Number : MRM LED 12L SIL 3 UNV DIM 40 70CRI BRZ

Datasheets
Type :
INCLUDED IN KIT



Catalog # : _____ Project : _____ Type : _____
 Prepared By : _____ Date : _____

Mirada Medium (MRM)

Turtle Friendly LED Area Light



OVERVIEW	
Lumen Package	2,000 - 4,000
Wattage Range	36 - 94
Efficacy Range (LPW)	42 - 72
Weight lbs(kg)	30 (13.6)

QUICK LINKS

[Ordering Guide](#)
[Performance](#)
[Photometrics](#)
[Dimensions](#)

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square or round poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 37 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, 5W, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Narrow Band amber LEDs.
- Integral louver (IL) and integral half louver (IH) options available for enhanced backlight control.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +40°C (-40° F to +104° F).
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion. Fixtures operate independently and can be commissioned via iOS or Android configuration app
- LSI's AirLink™ wireless control system options reduce energy and maintenance

costs while optimizing light quality 24/7. (see controls section for more details).

Installation

- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional 3" drill pattern B3 for easy fastening of LSI products.

Warranty

- LSI LED Fixtures carry a 5-year warranty.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant.
- Suitable for wet Locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)
- IK08 rated luminaire per IEC 66262 mechanical impact code



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Page 1/6 Rev. 09/26/23
 SPEC.1020.B.0422

Job Name : Village of Germantown - Highpoint
Manufacturer : LSI
Model Number : MRM LED 12L SIL 3 UNV DIM 40 70CRI BRZ

Datasheets
Type :
INCLUDED IN KIT

Mirada Medium Outdoor LED Area Light

Type: _____

 **Have questions?** Call us at (800) 436-7800

ORDERING GUIDE

[Back to Quick Links](#)

TYPICAL ORDER EXAMPLE: MRM LED 4L SIL FTA UNV DIM AMT ALSCS04 BRZ IL

Prefix	Light Source	Lumen Package	Lens	Distribution	Orientation ²	Voltage	Driver
MRM - Mirada Medium Area Light	LED	2L - 2,000 lms 4L - 4,000 lms Custom Lumen Packages¹	SIL - Silicone	2 - Type 2 3 - Type 3 5W - Type 5 Wide FT - Forward Throw FTA - Forward Throw Automotive AM - Automotive Merchandise	(blank) - standard L - Optics rotated left 90° R - Optics rotated right 90°	UNV - Universal Voltage (120-277V) HV - High Voltage (347-480V)	DIM - 0-10V Dimming (0-10%)

Color Temp	Finish	Options
AMT - Narrow Band Amber	BLK - Black BRZ - Dark Bronze GMG - Gun Metal Gray GPT - Graphite	MSV - Metallic Silver PLP - Platinum Plus SWG - Satin Verde Green WHT - White
		(Blank) - None IH - Integral Half Louver (Moderate Spill Light Cutoff) ² IL - Integral Louver (Sharp Spill Light Cutoff) ²

Controls (Choose One)

(Blank) - None

Wireless Controls System

ALSC - AirLink Synapse Control System

ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor

ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor

ALBCS1 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24' mounting height)⁵

ALBCS2 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)⁵

Stand-Alone Controls

EXT - 0-10v Dimming leads extended to housing exterior

CR7P - 7 Pin Control Receptacle ANSI C136.41⁶

IMSBTL1 - Integral Bluetooth™ Motion and Photocell Sensor (8-24' MH)⁵

IMSBTL2 - Integral Bluetooth™ Motion and Photocell Sensor (25-40' MH)⁵

Button Type Photocells

PCI120 - 120V

PCI208-277 - 208 - 277V

PCI347 - 347V



Need more information?

Click here for our glossary

Have additional questions?

Call us at (800) 436-7800



ACCESSORY ORDERING INFORMATION⁷

CONTROLS ACCESSORIES	
Order Number	Description
122514	PCI120 Photocell for use with CR7P option (120V) ⁸
122515	PC208-277 Photocell for use with CR7P option (208V, 240V, 277V) ⁸
122516	Twist Lock Photocell (347V) for use with CR7P ⁸
1225180	Twist Lock Photocell (480V) for use with CR7P ⁸
661409	AirLink 5 Pin Twist Lock Controller ⁸
661410	AirLink 7 Pin Twist Lock Controller ⁸
149328	Shorting Cap for use with CR7P

SHIELDING OPTIONS	
3" Single Shield	See Shielding Guide
3" Corner Shield	
3" C Shape Shield	
6" Single Shield	
6" Corner Shield	
6" C Shape Shield	

1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.

2. Not available with SW distribution

3. Consult Factory for availability.

4. Not available in HV.

5. Motion sensors are field configurable via an app that can be downloaded from your smartphone's native app store. See controls section for more details.

6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.

7. Accessories are shipped separately and field installed.

8. Factory installed CR7P option required. See Options.

9. "CLR" denotes finish. See Finish options.



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Page 2/6 Rev. 09/26/23

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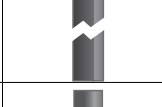
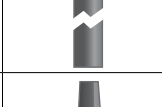
Datasheets
Type :
INCLUDED IN KIT

Mirada Medium Outdoor LED Area Light

Type: _____

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ACCESSORIES

MOUNTING ACCESSORIES		SHIELDING, POLES & MISC. ACCESSORIES	
Side Arm	Universal Mounting Bracket Mounts to $\approx 3"$ square or round (tapered/straight) poles with (2) mounting hole spaces between 3.5" to 5" Part Number: BKA UMB CLR		Shielding
	Quick Mount Plate True one person installation to existing/new construction poles with hole spaces between 2.4 to 4.6" Part Number: BKS PQM B3B5 XX CLR		
	15° Tilt Quick Mount Plate True one person installation to existing/new construction poles with hole spaces between 2.4 to 4.6" Part Number: BKS PQ15 B3B5 XX CLR		
Tenon / Slipfitter	Adjustable Slipfitter Mounts onto a 2" (51mm) IP, 2.375" (60mm) O.D. tenon and provides 180° of tilt (max 45° above horizontal) Part Number: BKA ASF CLR		Poles
	Square Tenon Top Mounts onto a 2" (51mm) IP, 2.375" (60mm) O.D. tenon and allows for mounting up to 4 luminaires Part Number: BKA XNM *		
	Square Internal Slipfitter Mounts inside 4" or 5" square pole and allows for mounting up to 4 luminaires Part Number: BKA X_ISF * CLR		
Wall Mount / Wood Pole	Wall Mount Bracket Mounts onto vertical wall surface (hardware/anchors not included) Part Number: BKS XB0 WM CLR		Misc.
	Wood Pole Bracket Mounts onto wooden poles (6" minimum OD, hardware/anchors not included) Part Number: BKS XB0 WP CLR		
		Integral Louver Field Install Integral Louver provides maximum backlight control by shielding each individual row of LEDs Part Number: 690981	
		Integral Half Louver Field Install Integral Half Louver provides great backlight control without impacting front side distribution. Part Number: 743415	
		External Shield External shield blocks view of light source from any side of luminaire, additional shielding configurations available Part Number: 783607BLK (3") / 776538BLK (6")	
		Square Poles 14 - 39" steel and aluminum poles in 4", 5" and 6" sizes for retrofit and new construction Part Number: 45Q/55Q/65Q	
		Round Poles 10 - 30" steel and aluminum poles in 4" and 5" sizes for retrofit and new construction Part Number: 4RP/SRP	
		Tapered Poles 20" - 39" steel and aluminum poles for retrofit and new construction Part Number: RTP	
		Bird Spikes 10' Linear Bird Spike Kit, 4' recommended per luminaire, includes silicone adhesive and application tool Part Number: 736795	
Replace CLR with paint finish description Replace XX with SQ for square pole or RD for round pole ($\approx 3"$ OD) Replace * with S (Single), D180 (Double @180°), D90 (Double @90°), T90 (Triple), Q90 (Quad) Replace _ with 4 (4" square pole) or 5 (5" square pole)			

Replace CLR with paint finish description

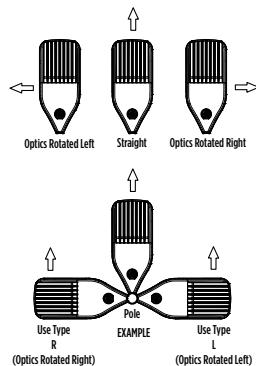
Replace XX with SQ for square pole or RD for round pole ($\approx 3"$ OD)

Replace _ with S (Single), D80 (Double @180°), D90 (Double @90°), T90 (Triple), Q90 (Quad)

Replace _ with 4 (4" square pole) or 5 (5" square pole)

OPTICS ROTATION

Top View



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Integral louver (IL) and half louver (IH) accessory shields available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (IL) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate

Luminaire Shown with Integral Louver (IL)



Luminaire Shown with IMSBTL Option



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with CR7P



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Page 3/6 Rev. 09/26/23
SPEC.1020.B.0422

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Mirada Medium Outdoor LED Area Light

Type: _____

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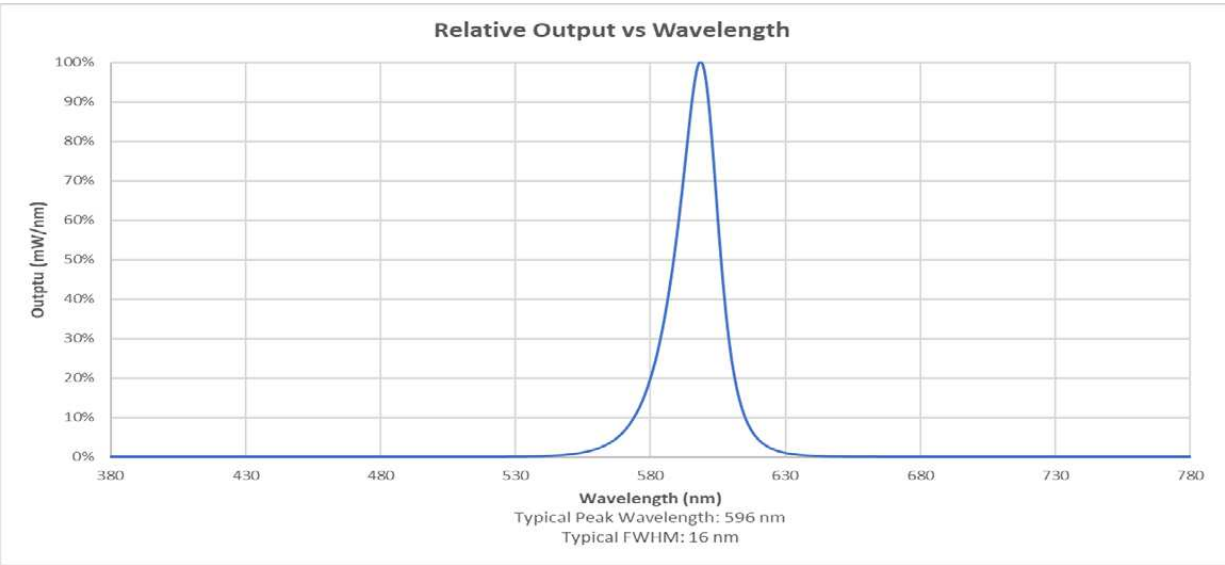
PERFORMANCE (CONT.)

DELIVERED LUMENS*					
Lumen Package	Distribution	Narrow Band Amber			Wattage
		Delivered Lumens	Efficacy	BUG Rating	
2L	2	2511	70	B1-U0-G1	36
	3	2600	73	B1-U0-G1	
	5W	2530	71	B2-U0-G1	
	FT	2599	73	B1-U0-G1	
	FTA	2514	70	B1-U0-G1	
	AM	2594	73	B1-U0-G1	
4L	2	3920	42	B1-U0-G1	94
	3	4059	43	B1-U0-G1	
	5W	3950	42	B3-U0-G1	
	FT	4058	43	B1-U0-G1	
	FTA	3925	42	B1-U0-G1	
	AM	4049	43	B1-U0-G1	

ELECTRICAL DATA (AMPS)*							
Lumens	Wattage	120V	208V	240V	277V	347V	480V
2L	36	0.30	0.17	0.15	0.13	0.10	0.07
4L	94	0.78	0.45	0.39	0.34	0.27	0.20

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%

*LEDs are frequently updated therefore values are nominal.



SPECTRAL PERFORMANCE VS LUMEN OUTPUT		
Lumen Package	Peak Wavelength	FWHM
	(nm)	(nm)
2L	594	15
4L	599	19



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Page 4/6 Rev. 09/26/23
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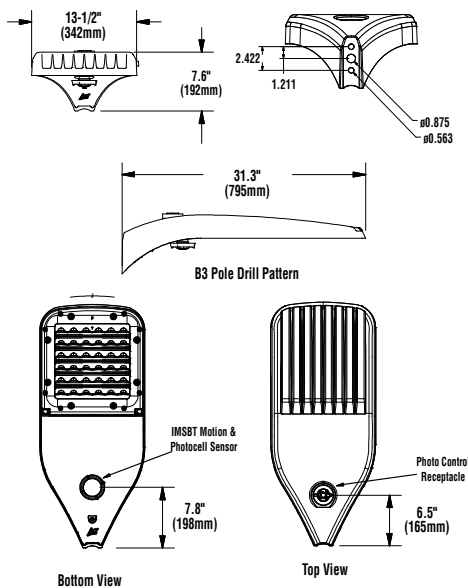
Type: _____

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PRODUCT DIMENSIONS

[Back to Quick Links](#)

LUMINAIRE EPA CHART - MRM									
Tilt Degree		0°	30°	45°	Tilt Degree	0°	30°	45°	
	Single	0.5	1.5	1.9		T90°	1.0	2.5	2.8
	D180°	1.0	1.5	1.9		TN120°	1.0	3.3	3.9
	D90°	0.8	1.9	2.3		Q90°	1.0	2.5	2.8



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Page 5/6 Rev. 09/26/23
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CONTROLS

[Back to Quick Links](#)

Integral Bluetooth™ Motion and Photocell Sensor (IMSBTxL)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is IP66 rated for cold and wet locations (-40°F to 167°F). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

[Click here to learn more details about IMSBT](#)



LEVITON App



Apple



Android

AirLink Blue (ALBCSx)

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

[Click here to learn more details about AirLink Blue](#)



AirLink Blue App



Apple

Sensor Sequence of Operations

Standard Programming	On Event	Off Event	On Light Level	Dim Light Level	Daylight Harvesting	Delay To Off	Sensitivity
OMSBTxL/IMSBTxL	Motion	No Motion	100%	N/A	On; Auto Calibration	20 minutes	High
OMS	Motion	No Motion	N/A	N/A	N/A	30 seconds	Auto

Operation	Description
On Event	Trigger that activates lights to turn on; either automatic via motion detected or manually activated via push of button.
Off Event	Trigger that activates lights to turn off; either automatic via no motion detected or manually activated via push of button.
On Light Level	The light level that the fixtures will turn on to when ON EVENT occurs.
Dim Light Level	The light level that the fixtures will dim down to when no motion is detected.
Delay to Dim	The amount of time after which no motion is detected that the fixtures will be triggered to dim down. This sequence is optional, and sensor can be programmed to only trigger the fixture to turn off by entering 100% in this field.
Delay to Off	The amount of time after which no motion is detected that the fixtures will be triggered to turn off. If delay to dim is part of the programmed functionality, this is the amount of time after which no motion is detected after the fixture have already dimmed down.
Sensitivity	The sensitivity can be set to high, medium, low, or auto where applicable. High will detect smaller, simple motions. Low will only detect larger more complex motions. Auto temperature calibration adjusts the PIR sensitivity as ambient temperature rises to increase detection of heat movement through the field of view.



