

Village of



Germantown

MEETING: **REGULAR MEETING OF THE BUILDING
CONSTRUCTION OVERSIGHT COMMITTEE**

DATE & TIME: **Thursday, August 27, 2026 at 5:30 PM**

LOCATION: **Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: 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.

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. **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.*
- IV. **MEETING MINUTES:**
 - A. June 11, 2026, Meeting Minutes (ACTION)
 - B. June 25, 2026, Meeting Minutes (ACTION)
- V. **UNFINISHED BUSINESS:**
- VI. **NEW BUSINESS:**
 - A. Clarification of the Roles and Authority of the Owner's Representative for the Police and Fire Stations. (DISCUSSION)
 - B. Agreement for Owner Representation Services for Fire Department Renovation and Expansion Project (ACTION)
 - C. Police Department Building Update (DISCUSSION)
- VII. **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

BUILDING CONSTRUCTION OVERSIGHT COMMITTEE AGENDA

August 27, 2026

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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 BUILDING CONSTRUCTION OVERSIGHT COMMITTEE
DATE AND TIME:	Thursday, June 11, 2026 5:45 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.*

Chairperson Trustee Robert Warren called the Building Construction Oversight Committee meeting to order at 5:46 PM.

II. **ROLL CALL:**

Present: Trustee Robert Warren, Member Peter Nilles, Trustee Jim Stout, Police Chief Pat Merten

Also Present: Village Clerk Donna Ott, Village Attorney Brian Sajdak (via WebEx)

- III. **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.*

No citizens provided comments.

IV. **MEETING MINUTES:**

- A. March 23, 2023, Meeting Minutes (ACTION)

Motion: Approve as presented

Motioned By: Peter Nilles

Seconded By: Robert Warren

Yes: Robert Warren, Peter Nilles, Jim Stout, Pat Merten

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

V. NEW BUSINESS:

- A. Owners Representation services related to the Police Department building project (ACTION)

Motion: Recommend approval of the selection of M-C Group to provide Owners Representation services for the new Police Facility project

Motioned By: Peter Nilles

Seconded By: Jim Stout

Yes: Robert Warren, Peter Nilles, Jim Stout, Pat Merten

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

- B. Construction Manager at Risk services related to the Police Facility project (DISCUSSION / ACTION)

Motion: Direct the PD Working Group to proceed with interviews on June 17, 2026, and, following completion of the evaluation process, to submit a recommendation to the Building Construction Oversight Committee and further to the Village Board for the selection of a Construction Manager at Risk for the new Police Department facility project

Motioned By: Robert Warren

Seconded By: Jim Stout

Yes: Robert Warren, Peter Nilles, Jim Stout, Pat Merten

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

- C. Committee's Process and Procedures for Exercising its Powers and Duties with Respect to Police and Fire Department Construction Projects. (ACTION)

Village Attorney Sajdak provided information on this item.

Motion: Adopt a meeting schedule with milestone check-ins at 30%, 60%, and 90% project completion

Motioned By: Jim Stout

Seconded By: Peter Nilles

Yes: Robert Warren, Peter Nilles, Jim Stout, Pat Merten

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 4, No 0, Abstained 0)

VI. ADJOURNMENT:

Chairperson Trustee Robert Warren adjourned the Building Construction Oversight Committee meeting to order at 6:26 PM.

DRAFT

MEETING:	REGULAR MEETING OF THE BUILDING CONSTRUCTION OVERSIGHT COMMITTEE
DATE AND TIME:	Thursday, June 25, 2026 6:30 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.*

Chairperson Trustee Robert Warren called the Building Construction Oversight Committee meeting to order at 6:32 PM.

II. **ROLL CALL:**

Present: Trustee Robert Warren, Trustee Jim Stout, Police Chief Pat Merten

Absent: Member Peter Nilles

Also Present: Village Clerk Donna Ott, Public Works Director Tim Zimmerman

- III. **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 New Business Item A (Recommendation of Construction Manager at Risk for New Police Department).