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Page 6/6 Rev. 09/26/23
 SPEC.1020.B.0422

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: July 8, 2026

PLACEMENT: Action Item

ITEM TITLE: Adoption of the 2026 Wage and Equipment Rates

SUBMITTED BY: Timothy K. Zimmerman – Director of Public Works

SUMMARY EXPLANATION:

I am presenting for your review the 2026 Wage and Equipment Rates. These rates, once approved, are what the Village uses for bill-back for items such as accidents, development bill back, and cost estimating.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___X___
Wage and Equipment Tables

RECOMMENDATION:

It is my recommendation to send forward to the Village Board the 2026 Wage and Equipment Rates as presented.

COMMITTEE ACTION:

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

2026 Germantown Labor Rates

	Loaded	2025 Rate	Loaded	2026 Rate
Director of Public Works	\$86.17	\$99.10	\$82.40	\$94.76
Community Development Director	\$76.28	\$87.72	\$78.31	\$90.06
Village Engineer	\$76.80	\$88.32	\$78.90	\$90.74
Civil Engineer	\$42.55	\$48.93	\$49.91	\$57.40
Highway Superintendent	\$67.29	\$77.38	\$69.40	\$79.81
Water Subperintendent	\$65.99	\$75.89	\$67.70	\$77.86
Wastewater Superintendent	\$66.84	\$76.87	\$64.73	\$74.44
Highway Foreman	\$58.62	\$67.41	\$50.53	\$58.11
Water Foreman	\$53.93	\$62.02	\$56.76	\$65.27
Highway Operator	\$46.00	\$52.90	\$50.40	\$57.96
Utility Operator	\$46.00	\$52.90	\$51.92	\$59.71
Construction Inspection (In-house)	\$46.81	\$53.83	\$47.64	\$54.79
Record Drawing Document Prep (In-house)	\$46.81	\$53.83	\$61.84	\$71.12
Construction Inspection (contracted)	\$105.00	\$120.75	\$114.00	\$131.10
Construction Inspection Manager (contracted)	\$170.00	\$195.50	\$174.00	\$200.10
Land Surveyor (contracted)	\$100.00	\$115.00	\$130.00	\$149.50
DPW Clerical	\$35.07	\$40.33	\$36.20	\$38.01
Planning Clerical	\$31.09	\$35.75	\$43.64	\$50.19
Planning Associate	\$58.81	\$67.63	\$60.47	\$69.54

Loaded+ 15% = Rate

Contracted rates reflect 2026 prices plus 15%.

2026 Germantown Equipment Rates

EQUIPMENT DESCRIPTION	2025	2026
Liebherr Rubber-tire Excavator	\$83.59	\$86.10
Caterpillar Backhoe & Loader	\$49.35	\$50.83
Case/John Deer Loader	\$63.06	\$64.95

Case/John Deer Loader/Snow Plow	\$106.93	\$110.14
Case/John Deer Loader/Snow Blower	\$145.30	\$149.66
Single Axle Dump Truck (5yd)	\$45.23	\$46.59
Single Axle Dump Truck w/Plow/Aux. Wing/Sander	\$72.65	\$74.83
Tandem Axle Dump Truck	\$60.32	\$62.13
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$89.11	\$91.78
Quad Axle Dump Truck	\$104.55	\$107.68
1-Ton Patrol Truck (2-3 yd)	\$34.28	\$35.31
1-Ton Truck w/Plow	\$42.50	\$43.77
Truck w/Water Jetter w/Aux. Power Unit	\$68.53	\$70.59
Aerial Lift Truck	\$85.00	\$87.55
3500- Truck w/ Utility Box & Crane	\$68.96	\$71.03
Pickup Truck	\$26.73	\$27.53
Pickup Truck w/Plow	\$38.38	\$39.53
Self Propelled Vibrating Roller	\$52.09	\$53.65
Self Propelled Non-Vibratory Roller	\$47.97	\$49.41
185 cfm Air Compressor (Portable)	\$38.38	\$39.53
Street Sweeper 40 Hp w/Front Mounted Broom	\$50.72	\$52.24
Vacuum Sweeper	\$112.40	\$115.78
Sewer line Televising Truck	\$159.02	\$163.79
Combination Sewer Machine (pipe jetter & vac)	\$191.91	\$197.67
Mini Excavator	\$67.19	\$69.21
Skid Steer Loader w/Bucket	\$43.87	\$45.19
Skid Steer Loader w/Snow Blower/Broom	\$47.97	\$49.41
20" Enclosed Trailer	\$17.39	\$17.91
REX Valve Turner	\$96.22	\$99.11
10' Utility Trailer	\$13.91	\$14.33
		\$0.00
Tar Kettle	\$46.61	\$48.01
Motorized Mower (24" & Under)	\$18.18	\$18.72
Motorized Mower (25"-47")	\$25.37	\$26.13
Motorized Mower (48" & larger)	\$29.48	\$30.36
Tractor w/Sickle or Flail Mower	\$63.19	\$65.08
		\$0.00

Chain Saw	\$16.82	\$17.32
Hydraulic Saw	\$16.82	\$17.32
Hydraulic Pruner	\$16.82	\$17.32
Chipper	\$54.82	\$56.47
Generator (225 Kw)	\$78.13	\$80.48
Generator (Under 10 Kw)	\$34.28	\$35.31
Trailer Mounted Vacuum Excavator & Valve Turn	\$115.15	\$118.61
6 " Pump/Hose	\$42.50	\$43.77
4" Pump/Hose	\$35.64	\$36.71
3" Pump/Hose	\$29.48	\$30.36
		\$0.00
Barricades-----DAILY COST	\$4.12	\$4.24
Traffic Control Signs-----DAILY COST	\$2.06	\$2.12

NOTE: 2026 rates reflect a 3% increase of 2025 rates

**BUSINESS OF VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: July 20, 2026
AGENDA ITEM: Action
ITEM TITLE: Award of Construction Manager at Risk for New Police Department to
Moore Construction Services
SUBMITTED BY: Chief Patrick Merten
SUMMARY EXPLANATION:

Following the issuance of the Request for Proposals (RFP), the Police Department Working Group and the Owner's Representative conducted interviews with the three shortlisted Construction Manager at Risk (CMAR) firms on June 17, 2026.

Each firm was evaluated using a standardized scoring matrix based on the following criteria:

- Relevant Experience – 5 points
- Project Team – 30 points
- Pre-Construction Approach – 20 points
- Schedule and Logistics – 15 points
- Fee Proposal – 10 points
- Safety and Quality Management – 10 points
- Interview – 10 points

Five evaluators independently scored each firm. The individual scores were averaged to determine the final rankings. The results were as follows:

• Moore Construction Services	87.4	\$1,785,636.00
• Kraus-Anderson	80.0	\$1,924,088.00
• CG Schmidt	71.0	\$2,153,290.00

Based on the evaluation process, Moore Construction Services received the highest overall score, had the lowest fees, and is recommended for selection as the Village's Construction Manager at Risk.

The selected CMAR will join the project team at the 30% design milestone and provide pre-construction services, including cost estimating, scheduling assistance, constructability reviews, and construction phase management.

Working in collaboration with the Village, the Architect/Engineer, and the Owner's Representative, the CMAR will help ensure the project remains on schedule, within the proposed budget, and meets the operational, security, and functional requirements of a modern law enforcement facility.

The Building Construction Oversight Committee voted to recommend Moore Construction Services as the Construction Manager at Risk (CMAR) for the Village's new Police Department facility project.

The General Government and Finance Committee met on July 16, 2026 and reviewed the allocation of funds for Moore Construction Services for the Village's new police facility in the amount not to exceed \$1,785,636.00.

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER__X__

RECOMMENDATION:

A motion by the Village Board to approve the selection of Moore Construction Services to serve as the Construction Manager at Risk (CMAR) for the Village's new police facility project, and authorization for the Village Administrator and Village Attorney to negotiate and execute a contract for the services.

Village of Germantown, WI
New Police Department Facility Project

Comparison Summary of Construction Manager at Risk Proposals based on \$28M Construction Costs

Date: 7/10/2026

Summary prepared by MC Group, LLC

Compensation Summary		CG Schmidt	Moore Construction	Krause-Anderson
<u>Fees & Insurances</u>				
Pre-Construction Fees	\$ 20,000	LS	\$ 7,500	LS
Construction Fees (based on \$28M Construction Costs)	\$ 546,000	1.95%	\$ 630,000	2.25%
General Liability Insurance Cost	\$ 252,000	0.90%	\$ 210,000	0.75%
Payment & Performance Bond	\$ 210,000	0.75%	\$ 224,000	0.80%
Builder's Risk Insurance	By Owner		By Owner	
Total Fees & Insurances:	\$ 1,074,213		\$ 1,071,500	\$ 922,600
<u>Direct Cost Personnel</u> based on 14 months constr.				
Project Executive	\$ 48,950		Incl in CM Fee	Incl in CM Fee
Pre-Construction Manager/Estimators	Incl in Pre-Con		Incl in Pre-Con	Incl in Pre-Con
Project Manager	\$ 415,200		\$ 157,976	\$ 363,720
Assistant Project Manager/Engineer	\$ 159,830		\$ 8,360	---
Superintendent #1	\$ 370,566		\$ 303,800	\$ 363,720
Superintendent #2	---		\$ 173,600	---
General Superintendent	\$ 9,912		---	\$ 17,360
Safety Director/Manager	\$ 19,584		\$ 6,000	\$ 35,840
Project Administrator/Coordinator	\$ 29,750		---	\$ 67,894
Project Accountant	\$ 10,285		Incl in CM Fee	\$ 7,840
Total Direct Cost Personnel:	\$ 1,064,077		\$ 649,736	\$ 856,374
<u>Technology, Jobsite Office, Travel</u>				
Technology (Phones, Computers, Software, Internet, etc.)	Incl in Supv Rates		\$ 49,000	\$ 69,804
Document Software (ex: Submittal Exchange)	Incl in Supv Rates		Incl in Tech Costs	Incl in Tech Costs
Jobsite Office (Trailer, furniture, etc.)	\$ 15,000		\$ 15,400	\$ 21,000
Office Supplies, Postage, Misc Expenses	Incl in Jobsite Office		Incl in Jobsite Office	\$ 24,000
Travel, Subsistence, Mileage	Incl in Supv Rates		Incl in Supv Rates	Incl in Supv Rates
Vehicles	Incl in Supv Rates		Incl in Supv Rates	\$ 30,310
Total Technology, Jobsite Office, Travel:	\$ 15,000		\$ 64,400	\$ 145,114
<u>CM SPW General Requirements</u>				
General Requirements Labor	Incl in Bid Divisions		Incl in Bid Divisions	Incl in Bid Divisions
Small Tools, Storage Containers	Incl in Bid Divisions		Incl in Bid Divisions	Incl in Bid Divisions
Material Handling Equipment	Incl in Bid Divisions		Incl in Bid Divisions	Incl in Bid Divisions
Total CM SPW General Requirements:	\$ -		\$ -	\$ -
Note: Purchased services need not be listed as these items will be billed at cost as part of the Cost of the Work. These items include but are not limited to: Professional Surveying, Site fencing, Temporary Power/Light, Sanitation Units, Drinking Water, Dumpsters, Temporary Heat, Temporary Enclosures/Safety Rails, Temporary Roads, etc.				
Compensation Summary		CG Schmidt	Moore Construction	Krause-Anderson
GRAND TOTALS:	\$ 2,153,290		\$ 1,785,636	\$ 1,924,088
Rank:	3		Lowest	2
Differential \$ from low:	\$ 367,654			\$ 138,452
Differential % from low:	20.59%			7.75%
<u>Craft Labor Rates</u>				
Carpenter	\$ 129.00		By Bidders	\$ 80.36

COST PROPOSAL:

General Conditions

Phase Codes										
Superintendent #1			Superintendent 2			Laborer			Superintendent 3	
14 MONTHS			8 MONTHS			8 MONTHS			0 MONTHS	
60.76 WEEKS			34.72 WEEKS			34.72 WEEKS			0 WEEKS	
303.8 WORKING DAYS			173.6 WORKING DAYS			173.6 WORKING DAYS			0 WORKING DAYS	
COST CODE	DESCRIPTION	HR/DY	HR/WK	QTY	UNIT	LABOR UNIT PRICE	LABOR TOTAL	MATERIAL UNIT PRICE	MATERIAL TOTAL	TOTAL
01040	Superintendent #1	8		2430.40	HR	\$125.00	\$303,800	\$0.00	\$0	\$303,800
01040	Superintendent #2	8		1388.80	HR	\$125.00	\$173,600	\$0.00	\$0	\$173,600
01042	Safety Inspections	0		24.00	ALLOW	\$0.00	\$0	\$250.00	\$6,000	\$6,000
01046	Project Manager	4		1215.20	HR	\$130.00	\$157,976	\$0.00	\$0	\$157,976
01047	Assistant Project Manager	0.5		152.00	HR	\$55.00	\$8,360	\$0.00	\$0	\$8,360
01048	General Laborer	8		1388.80	HR	\$55.00	\$76,384	\$0.00	\$0	\$76,384
01050	Professional Surveying			1.00	ALLOW	\$0.00	\$0	\$35,000.00	\$35,000	\$35,000
01410	Testing Services			1.00	ALLOW	\$0.00	\$0	\$0.00	\$0	By Owner
01511	Temp. Electricity			12.00	Months	\$0.00	\$0	\$2,500.00	\$30,000	\$30,000
01513	Temp. Heating			5.00	Units	\$0.00	\$0	\$2,000.00	\$10,000	\$10,000
	Temp Heat Equip			5.00	EA			\$2,000.00	\$10,000	\$10,000
	Temp Dehumid Eq			0.00	EA			\$500.00	\$0	NA
01515	Temp. Water			12.00	WE	\$0.00	\$0	\$100.00	\$1,200	\$1,200
01516	Temp. Toilets			56.00	EA	\$0.00	\$0	\$110.00	\$6,160	\$6,160
01528	Temp Roads By Earthwork			0.00	LS	\$0.00	\$0	\$0.00	\$0	By Trade Pkg
01535	Construction Fencing			0.00	LF	\$0.00	\$0	\$8.00	\$0	By Trade Pkg
01560	Dumpsters			28.00	EA	\$0.00	\$0	\$550.00	\$15,400	\$15,400
01565	Snow Removal			1.00	ALLOW	\$0.00	\$0	\$10,000.00	\$10,000	\$10,000
01580	Project Signs			0.00	ALLOW		\$0	\$0.00	\$0	By Owner
01590	Field Office			14.00	MO	\$0.00	\$0	\$1,100.00	\$15,400	\$15,400
01600	Small Tools/Office Supplies			14.00	ALLOW	\$0.00	\$0	\$2,000.00	\$28,000	\$28,000
	Temp Enclosures			1.00	LS			\$0.00	\$0	By Trades
	Technology			14.00	mnths			\$3,500.00	\$49,000	\$49,000
01602	Equipment Rental Lift & Connex			14.00	Mnth	\$0.00	\$0	\$3,500.00	\$49,000	\$49,000
01710	Final Cleaning			0	SF	\$0.00	\$0	\$0.65	\$0	By Trade Pkg
	Floor Protection			0	SF			\$0.20	\$0	By Trade Pkg
TOTAL :							\$720,120		\$265,160	\$985,280

General Conditions: \$985,280
Pre-Construction Services Lump Sum Fee: \$7,500
Construction Management Fee: 2.25% (\$562,500)

Total: \$1,555,280

VILLAGE OF GERMANTOWN POLICE DEPARTMENT FACILITY



YOUR CONSTRUCTION PARTNER

Proposal for:

CONSTRUCTION MANAGEMENT SERVICES



FIRM PROFILE:

LEGAL NAME:

Moore Construction Services, LLC

ADDRESS:

W146 N5650 Enterprise Ave,
Menomonee Falls, WI 53051

TYPE OF ORGANIZATION:

Established Limited Liability Company

STAFF SIZE:

30

YEAR ESTABLISHED:

2007

SERVICES:

Pre-Construction
Construction Management

CONSULTANTS:

Siteguard Safety Services

AWARDS:**Daily Reporter**

Top Projects

Milwaukee Business Journal

Real Estate Awards
Best Places to Work
Largest Milwaukee-Area Construction Firms



Positively Impacting Lives

At Moore Construction Services we are driven by our mission of *Positively Impacting Lives*. Our partnership approach and how we engage with our customers, designers, subcontractors and employees is reflective of this mission, guiding every interaction and decision we make. It's what we strive for each and every day as we work to deliver meaningful, reliable outcomes for our clients and the communities we serve.



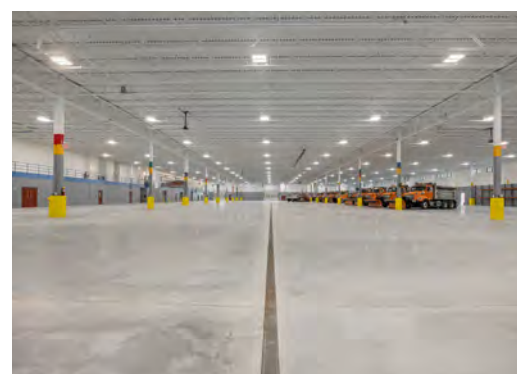
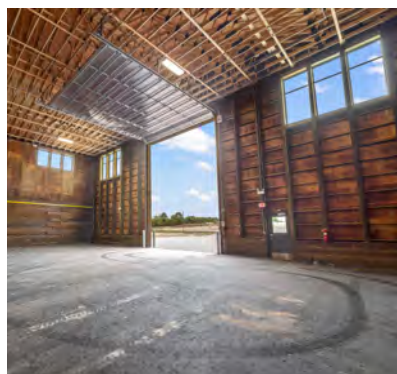
YOUR CONSTRUCTION PARTNER

VILLAGE OF GERMANTOWN DPW

GERMANTOWN, WI



YOUR CONSTRUCTION PARTNER



**CONSTRUCTION
MANAGEMENT**

The new Germantown Department of Public Works spans 141,000 sq. ft. across three buildings on a 37-acre site, consolidating the Village's operations under one roof and modernizing spaces for equipment, vehicles and staff. The site includes dedicated workshops for each division, drive-through truck wash bays, a state-of-the-art vehicle maintenance shop, dedicated fueling station, a yard waste collection and composting facility, and advanced brine making capabilities.

HARTFORD CITY HALL

HARTFORD, WI



**CONSTRUCTION
MANAGEMENT**

This project consisted of a 52,000 sq. ft. remodel of the existing city offices to create new spaces for City Hall & the Police Department, including a new 2,500 sq. ft. Sally Port addition. This project was completed in 3 phases to allow the city offices to remain open during construction.

JACKSON COMMUNITY CENTER

JACKSON, WI

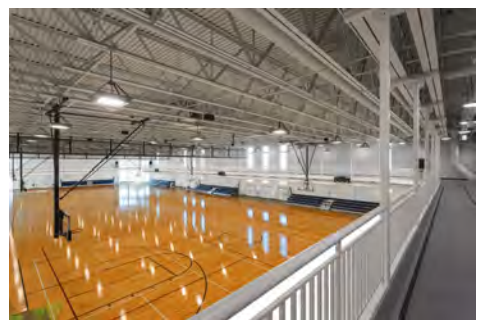


**CONSTRUCTION
MANAGEMENT**

A 9,840 sq. ft. addition and full renovation transformed the Jackson Community Center while keeping the facility open throughout construction. The project enhances a wide range of community offerings — including senior meals, business meetings, fitness classes, pickleball leagues, early education programs, youth services, and church gatherings.

NEW BERLIN ACTIVITY AND RECREATION CENTER PHASE II

NEW BERLIN, WI



**CONSTRUCTION
MANAGEMENT**

The second phase of the ARC is a 57,000 sq. ft addition includes an indoor gymnasium, sport courts, meeting spaces, concession area, elevated track & exercise space.

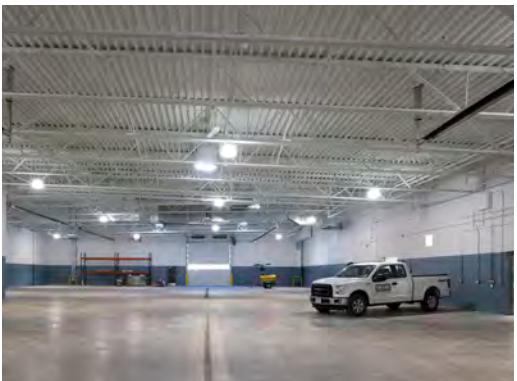
NEW BERLIN DPW
NEW BERLIN, WI



**CONSTRUCTION
MANAGEMENT**

Our team is partnering with Perspective Design and The City of New Berlin to add two 23,000 sq. ft. cold storage buildings to the 10 acre site for the city's new Department of Public Works.

NEW BERLIN UTILITIES
NEW BERLIN, WI



**CONSTRUCTION
MANAGEMENT**

The City of New Berlin remodeled 8,700 sq. ft. of their existing building and constructed a 25,000 sq. ft. addition. This addition included combining the offices, vehicle storage, and a workshop, in addition to centralizing the Water Utility Department to better serve its customers.

MICHAEL J. MOORE

PRESIDENT

EXPERIENCE

After a successful career in construction that spanned over three decades, Mike founded Moore Construction Services in 2007. His business acumen and commitment to exceptional project delivery has helped fuel the company's growth since its inception, earning multiple designations as one of the fastest growing companies in the region. Clients credit Mike's strong project management skills and abilities, his no nonsense approach to customer service, and his ability to assemble and organize highly efficient teams, as his primary keys to success. Most importantly, he commits to a true partnership approach on each and every project which supports the company's mission to positively impact lives. This commitment has earned him a strong reputation in the industry for achieving high quality results.

Mike's role as President of Moore Construction Services is to manage and mentor all team members while ensuring the client's goals are kept top of mind and achieved. With more than \$1 billion worth of commercial projects under his belt and experience in building a strong and successful business operation, Mike is a leader who achieves project success.

EDUCATION & AWARDS

University of Wisconsin-Stout, 1984

Bachelor of Science, Industrial Technology, Concentration in Building Construction
President Award, 2015 *The Chamber, Inc - Greater Menomonee Falls & Sussex* Captain of Industry, 2017, *The Chamber, Inc - Greater Menomonee Falls & Sussex* Future 50 Award 2017, 2018, 2019, 2021, 2022, 2023, 2024 *MMAC*
Fastest Growing Firm, 2018, 2019, 2020 *Milwaukee Business Journal*
Emerging Business of the Year, 2019, *The Daily Reporter*
Business Owner of the Year, 2019, *The Daily Reporter*
Humanitarian of the Year, 2021, *The Chamber, Inc - Greater Menomonee Falls & Sussex*
Best Places to Work, 2023, 2024, *Milwaukee Business Journal*

PROFESSIONAL AFFILIATIONS

University of Wisconsin - Stout

Industry Advisory - STEM College/Construction Program 2018-19 Committee Chair
Menomonee Falls Chamber of Commerce, 2013 President
Metropolitan Milwaukee Assoc. of Commerce, CEO Roundtable Facilitator
Catholic Memorial High School, Building Committee Chair
Menomonee Falls Chamber of Commerce, CEO Roundtable Facilitator
Froedtert Menomonee Falls Hospital, Foundation Board Member
UW Stout and The Chamber, Guest Speaker, Servant Leadership
Beyond Vision, Board Member
Acacia, Roundtable Facilitator



NOTABLE PROJECTS

COMMERCIAL PROJECTS

Ally's Bistro & Ally's Powerhouse
Alto-Shaam
Amazon DML6
Beyond Vision
Burghardt Sporting Goods
Chenequa Country club
Entrust Manufacturing
Five Star Manufacturing
Glenroy, Inc.
Moore Corporate Office
Server Products, Inc.
Standard Electric Supply
Village of Germantown DPW
Westmoor Country Club
Yerkes Observatory

INSTITUTIONAL PROJECTS

Carroll University
Catholic Memorial High School
Crossroads Community Church
Fox Point Lutheran Church
Germantown DPW
Hartford City Hall & Police Station
Holy Apostles Adoration Chapel
Menomonee Falls School District
New Berlin Utilities
New Berlin Historical Museum
New Berlin DPW
New Berlin Activity and Recreation Center
Rogers Behavioral Health
St. Dominic Church and Gym
Waukesha School District
Wauwatosa Ave. United Church

MULTI-FAMILY PROJECTS

Arrabelle Apartments
Drexel Ridge Apartments Phase II
Orchard Hills
SoNa Lofts
Tennessen Flats & Fussville Market
The Westerly Senior Living



TOM SMITH, LEED AP

EXECUTIVE VICE PRESIDENT

EXPERIENCE

Tom is a highly-respected construction industry executive with 40+ years of project management experience in a variety of building types of all sizes and complexities. His forte is the ability to engage early on a project so he can establish a strong foundation by accurately estimating, budgeting and scheduling the project in real time. Once these preconstruction activities are complete and the goals for the project are established, Tom oversees the project managers and other team members to ensure they carry out all construction activities in a first-class manner. His guidance, knowledge and support enhance the entire building process and give owners the assurance that a successful outcome will be achieved.

Tom's core areas of expertise include commercial office, industrial, healthcare, multi-family housing, senior living and hospitality/retail. In these areas, he managed over \$1 billion worth of construction on hundreds of projects.

EDUCATION & TRAINING

University of Wisconsin - Madison 1983

Bachelor of Science, Construction Management

Icon of the Industry, 2020, *The Daily Reporter*

PROFESSIONAL AFFILIATIONS

American Institute of Constructors

City of Waukesha, Member of the Board of Appeals

NAIOP - Wisconsin

Project Management Institute

Wisconsin Green Building Alliance

WasteCap Wisconsin

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Alto-Shaam
Amazon DML6
Beyond Vision
Burghardt Sporting Goods
Copart, Inc.
Five Star Fabrication
Lynch Truck Center
Metal Era
Orthopaedic Associates of Wisconsin
Tesla, Inc.
Westmoor Country Club

INSTITUTIONAL PROJECTS

City of New Berlin
Fox Point Lutheran Church
Germantown DPW
Jackson Community Center
Innovation Station
Mequon-Thiensville Community Promenade
Primrose School of Brookfield
Rogers Behavioral Health
Victory Christian Academy
Wauwatosa School District
Yerkes Observatory

MULTI-FAMILY PROJECTS

Arrabelle Apartments
Drexel Ridge Apartments Phase II
Cedar Community
Norden Range Apartments
Orchard Hills Apartments
SoNa Lofts
The Emree
The Granary
The Margeurite Apartments
The Westerly
Tennessen Flats & Fussville Market



KATHRYN SULLIVAN

ESTIMATOR / PROJECT MANAGER

EXPERIENCE

Working in the industry for a decade, she has experience managing a variety of complex projects in commercial, industrial, educational, and religious industries.

Kathryn is responsible for managing the planning, schedule preparation, resource allocation, bid tracking and forecasting on her projects. Her supportive and friendly demeanor, as well as passion for the industry, helps ensure project success.

EDUCATION & TRAINING

Milwaukee School of Engineering

Bachelor of Science in Construction Management

Project Manager of the Year, 2025, Daily Reporter

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Aurora Clinic Rehabilitation Wing
Aurora Clinic First Floor
Beyond Vision- VisABILITY Center
Mica Tool
National Business Furniture
Siebert Lutheran Foundation Office
TCI

INSTITUTIONAL

Germantown DPW
Hope Church
Lynch, Waterford
Marian Milwaukee
MIAD 4th Floor
MSOE STEM Center
MSOE Baseball Fields
Rogers Behavioral Health
Ridge Community Church, Greenfield
Ridge Community Church, Oak Creek
Southbrook Church
Salem Lutheran Church

MULTI-FAMILY

Point Place
Mammoth Springs
Menomonee Falls Mixed-Use
St. Mary of the Hill



JASON BIVER

SENIOR PROJECT SUPERINTENDENT

EXPERIENCE

Jason's expertise in construction and facilities management encompasses more than thirty years of supervising building projects of all sizes and types throughout Southeastern Wisconsin. Currently, Jason's focus is on commercial and industrial projects that are complex and have many stakeholders.