IV. **MEETING MINUTES:**

- A. June 11, 2026 Meeting Minutes (ACTION) Forthcoming

Motion: Table so that more information can be included in New Business Item C regarding a meeting schedule

Motioned By: Robert Warren

Seconded By: Jim Stout

Yes: Robert Warren, Jim Stout, Pat Merten

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 3, No 0, Abstained 0)

V. NEW BUSINESS:

- A. Recommendation of Construction Manager at Risk for New Police Department (ACTION)

Police Chief Merten provided background on this item, detailing the responsibilities of a Construction Manager at Risk (CMAR). Public Works Director Zimmerman also addressed questions as required.

Motion: Approve the recommendation of Moore Construction Services to serve as the Construction Manager at Risk (CMAR) for the Village's proposed new police facility project as presented

Motioned By: Jim Stout

Seconded By: Robert Warren

Yes: Robert Warren, Jim Stout, Pat Merten

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 3, No 0, Abstained 0)

VI. ADJOURNMENT:

Chairperson Trustee Warren adjourned the Building Construction Oversight Committee meeting at 7:12 PM.



BUSINESS OF THE BUILDING CONSTRUCTION OVERSIGHT COMMITTEE

MEETING DATE: August 27, 2026

PLACEMENT: Discussion

ITEM TITLE: Clarification of the Roles and Authority of the Owner's
Representative for the Police and Fire Stations. (DISCUSSION)

SUBMITTED BY: Robert Warren, Trustee

SUMMARY EXPLANATION:

ATTACHMENT:

1. 08.27.26 BCOC Item Request

STAFF RECOMMENDATION:

ACTION BY COMMITTEE:

~~VILLAGE BOARD~~ BUILDING
CONSTRUCTION
OVERSIGHT COMMITTEE
AGENDA ITEM REQUEST FORM

I, Trustee WARREN hereby request that the following item(s)

be placed on the next agenda of the ~~Village Board~~^Y for consideration and action:

Building Construction Oversight Committee

ITEM REQUESTED:

Owner's Representative for the Police and Fire Station.
Clarification of Roles and authority.

DISCUSSION/REASON:

Review the role and authority in the selection of building options for Police & Fire projects.

Dated the 24 day of August, 2026

Robert L. Warner

Signature of Trustee 1

Signature of Trustee 2

Received:

[Signature]

By:

clerk

RECEIVED

AUG 24 2026

11:15am

VILLAGE OF GERMANTOWN
CLERK'S OFFICE



BUSINESS OF THE BUILDING CONSTRUCTION OVERSIGHT COMMITTEE

MEETING DATE: August 27, 2026

PLACEMENT: Action Item

ITEM TITLE: Agreement for Owner Representation Services for Fire Department Renovation and Expansion Project (ACTION)

SUBMITTED BY: John Delain, Fire Chief

SUMMARY EXPLANATION:

Over the last few years, the Germantown Fire Department (GFD) has been working on a remodeling and expansion project of our current fire station. As GFD has moved through this process we have experienced many complications that an Owners Representative could help guide us through.

Please find attached a proposal from MC Group (same group the PD is utilizing) for \$5000.00 to assist us with Phase 1 of our project. As we progress through the phases GFD will return to this committee for future approvals.

ATTACHMENT:

1. 20260825_GFD MC Group ORS Phase 1 Proposal

STAFF RECOMMENDATION:

Move to recommend approval of agreement with MC Group to provide Owner Representation Services for Fire Department Renovation and Expansion project in an amount not to exceed \$5,000.