On the jobsite, Jason is successful at problem solving and running an efficient program to achieve client objectives. He manages daily on-site operations and oversees subcontractor work, monitoring all construction-related tasks so they are accomplished safely, within the approved schedule and in a high-quality manner that is representative of Moore Construction Services. Jason is an aggressive project advocate, a self-starting leader with high standards and has the expertise needed to turn challenges into positive results.

EDUCATION & TRAINING

OSHA 10 Hour Certification, 2009

Uniform Dwelling Code Training, 2006

Managing Exterior Moisture Course, 2005

Rough Terrain Telescopic (Fork Lift) Certification (OSHA 1926.602), 2000 & 2011

Basic Supervision Course, 1999

Completed Course of Facilities Management, 1998

Completed C.P.O Course, Cert.#85-54750, 1996

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Amazon DML6
Chicago Tube & Iron
Copart, Inc.
Create-A-Pack
Entrust
Five Star Fabricating
Gray & Associates Law Offices
Harken
Ingeteam
Kapco
Lake Geneva Yacht Club
Landmark Credit Union
Metal Era
River Glen
Rogers Behavioral Health
Rosendale Biodigester (BD2)
Sendik's Grocery Stores
Standard Electric Supply
Tesla, Inc.

INSTITUTIONAL PROJECTS

St. Anthony on the Lake
Trek
University of Wisconsin Oshkosh
Catholic Memorial High School -
Sullivan Campus



LEE DUHS

ASSISTANT PROJECT SUPERINTENDENT

EXPERIENCE

As an Assistant Project Engineer, Lee supports our project superintendents by managing trade coordination, overseeing punch lists, and maintaining the electronic documentation required for each project.

His experience in the industry has given him the tools to succeed on the jobsite as a passionate team player with a proactive approach.

NOTABLE PROJECTS

COMMERCIAL PROJECTS

Amazon
Tesla, Inc.
Five Star Fabricating
Germantown DPW
Glenroy
Burgardt Sporting Goods
New Berlin ARC

MULTI-FAMILY / SENIOR LIVING

Orchard Hills
White Oaks
The Granary
Arrabelle
SoNa Lofts

INSTITUTIONAL

Catholic Memorial High School
Fox Point Lutheran Church
Holy Apostles
St. Joan Antida
St. Mary of the Hill

EDUCATION & TRAINING

University of Wisconsin Parkside
Bachelor of Science, Sports Management

OSHA 10 Hour Certification

PROJECT APPROACH

Moore Construction Services was part of a team, along with Graef and PRA, to assess the Village's Public Safety Building options. As part of this effort, we toured the existing facilities, interviewed key staff members, and developed design concepts and budgets for both co-site and separate site locations, ultimately producing a final report that was presented to the Village Board.

This experience has provided Moore Construction Services with in-depth knowledge of the project approach. In addition, we recognize that this project involves specialized components—such as utility extensions and a live-fire training range—that require thoughtful integration with the overall facility, site, and operations. Our team approaches these elements with an emphasis on early coordination, safety, regulatory compliance, and long-term functionality. We work closely with the Village, design team, and stakeholders to ensure all systems are aligned, constructible, and executed with minimal disruption.

UTILITY EXTENSION:

Our approach to utility extensions focuses on early identification, coordination, and seamless integration with existing infrastructure.

- ✓ Collaborate with the civil engineer, utility providers, and design team early in the design phase to confirm routing, capacity, and connection requirements
- ✓ Identify potential conflicts or constraints and develop solutions proactively to avoid delays during construction
- ✓ Incorporate utility work into the overall project schedule and phasing plan to maintain continuity of service where required
- ✓ Create a separate bid package for utility work to support clear scope definition and coordination with trade partners
- ✓ Coordinate closely with subcontractors and local authorities to ensure compliance with all permitting and inspection requirements
- ✓ Monitor installation activities in the field to confirm alignment with design intent and regulatory standards
- ✓ Coordinate daily with subcontractors through on-site supervision to align field activities with project goals

PROJECT APPROACH

LIVE-FIRE RANGE INTEGRATION:

Our approach to the live-fire range integration focuses on early coordination, clear delineation of responsibilities, and ensuring all specialized systems are fully aligned with building infrastructure. Given the complexity of range systems and the likelihood of multiple contractors, we prioritize proactive collaboration and dedicated oversight to support proper installation, performance, and final commissioning.

- ✓ A key part of the live-fire range integration is coordinating with the building's HVAC systems. Because this project will go through a public bidding process, there's a good chance the range contractor and HVAC contractor will be different teams. To ensure both systems tie together properly, we would recommend a budget line item for a third-party specialist to assist with overseeing the installation and providing the final commissioning of the systems
- ✓ Partner with the design team and specialty consultants to fully understand performance, safety, and acoustic requirements
- ✓ Coordinate structural, mechanical, and ventilation systems to support proper operation and safety standards
- ✓ Ensure all materials, assemblies, and systems meet applicable codes, certifications, and operational requirements
- ✓ Integrate range construction into the overall sequencing and phasing plan to maintain safety and quality control
- ✓ Maintain strict adherence to safety protocols during construction, recognizing the specialized nature of this environment

COST PROPOSAL:

General Conditions

Phase Codes										
Superintendent #1			Superintendent 2			Laborer			Superintendent 3	
14 MONTHS			8 MONTHS			8 MONTHS			0 MONTHS	
60.76 WEEKS			34.72 WEEKS			34.72 WEEKS			0 WEEKS	
303.8 WORKING DAYS			173.6 WORKING DAYS			173.6 WORKING DAYS			0 WORKING DAYS	
COST CODE	DESCRIPTION	HR/DY	HR/WK	QTY	UNIT	LABOR UNIT PRICE	LABOR TOTAL	MATERIAL UNIT PRICE	MATERIAL TOTAL	TOTAL
01040	Superintendent #1	8		2430.40	HR	\$125.00	\$303,800	\$0.00	\$0	\$303,800
01040	Superintendent #2	8		1388.80	HR	\$125.00	\$173,600	\$0.00	\$0	\$173,600
01042	Safety Inspections	0		24.00	ALLOW	\$0.00	\$0	\$250.00	\$6,000	\$6,000
01046	Project Manager	4		1215.20	HR	\$130.00	\$157,976	\$0.00	\$0	\$157,976
01047	Assistant Project Manager	0.5		152.00	HR	\$55.00	\$8,360	\$0.00	\$0	\$8,360
01048	General Laborer	8		1388.80	HR	\$55.00	\$76,384	\$0.00	\$0	\$76,384
01050	Professional Surveying			1.00	ALLOW	\$0.00	\$0	\$35,000.00	\$35,000	\$35,000
01410	Testing Services			1.00	ALLOW	\$0.00	\$0	\$0.00	\$0	By Owner
01511	Temp. Electricity			12.00	Months	\$0.00	\$0	\$2,500.00	\$30,000	\$30,000
01513	Temp. Heating			5.00	Units	\$0.00	\$0	\$2,000.00	\$10,000	\$10,000
	Temp Heat Equip			5.00	EA			\$2,000.00	\$10,000	\$10,000
	Temp Dehumid Eq			0.00	EA			\$500.00	\$0	NA
01515	Temp. Water			12.00	WE	\$0.00	\$0	\$100.00	\$1,200	\$1,200
01516	Temp. Toilets			56.00	EA	\$0.00	\$0	\$110.00	\$6,160	\$6,160
01528	Temp Roads By Earthwork			0.00	LS	\$0.00	\$0	\$0.00	\$0	By Trade Pkg
01535	Construction Fencing			0.00	LF	\$0.00	\$0	\$8.00	\$0	By Trade Pkg
01560	Dumpsters			28.00	EA	\$0.00	\$0	\$550.00	\$15,400	\$15,400
01565	Snow Removal			1.00	ALLOW	\$0.00	\$0	\$10,000.00	\$10,000	\$10,000
01580	Project Signs			0.00	ALLOW		\$0	\$0.00	\$0	By Owner
01590	Field Office			14.00	MO	\$0.00	\$0	\$1,100.00	\$15,400	\$15,400
01600	Small Tools/Office Supplies			14.00	ALLOW	\$0.00	\$0	\$2,000.00	\$28,000	\$28,000
	Temp Enclosures			1.00	LS			\$0.00	\$0	By Trades
	Technology			14.00	mnths			\$3,500.00	\$49,000	\$49,000
01602	Equipment Rental Lift & Connex			14.00	Mnth	\$0.00	\$0	\$3,500.00	\$49,000	\$49,000
01710	Final Cleaning			0	SF	\$0.00	\$0	\$0.65	\$0	By Trade Pkg
	Floor Protection			0	SF			\$0.20	\$0	By Trade Pkg
TOTAL :							\$720,120		\$265,160	\$985,280

Pre-Construction Services Lump Sum Fee: \$7,500
Construction Management Fee: 2.25%

COST MANAGEMENT

Our approach to cost management and procurement emphasizes transparency, early collaboration, and disciplined planning. We work closely with the Village, design team, and trade partners to ensure pricing aligns with project goals and supports informed decision-making throughout the process.

BIDDING AND PROCUREMENT METHODOLOGY:

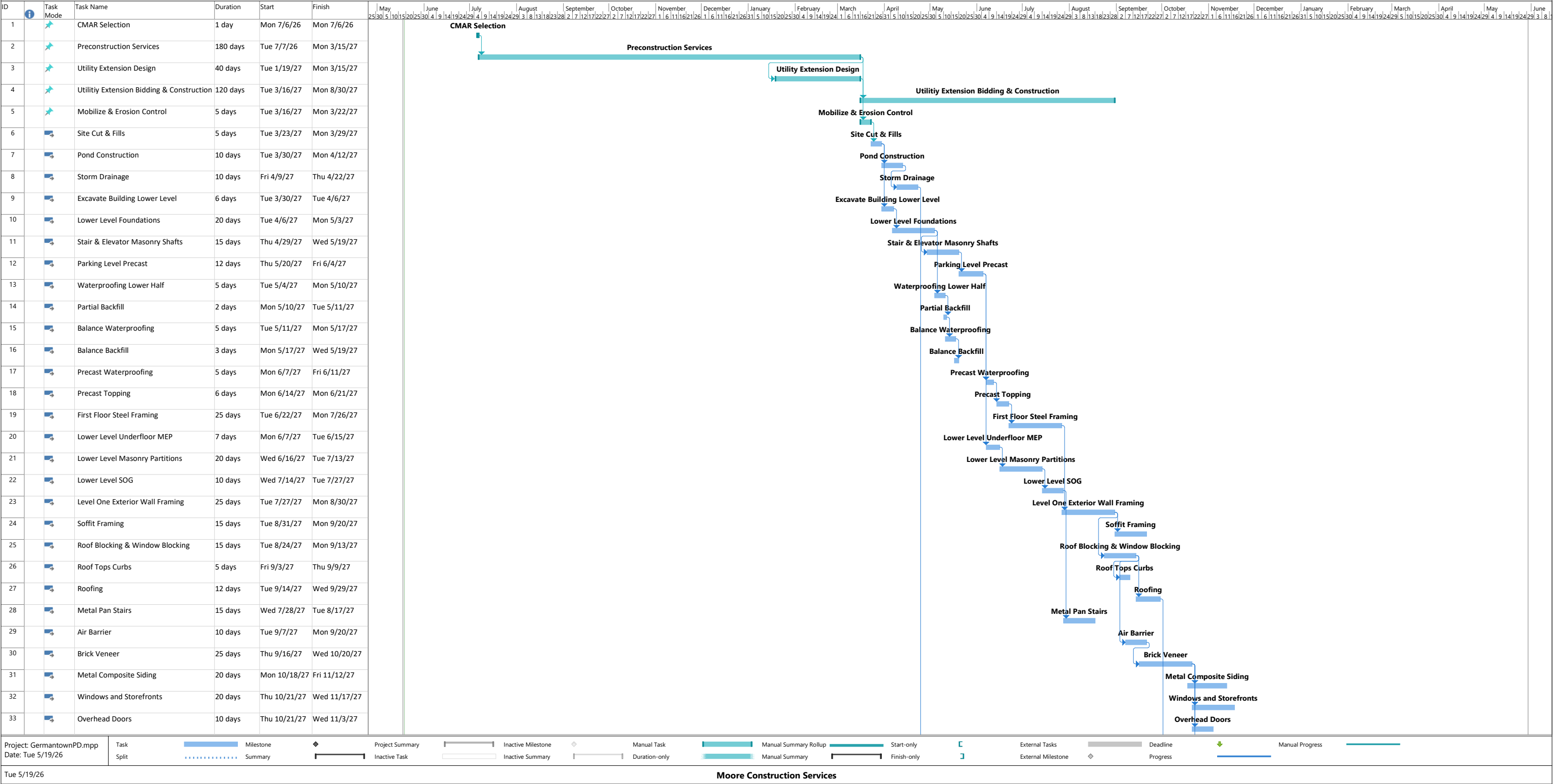
Moore Construction Services utilizes a structured, transparent bidding and procurement process that emphasizes early trade partner engagement, competitive pricing, and alignment with project goals ensuring we meet Wisconsin state statutes for public bidding.

- ✓ Develop comprehensive bid packages that clearly define scope, expectations, and project requirements
- ✓ Prequalify subcontractors to ensure experienced, capable trade partners aligned with project needs
- ✓ Solicit competitive bids across all trades to achieve best value while maintaining quality standards
- ✓ Conduct thorough bid leveling and scope comparisons to ensure consistency and completeness
- ✓ Facilitate bid review meetings with the project team to evaluate pricing, scope coverage, and qualifications
- ✓ Identify opportunities for scope refinement or value optimization prior to award
- ✓ Coordinate subcontractor onboarding, including contract execution, schedule alignment, and safety requirements
- ✓ Maintain clear and consistent communication with all bidders throughout the procurement process to ensure transparency and accountability

GMP DEVELOPMENT APPROACH:

Our Guaranteed Maximum Price (GMP) development process is collaborative, transparent, and rooted in real-time cost awareness. We work closely with the Village and design team to develop a GMP at 60% to 90% CDs that reflects a complete, well-understood scope aligned with project objectives.

- ✓ Provide ongoing cost input throughout design to track budget alignment as decisions are made
- ✓ Develop detailed estimates at key design milestones, incorporating subcontractor and supplier input for accuracy
- ✓ Reconcile estimates with the design team to ensure alignment between scope, budget, and project expectations
- ✓ Clearly identify allowances, contingencies, and potential cost risks within the GMP
- ✓ Communicate the cost impacts of design changes in real time and recommend alternatives when appropriate
- ✓ Engage trade partners early to validate pricing, identify efficiencies, and confirm constructability
- ✓ Present a fully detailed GMP that is transparent, comprehensive, and supported by market-based pricing
- ✓ Continue to actively manage costs throughout construction to maintain alignment with the GMP



Village of

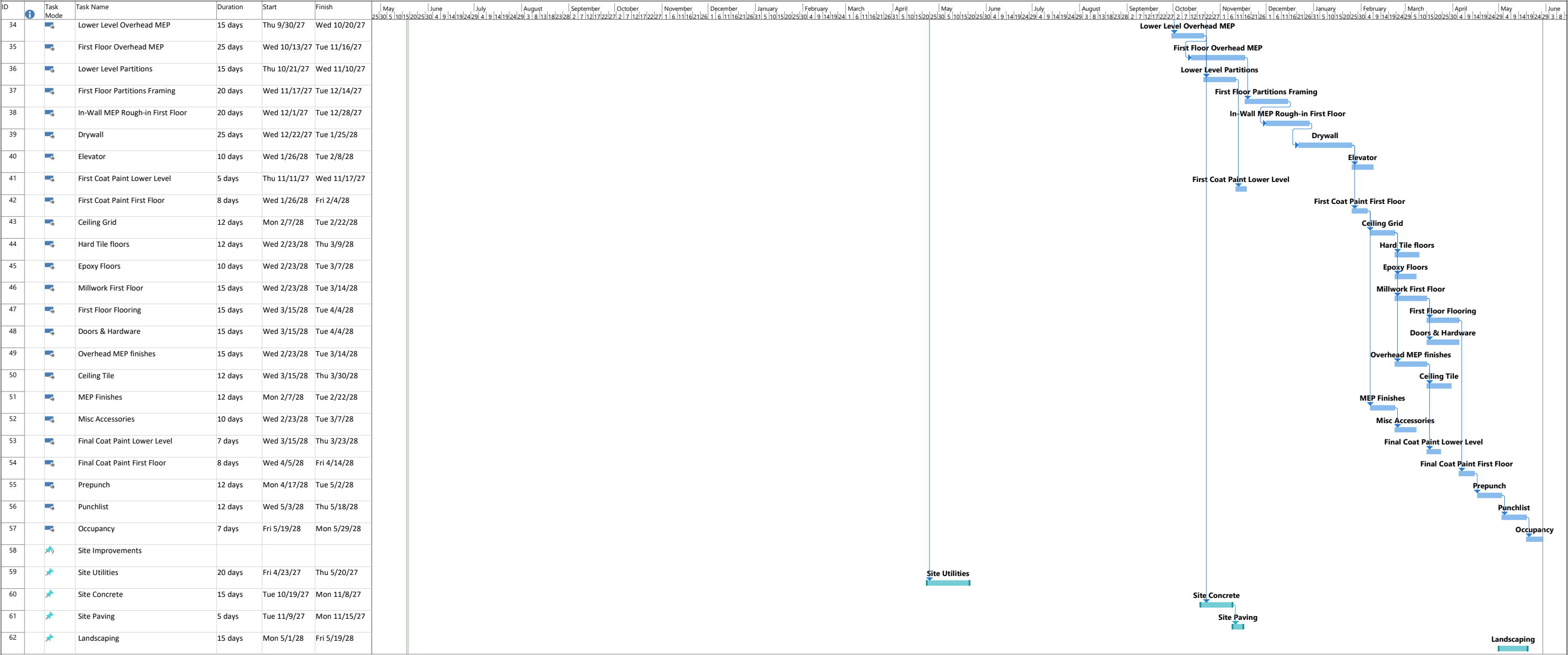
Germantown

Village of Germantown

Police Department



YOUR CONSTRUCTION PARTNER



PROOF OF INSURANCE AND BOND ABILITY



Phil Lazarski
Bond Manager
2100 Stewart Ave
Suite 235
Wausau, WI 54401
(715) 688-9888

May 18th, 2026

Contractor: Moore Construction Services, LLC

Project: Village of Germantown Police Department Facility
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

To Whom It May Concern:

Moore Construction Services, LLC is a highly valued customer of Liberty Mutual Insurance Company. We consider Moore Construction Services, LLC to be a financially sound and well-managed company

Liberty Mutual Insurance Company is willing to extend surety credit to Moore Construction Services, LLC in the amount of \$75,000,000 for single projects with an aggregate bonding limit of \$150,000,000.

Liberty Mutual Insurance Company reserves the right to perform normal underwriting at the time of any request including, but not limited to, a review of contract documents and bond forms, confirmation of project financing, and a review of any other pertinent underwriting documents.

This letter is not an assumption of liability nor is it a bond. Any arrangement for bonds is a matter between Moore Construction Services, LLC and Liberty Mutual Insurance Company. We assume no liability to you or to third parties if for any reason we do not supply said bond or bonds.

Liberty Mutual Insurance Company is listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570). Liberty Mutual Insurance Company is licensed to transact business in all states and many international jurisdictions and has a rating of "A" and a financial size category of "XV" in the A.M. Best's Insurance Guide.

Sincerely,

A handwritten signature in black ink that reads "Phil Lazarski".

Phil Lazarski AFSB
Liberty Mutual Surety

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 29 day of May in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Village of Germantown
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022

and the Construction Manager:
(Name, legal status, address, and other information)

Moore Construction Services, LLC
W146 N5650 Enterprise Avenue
Menomonee Falls, WI 53051

for the following Project:
(Name, location, and detailed description)

New Village of Germantown Police Department Facility
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

The Architect:
(Name, legal status, address, and other information)

FGM Architects
219 N Milwaukee St Unit 325
Milwaukee, WI 53202

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT C CERTIFICATE OF INSURANCE

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Construction of a new, approximately 64,500 to 66,500 square foot Police Department facility. The project includes the complete replacement of existing facilities and a substantial 2,500-foot sanitary sewer and water main extension.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

See Exhibit A - Guaranteed Maximum Price Amendment TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

❖ All Dates are based on Moore Construction Services Preliminary Schedule. These dates are not final until all design and permitting are completed.

❖

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

None

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Patrick J Merten, Chief of Police
Email: pmerten@germantownpolicewi.gov
Office: 262.253.7788
Village of Germantown
N112W16877 Mequon Rd.
P.O. Box 337
Germantown, WI 53022

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

«None»

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

«»

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Andrew Mayo
Email: andrewm@fgmarchitects.com
Office: 414-346-7284
FGM Architects
219 N Milwaukee St Unit 325
Milwaukee, WI 53202

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Kathryn Sullivan, Project Manager
Email: kathryn@moore-cs.com
Office: 262-922-1609
Cell: 414-477-3662
Jason Biver, Senior Project Superintendent
Email: jason@moore-cs.com
Cell: 414-254-7476
Moore Construction Services, LLC
W146 N5650 Enterprise Avenue
Menomonee Falls, WI 53051

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

None

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall

appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.4 Wisconsin Public Bid Laws

The parties acknowledge that the Village of Germantown, as a Wisconsin municipal corporation, is subject to the requirements of the Wisconsin Public Bid Law, including, but not limited to Wis. Stats. §62.15. As a result, the construction activities of this project will need to be publicly bid following the requirements of the Wisconsin Public Bid Law. The parties further acknowledge that to the extent that the terms of the Contract are inconsistent with the requirements of the Public Bid Law, the terms of the Public Bid Law will control and will be applicable to the performance of this Contract.

§ 2.5 CM Self-Performed Work

Moore Construction Services, LLC acknowledges that it will not be self-performing any of the construction services associated with this project. To the extent that the terms of this Contract provide otherwise, those provisions are deemed stricken from this Contract.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with

the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Construction Manager agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Construction Manager shall procure the items on terms and conditions acceptable to the Owner and Construction Manager. Upon the establishment of the Final Guaranteed Maximum Price, all contracts for these items shall thereafter be made a part of the Final GMP.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. However, nothing in this Section is intended to impose liability on Construction Manager for any failure of the Drawings and Specifications to conform with applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities, as this is solely the Architect's responsibility, but the construction manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such for mas the Architect may require.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Owner reserves the right to accept or reject any bid that is in the best interest of the Village of Germantown.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications

contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted.

§ 3.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 3.3.2.3 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

If the project is cancelled before it moves into the construction phase, our preconstruction services fee is \$7,500.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «Forty-Five» («45») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % Per Month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee. It is anticipated that the total fee will be amended as additional phases progress. For example, the initial Guaranteed Maximum Price Addendum

(Exhibit A) includes the bids for the set earthwork and long lead time items. As other portions are bid, Exhibit A is intended to be amended with the additional bids.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

[2.25%] of the Cost of Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Construction Manager's Fee shall be proportionately adjusted by Change Orders.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «One Hundred » percent (« 100» %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

None

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

The term Cost of the Work shall mean cost necessarily incurred by the Construction Manager in the performance of the Work. The Scope of the Work and costs associated are shown on the Preliminary Budget Summary as shown on Exhibit C, which may be amended upon agreement of the parties.

§ 7.2 Labor Costs

N/A

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

N/A

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

N/A

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

N/A

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.2 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.3 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Construction Manager shall self-perform the following scopes of Work on a lump-sum basis: general conditions. Unless otherwise agreed after execution of this Agreement, all other portions of the Work shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Information obtained during audits and audit results shall be considered confidential proprietary information of the Construction Manager and shall be treated and maintained as such by the Owner and its accountants.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Payment shall be made on or before the date which is thirty (30) days following the date Owner receives such Progress Invoice. If Payments are made by wire transfer to an account or accounts designated by Design-Builder to Owner. Wiring information shall be provided by Construction Manager's Financial Representative (identified below) in writing and confirmed by telephone conversation with Owner's Financial Representative (identified below) prior to the first payment being made. Thereafter, no changes to the method of payment or account designated for the receipt of payment shall be effective unless the aforementioned procedure is strictly followed. Owner shall be responsible for all damages suffered by Owner as a result of a failure to follow these procedures and shall not be relieved of its obligation to make payment to Construction Manager in the event that Owner's failure to follow these procedures results in Owner making payment to an account other than the account designated by Construction Manager for

payment.

Owner's Financial Representative:

Name: Dianne Robertson

Company: Village of Germantown

Phone: 262-250-4777

Construction Managers Financial Representative:

Name: Amy McBain

Company: Moore Construction Services:

Phone: 262-345-1280

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «30th» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than the («30th») day of the following month.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit (i) such evidence as may be necessary to demonstrate costs incurred or to be incurred by the Construction Manager on account of the Cost of the Work during the current month; and (ii) the Construction Manager's Unconditional Partial Waiver of Lien certified through the date of the prior month's Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

2.5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, insurance, permits, impact fees, permanent utility charges, material purchases & Construction Manager's Fee

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall unless Owner has a reasonable objection be made no later than 30 days after the issuance of the:

Occupancy Permit

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable

thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.5 % per month

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Intentionally Omitted.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☒ Other: *(Specify)*

« »

The prevailing party in any litigation hereunder shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, as determined by the court.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

If the Project is 0-25% complete: 20% of the value of the Work not performed
If the Project is 26-50% complete: 15% of the value of the Work not performed
If the Project is 51-75% complete: 10% of the value of the Work not performed
If the Project 76-100% complete: 5% of the value of the Work not performed

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase – See Exhibit D

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in Exhibit D and elsewhere in the Contract Documents.

§ 14.3.2.1 Intentionally Omitted.

§ 14.4 Notice may be provided in electronic format as set forth below:

If to Owner: pmerten@germantownpolicewi.gov

If to Construction Manager: kathryn@moore-cs.com

§ 14.5 Other provisions:

Construction Manager understands and agrees that the Owner is a municipal entity and therefore, is subject to the Public Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Construction Manager shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the Owner. These records, drawings, reports, etc. may be used without restriction by the Owner for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation for liability to the Construction Manager, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

To the fullest extent allowable by law, the Construction Manager hereby indemnifies and shall defend and hold harmless the Owner, its elected and appointed officials, officers, employees or authorized representative or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the Construction Manager or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the Owner. The Construction Manager's aforesaid indemnity and old harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence or willful misconduct of the Owner or of the Owner's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 Exhibit B – FGM Drawings TBD
- .4 Exhibit C - Preliminary Budget Summary TBD
- .6 Exhibit D – Certificate of Insurance TBD
- .7 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .8 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

«N/A»

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

- .10 Owner hereby gives Moore Construction Services the permission to use all images (construction photos and or staff), in any media for any purposes which may include but not limited to advertising, promotion, marketing and packaging for any product or services. Owner agrees that the images may be combined

with other images, text and/or graphics and cropped, altered or modified and reused at the sole discretion of Moore Construction Services. Owner agrees that Owner has no rights to the images, unless purchased directly from the photographer.

This Agreement is entered into as of the day and year first written above.

OWNER

MOORE CONSTRUCTION SERVICES, LLC



OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

BY: Michael J. Moore, President

(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:52:12 CDT on 05/28/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 29 day of May in the year 2026

Village of Germantown

N112 W17001 Mequon Rd.

P.O. Box 337

Germantown, WI 53022

Moore Construction Services, LLC

W146 N5650 Enterprise Avenue

Menomonee Falls, WI 53051

New Village of Germantown Police Department Facility

N122W17177 Fond du Lac Avenue

Germantown, WI 53022

FGM Architects

219 N Milwaukee St Unit 325

Milwaukee, WI 53202

PAGE 2

1—— INITIAL INFORMATION

2—— GENERAL PROVISIONS

3—— CONSTRUCTION MANAGER'S RESPONSIBILITIES

4—— OWNER'S RESPONSIBILITIES

- 5—— COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6—— COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7—— COST OF THE WORK FOR CONSTRUCTION PHASE
- 8—— DISCOUNTS, REBATES, AND REFUNDS
- 9—— SUBCONTRACTS AND OTHER AGREEMENTS
- 10—— ACCOUNTING RECORDS
- 11—— PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12—— DISPUTE RESOLUTION
- 13—— TERMINATION OR SUSPENSION
- 14—— MISCELLANEOUS PROVISIONS
- 15—— SCOPE OF THE AGREEMENT

EXHIBIT A— GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B—C CERTIFICATE OF INSURANCE AND BONDS

(For each item in this section, insert the information or a statement such as “not applicable” or “unknown at time of execution.”)

<< >>

Construction of a new, approximately 64,500 to 66,500 square foot Police Department facility. The project includes the complete replacement of existing facilities and a substantial 2,500-foot sanitary sewer and water main extension.

See Exhibit A - Guaranteed Maximum Price Amendment TBD

PAGE 3

- 4—❖ All Dates are based on Moore Construction Services Preliminary Schedule. These dates are not final until all design and permitting are completed.

❖

- .1 Design phase milestone dates, if any:

TBD

- .2—Construction commencement date:

TBD

- .3—Substantial Completion date or dates:

TBD

- .4—Other milestone dates:

<< >>

None

None

N/A

Patrick J Merten, Chief of Police

Email: pmerten@germantownpolicewi.gov

Office: 262.253.7788

Village of Germantown

N112W16877 Mequon Rd.

P.O. Box 337

Germantown, WI 53022

«None»

PAGE 4

.1— Geotechnical Engineer:

.2— TBD

.2 Civil Engineer:

.3— TBD

.3 Other, if any:

<>

Andrew Mayo

Email: andrewm@fgmarchitects.com

Office: 414-346-7284

FGM Architects

219 N Milwaukee St Unit 325

Milwaukee, WI 53202

Kathryn Sullivan, Project Manager

Email: kathryn@moore-cs.com

Office: 262-922-1609

Cell: 414-477-3662

Jason Biver, Senior Project Superintendent

Email: jason@moore-cs.com

Cell: 414-254-7476

Moore Construction Services, LLC

W146 N5650 Enterprise Avenue

Menomonee Falls, WI 53051

None

None

None

PAGE 5

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.4 Wisconsin Public Bid Laws

The parties acknowledge that the Village of Germantown, as a Wisconsin municipal corporation, is subject to the requirements of the Wisconsin Public Bid Law, including, but not limited to Wis. Stats. §62.15. As a result, the construction activities of this project will need to be publicly bid following the requirements of the Wisconsin Public Bid Law. The parties further acknowledge that to the extent that the terms of the Contract are inconsistent with the requirements of the Public Bid Law, the terms of the Public Bid Law will control and will be applicable to the performance of this Contract.

§ 2.5 CM Self-Performed Work

Moore Construction Services, LLC acknowledges that it will not be self-performing any of the construction services associated with this project. To the extent that the terms of this Contract provide otherwise, those provisions are deemed stricken from this Contract.

PAGE 6

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written building information modeling and digital data protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project~~ Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

PAGE 7

The Construction Manager shall prepare, for the Architect’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the

~~Owner~~ Construction Manager agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the ~~Owner~~ Construction Manager shall procure the items on terms and conditions acceptable to the Owner and Construction Manager. Upon the establishment of the Final Guaranteed Maximum Price, ~~the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them~~ shall thereafter be made a part of the Final GMP.

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. However, nothing in this Section is intended to impose liability on Construction Manager for any failure of the Drawings and Specifications to conform with applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities, as this is solely the Architect's responsibility, but the construction manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such for mas the Architect may require.

N/A

PAGE 8

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Owner reserves the right to accept or reject any bid that is in the best interest of the Village of Germantown.

- .1— A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2— A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3— A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4— The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5— A date by which the Owner must accept the Guaranteed Maximum Price.

PAGE 9

§ 3.3.2.1 ~~The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect to obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect and Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted.~~

§ 3.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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User Notes:

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§ 3.3.2.23 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

PAGE 10

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

~~§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~

PAGE 11

~~§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. If the project is cancelled before it moves into the construction phase, our preconstruction services fee is \$7,500.~~

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(«Forty-Five» («45»)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

~~% 1.5 % Per Month~~

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee. It is anticipated that the total fee will be amended as additional phases progress. For example, the initial Guaranteed Maximum Price Addendum (Exhibit A) includes the bids for the set earthwork and long lead time items. As other portions are bid, Exhibit A is intended to be amended with the additional bids.

[2.25%] of the Cost of Work.

Construction Manager's Fee shall be proportionately adjusted by Change Orders.

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «One Hundred » percent (« 100» %) of the standard rental rate paid at the place of the Project.

None

None

PAGE 12

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

~~§ 7.1.1~~

The term Cost of the Work shall mean ~~costs~~cost necessarily incurred by the Construction Manager in the proper performance of the Work. The ~~Cost~~Scope of the Work ~~shall include only the items set forth in Sections 7.1 through 7.7.~~

~~§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.~~

~~§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner and costs associated are shown on the Preliminary Budget Summary as shown on Exhibit C, which may be amended upon agreement of the parties.~~

~~§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off site workshops.~~

~~§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.~~

~~§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~

~~(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)~~

~~§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

N/A

PAGE 13

~~§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~

N/A

~~§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.~~

~~§ 7.6.1.1 Costs for self insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.~~

~~§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.~~

~~§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.~~

N/A

~~§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~N/A

~~§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

~~§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~

PAGE 14

~~§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.~~

~~§ 7.7.2~~

~~§ 7.7.1 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.~~

~~§ 7.7.32 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~

~~§ 7.7.43 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.~~

~~§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.~~

- ~~.1—Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;~~
- ~~.2—Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;~~
- ~~.3—Expenses of the Construction Manager's principal office and offices other than the site office;~~
- ~~.4—Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;~~

- .5— The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6— Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7— Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8— Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9— Costs for services incurred during the Preconstruction Phase.

~~§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel~~ Construction Manager shall self-perform the following scopes of Work on a lump-sum basis: general conditions. Unless otherwise agreed after execution of this Agreement, all other portions of the Work shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. ~~The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Information obtained during audits and audit results shall be considered confidential proprietary information of the Construction Manager and shall be treated and maintained as such by the Owner and its accountants.

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Payment shall be made on or before the date which is thirty (30) days following the date Owner receives such Progress Invoice. If Payments are made by wire transfer to an account or accounts designated by Design-Builder to Owner. Wiring information shall be provided by Construction Manager's Financial Representative (identified below) in writing and confirmed by telephone conversation with Owner's Financial Representative (identified below) prior to the first payment being made. Thereafter, no changes to the method of payment or account designated for the receipt of payment shall be effective unless the aforementioned procedure is strictly followed. Owner shall be responsible for all damages suffered by Owner as a result of a failure to follow these procedures and shall not be relieved of its obligation to make payment to Construction Manager in the event that Owner's failure to follow these procedures results in Owner making payment to an account other than the account designated by Construction Manager for

payment.

Owner's Financial Representative:

Name: Dianne Robertson

Company: Village of Germantown

Phone: 262-250-4777

Construction Managers Financial Representative:

Name: Amy McBain

Company: Moore Construction Services:

Phone: 262-345-1280

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «30th» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~() days after the Architect receives the Application for Payment~~ the («30th») day of the following month.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit ~~payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made~~ (i) such evidence as may be necessary to demonstrate costs incurred or to be incurred by the Construction Manager on account of the Cost of the Work ~~equal or exceed progress payments already received by~~ during the current month; and (ii) the Construction Manager, ~~plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee~~ Manager's Unconditional Partial Waiver of Lien certified through the date of the prior month's Application for Payment.

PAGE 17

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1— That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2— That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3— That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4— The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

- .1— The aggregate of any amounts previously paid by the Owner;
- .2— The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3— Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4— For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5— The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6— Retainage withheld pursuant to Section 11.1.8.

2.5%

General Conditions, insurance, permits, impact fees, permanent utility charges, material purchases & Construction Manager’s Fee

N/A

PAGE 18

N/A

- .1— the Construction Manager has fully performed the Contract, except for the Construction Manager’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2— the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3— a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

PAGE 19

§ 11.2.3 The Owner’s final payment to the Construction Manager shall unless Owner has a reasonable objection be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Occupancy Permit

§ 11.3 Interest

~~% 1.5 % per month~~

§ 12.1 Initial Decision Maker

~~§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

~~§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless~~

~~the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

Intentionally Omitted.

[☐]— Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒]— Litigation in a court of competent jurisdiction

[☐]— Other: (Specify)

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. < >~~

The prevailing party in any litigation hereunder shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, as determined by the court.

PAGE 20

- .1— Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2— Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3— Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
- .1— Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2— Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3— Subtract the aggregate of previous payments made by the Owner; and
- .4— Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

PAGE 21

§ 13.2.3 Termination by the Owner for Convenience

If the Project is 0-25% complete: 20% of the value of the Work not performed

If the Project is 26-50% complete: 15% of the value of the Work not performed

If the Project is 51-75% complete: 10% of the value of the Work not performed

If the Project 76-100% complete: 5% of the value of the Work not performed

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as

described in Sections 6.1 and 6.3.5 of this Agreement.

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

~~§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~– See Exhibit D~~

PAGE 22

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in ~~AIA Document A133™ 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, Exhibit D~~ and elsewhere in the Contract Documents.

~~§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™ 2019 Exhibit B, and elsewhere in the Contract Documents.~~Intentionally Omitted.

~~§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise may be provided in electronic format as set forth below:~~

~~(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

If to Owner: pmerten@germantownpolicewi.gov

If to Construction Manager: kathryn@moore-cs.com

Construction Manager understands and agrees that the Owner is a municipal entity and therefore, is subject to the Public Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Construction Manager shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the Owner. These records, drawings, reports, etc. may be used without restriction by the Owner for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation for liability to the Construction Manager, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

To the fullest extent allowable by law, the Construction Manager hereby indemnifies and shall defend and hold harmless the Owner, its elected and appointed officials, officers, employees or authorized representative or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the Construction Manager or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the Owner. The Construction Manager's aforesaid indemnity and old harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence or willful misconduct of the Owner or of the Owner's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

PAGE 23

- .1— AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2— AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3— ~~AIA Document A133™-2019, Exhibit B, Insurance and Bonds~~ Exhibit B – FGM Drawings TBD
- .4 Exhibit C - Preliminary Budget Summary TBD
- .4—6 Exhibit D – Certificate of Insurance TBD
- .7 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5—8 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed~~ dated as indicated below:
- .6— Other Exhibits:
(Check all boxes that apply.)
☐ ~~AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
(Insert the date of the E234-2019 incorporated into this Agreement.)
☐ ~~Supplementary and other Conditions of the Contract:~~
(Insert the date of the E203-2013 incorporated into this Agreement.)
 «N/A»
- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

.10 Owner hereby gives Moore Construction Services the permission to use all images (construction photos and or staff), in any media for any purposes which may include but not limited to advertising, promotion, marketing and packaging for any product or services. Owner agrees that the images may be combined with other images, text and/or graphics and cropped, altered or modified and reused at the sole discretion of Moore Construction Services. Owner agrees that Owner has no rights to the images, unless purchased directly from the photographer.

This Agreement is entered into as of the day and year first written above.

OWNER

MOORE CONSTRUCTION SERVICES, LLC

~~.7~~ Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

~~This Agreement is entered into as of the day and year first written above.~~

Variable Information

PAGE 1

AGREEMENT made as of the 29 day of May in the year 2026

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael J. Moore, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:52:12 CDT on 05/28/2026 under Order No. 20250135592 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: July 20, 2026

PLACEMENT: Resolution

ITEM TITLE: Countywide EMS System Resolution (ACTION)

SUBMITTED BY: Matt Trebatoski, Village Administrator

SUMMARY EXPLANATION:

As you know, the Village of Germantown has been participating in a process with Washington County and its 19 other municipalities to develop and potentially implement a Countywide EMS System.

Over the course of the last six to seven months, including numerous meetings involving chief elected officials, administrators, fire chiefs, and county officials, the collective group has now reached a point of consensus on a recommended program to consider for 2027.

Germantown Battalion Chief Ryker Holms will be at the meeting to present the proposal, and Washinton County Emergency Chief Public Safety Officer Dave Seager will also be on hand to answer questions.

The requested action is to adopt Resolution No. 14-2026: Supporting participation in the Washington County Countywide EMS System and authorizing execution of the Countywide EMS System Service Provider Agreement.

ATTACHMENT:

1. Countywide EMS System Proposal Presentation
2. Countywide EMS System Proposal Info graph
3. Washington County - EMS Support and Coordination System (Program Framework and Administrative Structure)
4. Resolution No. 14-2026

STAFF RECOMMENDATION:

The proposal as presented will help the Village sustain the significant investment it made in additional Fire/EMS personnel two years ago. The cost to maintain this level of service will continue to rise year after year, beyond the rate of net new construction, with simply factoring in contractual wage increase obligations and associated benefits. This is in addition to capital equipment replacement and any other operational cost increases.

The proposed County levy will financially assist the Village in meeting future funding

needs for at least one of our departments (Fire/EMS) and consequently have a positive impact on our other Village services, which are solely reliant on the Village's levy capacity. Unfortunately, levy limits and their effective loss of local control have been in place since 2005 and are likely to continue in some form or fashion for the foreseeable future.

The proposed Countywide EMS System funding will help replace the \$177,000 annual grant funding the Village has received from the County over the last three years (2024-2026). It will also cover the majority of salaries and benefits increases for 2027 and help offset some of the future years' increases with an allowable 3-5% increase per year.

If the Village chooses not to participate, our residents would still be taxed through the Countywide levy if the County decides to move forward with the plan, however the generated funds would be re-distributed to the other participating municipalities and their respective EMS service provider(s).

There seems to be much support from the other Washington County communities, as many have already passed similar resolutions. While certainly not a perfect proposal or program, this is a unique opportunity, and the financial need is real.

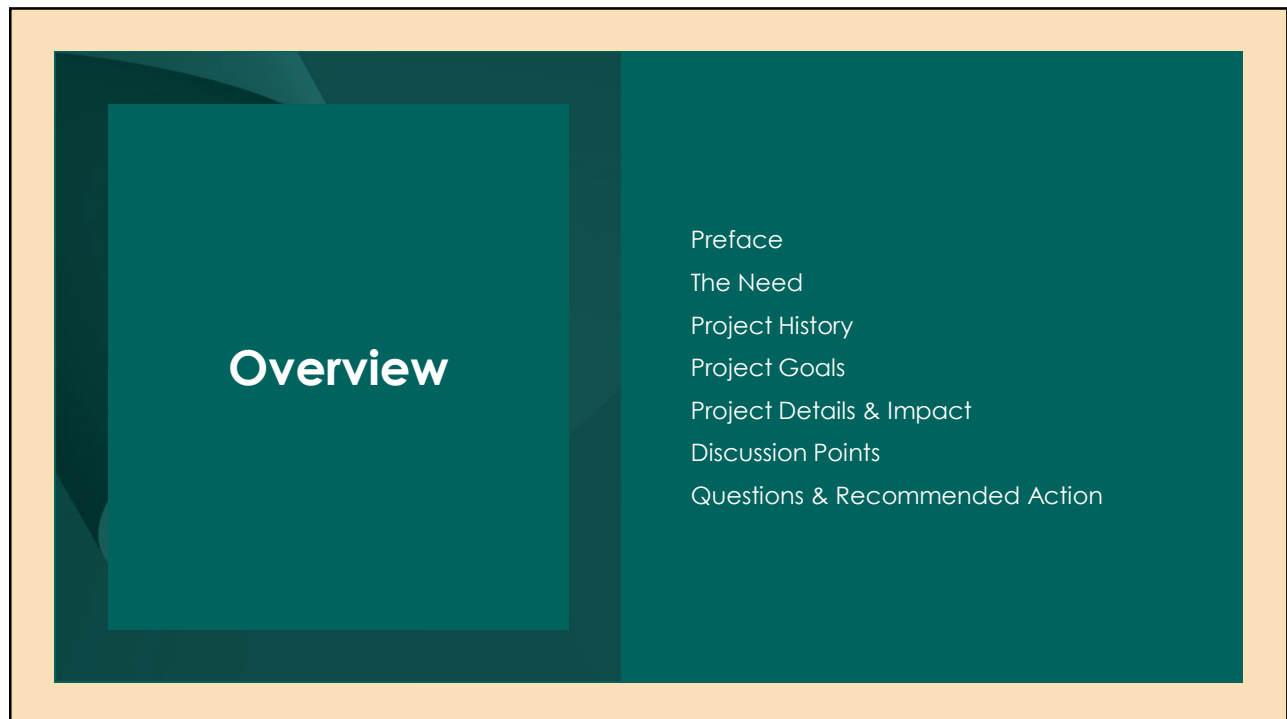
Recommended Action:

Move to adopt Resolution No. 14-2026: Supporting participation in the Washington County Countywide EMS System and authorizing execution of the Countywide EMS System Service Provider Agreement.

ACTION BY COMMITTEE:



1



2

Preface

- This presentation is accurate according to the most current details available as of 7/14/2026
- Exact funding amounts will vary based on the Department of Revenue 2026 equalized values
- The proposal must still be discussed and voted on by the County Board, which may result in some changes

3

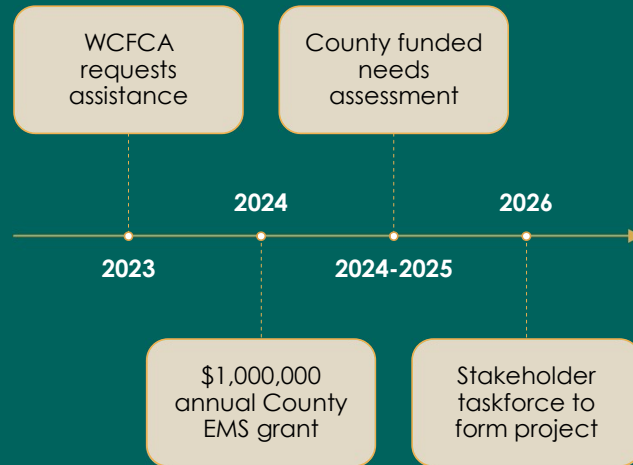
Understanding the Need

- Increase in EMS demand
- Increase in EMS scope
- Increasing cost to provide service
- Declining volunteerism and civic engagement
- State imposed levy limit

4

Project launch

- Discussions ongoing for 3 years
- Annual County EMS grant funding ending (2024-2026). Reduction of \$177,000 in revenue to Village
- Taskforce meets multiple times per month to develop project details



5

Project Goals

- Provide stable funding mechanism via County EMS system levy
- Retain local operational control over fire and EMS services
- Provide efficiencies where practicable to limit future cost increases
- Establish a system foundation on which future improvements can be built

6

County EMS Funding Basics

- County levies a tax equally across the County
- County redistributes funds
 - 75% of funds direct to municipality used for any EMS costs
 - 25% of funds as a grant to Departments
- Annual adjustments
 - 2% - 5% increases determined by actual cost increase
 - Above 5% would require additional County Board approvals

7

Germantown Impact 2027

- \$3,509,166 Levied across entire County
 - \$0.12 Mill rate
 - \$549,466 Village of Germantown portion
 - \$51 on a \$400,000 home
-
- Base: \$321,272.25 Directly to the Village for EMS costs
 - Can supplant existing County grant funds
 - Grant: \$107,090.75 As a grant to the Department
 - More restrictive allowable uses
 - ~\$45,000 In value from administrative efficiencies

8

County EMS Funding Use

➤ Year 1: Village may use base funds to supplant the expiring \$177,000 County Grant

➤ Grant (\$107,091) portion uses:

- Continuing education
- Durable EMS equipment
- Capital Outlay
- Wellness & fitness programs
- Recruitment & retention

➤ Base (\$321,272) portion uses:

- Any EMS cost
 - (Salaries, Benefits, Supplies, Capital, Outlay, etc.)

9

2027 With & Without County EMS Funding

With County EMS	2027
Change in County Funding over Previous Year	+\$144,272
Estimated Salaries and Benefits Increase	\$220,000
Additional Village Levy Contribution Needed	\$75,728

Without County EMS	2027
Change in County Funding over Previous Year	-\$177,000
Estimated Salaries and Benefits Increase	\$220,000
Additional Village Levy Contribution Needed	\$397,000

- Does not include any non-salary/benefit cost increases nor debt service
 - Baird provided estimates to GGF projecting an increase of \$250,000 in Village levy capacity in 2027
 (Actual levy increase is unknown until net new construction numbers become available)

10

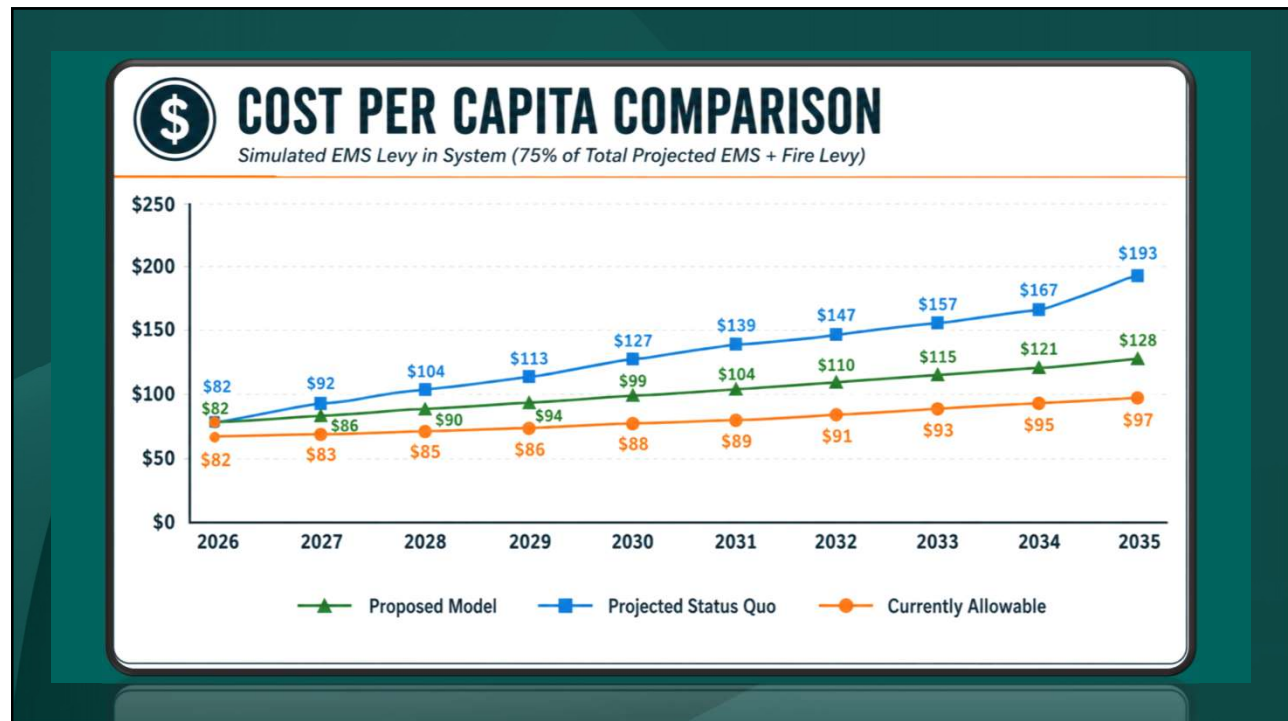
2% to 5% Increase Differences

	2.00%	2027	2028	2029	2030	2031
Increase over Previous Year		\$144,272	\$27,339	\$27,023	\$27,564	\$28,115
Salaries and Benefits Increase		\$220,000	\$305,000	\$223,000	\$230,000	\$169,000
Village Contribution (Tax Levy)		\$75,728	\$277,661	\$195,977	\$202,436	\$140,885

	5.00%	2027	2028	2029	2030	2031
Increase over Previous Year		\$144,272	\$69,027	\$71,591	\$75,170	\$78,928
Salaries and Benefits Increase		\$220,000	\$305,000	\$223,000	\$230,000	\$169,000
Village Contribution (Tax Levy)		\$75,728	\$235,973	\$151,409	\$154,830	\$90,072

Preliminary examples only, figures will vary.

11



12

Discussion Points

- Countywide EMS System may continue without all municipalities/departments approving
 - All County residents levied equally
 - If a municipality opts-out, that budget gets reallocated to other municipalities involved
- Retains majority of local control
- Minimal requirements for participating
 - Annual reporting
 - Collaboration to identify future efficiencies
- No-penalty back-out if program does not meet Village expectations
- Program is a tax increase
 - To continue operations at the current level tax increase must occur
- Alternative Funding
 - Fire Protection Fee
 - Vehicle Registration Fee (Wheel Tax)

13

Questions?

Recommendation:

- Adoption of Resolution #14-2026: Supporting participation in the Washington County Countywide EMS System and authorizing execution of the Countywide EMS System Service Provider Agreement

14

COUNTYWIDE EMS PROPOSAL

THE IMPACT TO THE VILLAGE OF GERMANTOWN

Proliferating Premier EMS Services



✓ SUSTAINABLE FUNDING. | ✓ LOCAL CONTROL. | ✓ STRONGER COMMUNITIES.

PROPOSAL

Washington County will levy a tax and distribute funding to municipalities, for the continuation of EMS under local control.

OBJECTIVE

Provide a fiscally responsible and sustainable funding mechanism for EMS across Washington County while providing Municipal funding relief.

INSIGHTS

- Funding is in line with demand.
- Provides a foundation that can be expanded.
- Maintain local EMS control.

IMPACT

\$500,000 Volunteer Retention

\$273,561 Administrative

\$2,735,605 Base EMS Levy

\$3,509,166 Total County Levy

\$549,466 Germantown's Contribution



\$51 Impact on a \$400,000 Home

ANNUAL BENEFIT



Year 1: \$428,363

of County funds for Germantown EMS Services



Up to 5%

annual increases factored from actual cost increases



Covers 100%

of anticipated Year 1 EMS cost increases



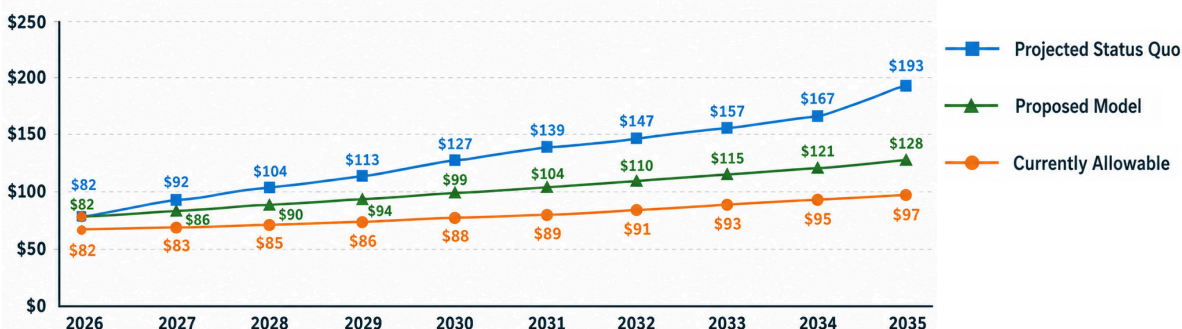
Ongoing Support

of a portion of EMS cost increases for future years



COST PER CAPITA COMPARISON

Simulated EMS Levy in System (75% of Total Projected EMS + Fire Levy)



Cost Control

Utilizing established SMART goals to limit annual cost increases and bend the green line downward.



**INVESTING TODAY.
PROTECTING TOMORROW.**

This proposal strengthens EMS services, supports our communities, and provides lasting relief for taxpayers.



**STRONGER EMS.
STRONGER COMMUNITY.
STRONGER TOGETHER.**

Figures are estimates and subject to change. Based on current projections and County data.

Washington County EMS Support and Coordination System

Program Framework and Administrative Structure

1. Purpose

The Washington County EMS Service Support and Coordination System (System) is established to support reliable emergency medical services throughout Washington County through transparent County funding, municipal accountability, ambulance-service provider performance, and coordinated first responder support.

The System recognizes that timely first responder services provided by fire departments and other licensed or authorized EMS agencies are an essential part of the County EMS continuum, particularly in areas where transport-unit travel time, rural geography, or simultaneous call demand can delay definitive ambulance arrival.

The Program also recognizes that reliable and cooperative EMS transport services are an equally essential part of the County EMS continuum. Rising call volume, insufficient reimbursement, rising costs and strained volunteers are putting unprecedented stress on departments, municipalities and taxpayers. County funds shall relieve immediate fiscal stress, increase collaboration and mitigate long term cost increases through incentivized cooperation.

The Program is further designed to incentive and facilitate cooperative agreements (i.e. West Bend / Kewaskum – Slinger / Lifestar) to mitigate long term costs increases to taxpayers and strengthen Washington County's rich heritage of volunteerism.

2. Guiding Principles

- County funds should purchase a defined public EMS benefit: readiness, coverage, response capacity, and measurable system improvement.
- Municipalities retain authority to select and contract with the licensed EMS provider serving their community.
- Fire departments and other EMS first responder agencies that provide patient-care, scene-support, and readiness functions in coordination with transport providers should receive defined EMS-only support that is tied to documented first responder responsibilities and measurable readiness expectations.

- Licensed EMS providers retain responsibility for compliance with Wisconsin DHS licensure, operational-plan, service-director, medical-director, staffing, QA/QI, credentialing, and patient-care requirements.
- Funding allocation must be transparent, rational, consistently applied, and restricted to EMS purposes.
- Coordination will improve reliability and efficiency without creating the need for County operational control over independent providers

3. Legal and Administrative Framework

The System is intended to operate as a **county-funded, municipally administered, contracted-provider EMS model**. Under this model, Washington County shall appropriate and administer funds to support the availability, readiness, coordination, and improvement of emergency medical services within the County. Participating municipalities shall receive County EMS support through intergovernmental agreements and shall use those funds to directly provide EMS, contract with one or more licensed ambulance service providers, support licensed non-transporting EMS providers or fire departments providing or supporting authorized EMS first responder services.

Wisconsin law recognizes that counties and municipalities may provide ambulance and emergency medical services directly or through contracts with qualified providers. Wis. Stat. § 59.54(1) authorizes a county board to establish, maintain, or contract for ambulance service and permits the County to contract with one or more providers. Wis. Stat. § 66.0301 authorizes counties, cities, villages, and towns to enter into intergovernmental cooperation agreements for the receipt or furnishing of services, the joint exercise of lawful powers or duties, the proration of expenses, the deposit and disbursement of appropriated funds, budget approval, and the formation and administration of contracts.

The System is therefore intended to create a clear chain of accountability:

- Washington County** shall establish the EMS funding program, appropriate available funds, adopt eligibility and accountability requirements, enter into intergovernmental agreements with participating municipalities, maintain financial oversight, and facilitate countywide EMS cooperation, coordination and planning.
- Participating municipalities** shall remain responsible for securing EMS coverage for their residents and territory, whether through direct municipal operation, a joint or cooperative arrangement, or a written contract with one or more licensed EMS providers. Municipalities receiving County funding shall use

those funds only for approved EMS purposes and shall maintain documentation demonstrating that funded services are available and being delivered.

- c. **Contracted EMS service providers** shall remain independently responsible for all licensure, staffing, operational, clinical, reporting, quality-assurance, medical-direction, and patient-care obligations imposed by Wisconsin law and administrative rule. County or municipal funding does not transfer those regulatory responsibilities to the County.

Chapter 256 of the Wisconsin Statutes establishes the statewide EMS regulatory structure administered by the Wisconsin Department of Health Services. Under that chapter, EMS services are delivered through approved and licensed EMS programs and providers, including ambulance service providers and non-transporting EMS providers. The Program shall require that any provider receiving County-supported funds for EMS service delivery maintain all licenses, approvals, and operational authority required by Wis. Stat. ch. 256 and Wis. Admin. Code ch. DHS 110.

Wis. Admin. Code ch. DHS 110 establishes the operational requirements applicable to EMS providers. These requirements include provider licensing, operational-plan approval, credentialing of EMS professionals, medical direction, service-director responsibility, staffing, equipment, patient-care reporting, quality assurance, and compliance with approved EMS scope-of-practice requirements. A contracted ambulance service provider or non-transporting EMS provider must maintain a current DHS-approved operational plan and remain responsible for the services it provides under that plan. County participation, funding, coordination, or advisory recommendations shall not supersede the authority of the licensed provider's service director or medical director.

The County may support licensed fire departments and other eligible EMS first responder agencies that provide authorized non-transporting EMS response, assist ambulance providers, provide early patient care, support scene safety, assist with patient movement, participate in mutual aid, or otherwise contribute to the EMS response continuum. Such support shall be limited to documented EMS-related readiness, training, staffing, equipment, communications, supplies, quality improvement, medical direction, and response functions. County EMS funding shall not be used as unrestricted support for unrelated fire-suppression or general governmental operations.

The County shall not represent itself as an ambulance service provider, non-transporting EMS provider, medical director, service director, or clinical authority. The County's role under this System is limited to funding, intergovernmental cooperation, coordination, contract administration, performance oversight, system planning, and advisory support.

All System documents, funding agreements, and provider contracts should be reviewed by County and municipal counsel for consistency with Wis. Stat. chs. 59, 60, 61, 62, 66, and 256; Wis. Admin. Code ch. DHS 110; applicable levy-limit, budget, procurement, open-meetings, and public-records requirements; existing municipal service agreements; and any collective-bargaining, insurance, or liability obligations applicable to participating entities.

Authority / Requirement	Program Application
County EMS System	County shall structure funding and agreements to support defined ambulance-service outcomes, subject to counsel confirmation of authority, levy limits, and appropriation process.
Intergovernmental cooperation	County and municipalities shall use written agreements (IGAs) to allocate responsibilities, funds, reporting, and performance expectations.
Municipal EMS authority	Participating municipalities remain responsible for retaining or contracting with service providers and meeting their local service obligations.
EMS Service Provider & DHS EMS regulation	Each service provider remains independently licensed and responsible for its DHS operational plan, service director, medical director, credentialing, and clinical governance.
First responder EMS support	Program support for licensed fire departments and other first responder agencies must be limited to defined EMS-related services, documented responsibilities, and auditable EMS-only expenditures; it does not convert a non-transport first responder agency into the EMS service provider.

4. System Roles

The effectiveness of this System depends on a clear division of responsibility among Washington County, participating municipalities, EMS transport providers, and fire departments or other first responder agencies. The System is designed to strengthen the full EMS response continuum—not to centralize control of independently licensed providers or displace local authority.

Accordingly, the System recognizes that sustainable EMS service requires support for both transport-provider readiness and first-responder readiness. County funding may support each role when it is tied to documented EMS responsibilities, measurable public benefit, and compliance with applicable law, agreements, and system requirements.

Entity	Responsibilities
County Board / Public safety Committee	Appropriate Program funds; approve annual funding formula; approve agreements; approve grants and cooperative incentives; receive annual performance and financial reports; retain final policy and fiscal authority.
County / Chief Public Safety Officer	Administer agreements; verify eligibility; process payments; maintain records; coordinate reporting; prepare annual recommendations; encourage and facilitate EMS continuum efficiency and cost mitigation through cooperation and shared services; provide staff support to the Advisory Committee.
Participating Municipality	Maintain or procure ambulance-service coverage; identify and support EMS first responder agencies serving the municipality where applicable; execute compliant provider and first responder agreements or documented operating arrangements; restrict County funds to approved EMS purposes; submit required reports and certifications.
EMS Advisory Committee	Advise only. Analyze system performance, transport and first responder readiness, funding priorities, cooperation and coordination opportunities, medical direction collaboration, mutual aid, communications, training, quality improvement, and improvement recommendations.
EMS Service Provider	Deliver contracted transport capable EMS service; maintain licensure and operational-plan compliance; coordinate with designated first responder agencies; report performance and financial use of County-derived funds to its municipal contracting party; participate in appropriate regional coordination.
EMS First Responder Agency / Fire Department	Provide agreed EMS first response, patient-care support within its authorized scope, scene support, communications, documentation, and coordination with the transport provider; maintain applicable training, storage, equipment, credentialing, and reporting; account separately for County-derived EMS support.

5. Eligibility

A municipality is eligible for System funding only if it executes a County-Municipality Agreement and certifies that it has a current written agreement with a DHS-licensed EMS service provider for the service period. Where a licensed fire department or other first responder agency provides organized EMS first responder support or services that assist the transport provider, the municipality must also identify the first responder role and maintain a written agreement, operating guideline, policy, or other documented arrangement defining that role, the service area, communication expectations, and the permitted use of System funds.

County funds may be used only for approved EMS purposes, including ambulance-service contract payments, EMS staffing and readiness, EMS supplies and equipment, EMS training and credentialing, medical direction, QA/QI, billing and reporting systems, communications, first responder readiness and response support, and other documented EMS-related costs. Eligible first responder costs may include EMS training and credentialing, EMS medical supplies and equipment, EMS communications and alerting, EMS response equipment, EMS-related protective equipment, EMS documentation and QA/QI participation, EMS transport vehicles, personnel and equipment storage and space, EMS transport vehicles, personnel and equipment storage and space, and a defined readiness or response payment for documented first responder services.

- County funds may not be used for non-EMS fire suppression, general municipal operations, or unrelated capital costs unless expressly authorized in the annual System plan and documented as an EMS-eligible cost.
- A fire department receiving System-supported funds must separately identify and account for the EMS portion of its expenditures
- Funding is contingent on timely reporting, compliance certifications, audit access, and correction of material deficiencies.
- Payments may be withheld, reduced, recaptured, or redirected after notice and opportunity to cure if funds are misused or contractual requirements are not met.
- Municipal supplanting of previous County Fire / EMS grants is permitted.

6. Funding Methodology

The County Board shall annually approve a funding methodology that is rationally related to EMS need and County policy objectives. The methodology should be published before execution of annual funding schedules and should avoid unexplained or discretionary distributions. The methodology may allocate support both for transport-provider readiness and for defined first responder services that materially improve patient access, early care, scene safety, and transport-provider effectiveness.

Recommended Component	Purpose
Equalized Value Allocation / Distribution	Recognizes the apportionment percentage of a municipality.
Performance / improvement Incentive	Supports measurable improvements in cooperation or service sharing that improves service reliability, coordination, or documented efficiency initiatives.
Administrative Allocation	Provides funding to the County for System administration.
First responder readiness and response allocation	Provides funding for incentives intended to support recruitment and retention of volunteer EMS first responders.

The annual funding schedule should identify each participating municipality, its provider, its calculated allocation, the authorized use categories, payment timing, and any conditions specific to that funding year.

7. Washington County EMS Advisory Committee

The County Executive shall establish and appoint an EMS Advisory Committee to provide nonbinding recommendations. Membership should include the fire chief, EMS director, or equivalent executive representative of each participating transport provider; the service medical director(s) or a designated medical director representative; and the County Chief Public Safety Officer. The County may also include nonvoting technical advisors as appropriate.

Committee recommendations do not alter a provider operational plan, clinical protocol, medical direction authority, municipal contract, or County funding decision unless adopted by the transport service provider.

- The Committee shall not direct field operations, assign service areas, compel participation in a protocol, or exercise clinical authority over a provider.
- The Committee shall operate consistent with applicable public-meeting and public-record requirements.

8. First Responder Support and Accountability

The System recognizes that ambulance transport capacity alone does not ensure timely patient access to care. Participating municipalities may use System funds to support licensed fire departments and other EMS first responder agencies that provide or support documented EMS first response in coordination with the municipality's transport provider. First responder support must remain restricted to EMS-related readiness, response, patient-care, documentation, training, communications, equipment, supplies, storage, and other approved EMS functions.

9. Reporting, Performance, and Transparency

- Annual municipal certification of eligible expenditures and provider coverage status.
- Annual transport-provider and first responder performance report delivered through the municipality, including unit or responder availability, call volume, response-time data where available, mutual-aid activity, workforce and staffing status, EMS training and QA/QI participation, coordination performance, and material service interruptions.
- Annual County EMS System report identifying revenues, allocations, expenditures, outcomes, system gaps, and recommended improvements.
- County and municipal audit access to System records and underlying provider records relating to County-derived funds, subject to patient-privacy and other legal protections.

10. System Boundaries

Nothing in the System creates a joint EMS district, consolidates providers, transfers municipal authority, establishes a County EMS operational plan, or changes provider or

first responder agency licensure. Any such action requires separate legal analysis, approvals, agreements, and implementation steps.

11. Adoption and Annual Cycle

1. County Board adopts the System policy, annual appropriation, and annual funding methodology.
2. County enters County-Municipality Agreements with participating municipalities.
3. Each municipality verifies or executes its EMS Service Provider Agreement and, where applicable, a first responder agreement or documented operating arrangement.
4. County verifies eligibility and issues payments according to the approved schedule.
5. Advisory Committee recommends 3-year priorities, performance indicators, and SMART goals to improve cooperation, coordination and cost mitigation measures.
6. County Board approves the annual report, determines revisions, and future appropriations

RESOLUTION NO. 14-2026

A RESOLUTION SUPPORTING PARTICIPATION IN THE WASHINGTON COUNTY
COUNTYWIDE EMS SYSTEM AND AUTHORIZING EXECUTION OF THE
COUNTYWIDE EMS SYSTEM SERVICE PROVIDER AGREEMENT

WHEREAS, Washington County is seeking to establish with its 20 municipal entities the Washington County Countywide EMS System pursuant to Wis. Stat. § 256.12(2) for the purpose of helping to administer, coordinate, and partially fund a countywide emergency medical services system that ensures the availability of timely and professional prehospital emergency medical care throughout Washington County; and

WHEREAS, Washington County views emergency medical services as an integrated countywide essential service that utilizes both non-transporting Emergency Medical Responder (EMR) agencies and transporting ambulance services licensed at the Emergency Medical Technician (EMT), Advanced EMT, and Paramedic levels to provide rapid response to medical and traumatic emergencies while ensuring continuity of care during transport to definitive medical facilities; and

WHEREAS, the Washington County Countywide EMS System advances the County's strategic priorities of "supporting safe and secure communities" while promoting effective and responsible government administration for the benefit of not only the Village's taxpayers, but Countywide; and

WHEREAS, the County and the Village of Germantown recognize the value of intergovernmental collaboration, shared services, coordinated planning, and regional partnerships as we've consistently explored as a pillar of our organizational priorities to improve operational efficiency, enhance service delivery, and maintain essential services like EMS service delivery in a fiscally prudent and responsible manner; and

WHEREAS, Wis. Stat. § 66.0602(3)(e)6. provides that county tax levies for a countywide emergency medical services system are exempt from the levy limit restrictions established under Wis. Stat. § 66.0602(2); and

WHEREAS, the Germantown Fire Department ("Provider") desires to participate in the Washington County Countywide EMS System and recognizes the mutual benefits of participation, including improved emergency medical services for residents, enhanced collaboration among providers, increased efficiency in service delivery, access to countywide resources, and most importantly, sustainable funding support necessary to maintain high-quality emergency medical care; and

WHEREAS, the Village President, Village Administrator, and Fire Chief through their efforts with Washington County finds that participation in the Countywide EMS System is in the

best interests of the residents and communities served by the Provider by providing an opportunity for a sustainable funding source the Village of Germantown, its residents, and the communities we partner with would otherwise not have access to.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown hereby expresses its support for participation in the Washington County Countywide EMS System because the agreement, as currently presented, maintains local control of the Germantown Fire Department and provides a mechanism to ensure future generations will be served by the same high-quality paramedic-level EMS professionals now and for future generations; and

BE IT FURTHER RESOLVED, that the Village Board supports the goals and objectives of the Washington County Countywide EMS System, including the provision of coordinated, high-quality, sustainable, and efficient emergency medical services throughout Washington County improving the quality of life for all our County's residents; and

BE IT FURTHER RESOLVED, that the Village Board authorizes and directs its Village President, Village Administrator, and Fire Chief to continue to negotiate on the community's behalf and to execute the Washington County Countywide EMS System Service Provider Agreement when it is determined to be in its 'final form' and any related documents necessary to effectuate participation in the Countywide EMS System, which shall be forwarded back to the Village Board for final ratification at a future date and time; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded to Washington County as evidence of the Village Board's support for and participation in the Washington County Countywide EMS System.

Adopted: July 20, 2026

Robert A Soderberg, Village President

ATTEST:

Donna Ott, Village Clerk