ACTION BY COMMITTEE:

AGREEMENT BETWEEN OWNER & OWNER'S REPRESENTATIVE

This Agreement is made and entered into on August 18, 2026 between

MC Group, LLC ("MC Group")

233 Grey Fox Court
Colgate, WI 53017
(262) 227-4895

and

Village of Germantown WI ("Owner")

N112 W17001 Mequon Road
Germantown, WI 53022

for the purpose of having MC Group provide Owner Representation Services (ORS) for the ***Germantown Fire Department (GPD) Renovation and Expansion*** during the Phase 1: Concepts Development & Presentation related the project located in Germantown, Wisconsin (the "Project"). Services for the subsequent phases outlined may be approved by Village at a later date. For and in consideration of the covenants, promises and obligations made and undertaken as hereinafter provided, and in further consideration of the monies to be paid to MC Group from time to time hereunder, MC Group and Owner do hereby agree as follows.

ARTICLE I - SCOPE OF SERVICES

MC Group shall, as part of this Agreement and in consideration of the compensation set forth herein, provide the following services as directed by the Owner, which shall be referred to as Owner Representation Services, for the Project:

<i>Project Understanding</i>

The Village of Germantown has approved \$6.5M towards improvements and expansion of the existing Germantown Fire Department facility located at N115W18752 Edison Dr, Germantown, WI. The scope of the project is yet to be defined or approved.

The Village has retained SEH Architects (A/E) for design services and CG Schmidt Construction for Construction Manager At Risk (CMAR) services. Initial program and concepts development has commenced but has been stalled due to the identification of the presence of mold within the walls of the existing facility. Further review has indicated that the original construction is not performing as an adequate building envelope causing air and moisture to penetrate the building envelop systems leading to the promulgating of mold within and on the walls.

As a result of these findings, the Project Team has been tasked with developing concepts that not only address the space and expansion needs of the GFD, but also that address the building envelope performance and mold concerns. Options being explored include demolition of some entire portions of the building where the presence of mold is most prolific.

The resulting expanded scope of the project has stressed the approved \$6.5M approved budget. Some of the sensible concept solutions that the Project Team is exploring may/will likely prove that \$6.5M is inadequate. The Village has subsequently requested MC Group LLC to complete a cursory site visit to understand the conditions, project parameters and to contribute towards the development and presentation of concept solution options for the Construction Oversight Committee and the Village Board to consider.

The following draft agreement includes the proposed MC Group involvement, services and proposed compensation organized in sequential project phases. The Initial Phase 1: Concepts Development & Presentation includes proposed not-to-exceed (NTE) hourly compensation.

The subsequent phases list anticipated services but do not include proposed compensation at this time because those services and fees are dependent on the scope of work and duration to implement of the concept selected. Therefore, the subsequent phases can be considered optional by the Village deferring the acceptance to a future date after the concept is selected and approved and scope of work and implementation duration is known.

Our approach is focused on efficiency, cost-effectiveness, and collaboration with the selected project team, ensuring a streamlined process and successful project delivery. Based on our extensive experience in construction management and project oversight, we have developed this scope of services tailored specifically to meet the needs of your project while avoiding duplication of efforts with the Architect and CMAR (Construction Manager at Risk). Our goal is to work seamlessly with the selected project team, leveraging our expertise to add value and support the successful completion of the project.

Owner's Representative Services

MC Group will represent Owner's interests during the planning and implementation of the project by providing the following services if and as necessary and as directed by Village Administrator Matt Trebatoski or his appointed designees.

PHASE 1: CONCEPTS DEVELOPMENT & PRESENTATION	
1.1	Conduct "Kick-Off" Meeting with the Project Team
	Meet with the Project Team including but not limited to SEH Architects, CG Schmist Construction, the Fire Chief and Village Administrator Matt Trebatoski to understand the findings and efforts completed to date. Further, to discuss and understand the options being developed for consideration while offering fresh views and ideas for consideration.
1.2	Develop Concept Solution Options
	Participate and direct the Project Team in the development of Concepts that include narrative work scope, concept floor plans, concept site plans, opinion of construction costs and conceptual total project budgets for each option. The Concepts will address both current needs with a single facility as the Village's Fire Department and longer-term needs when a second Fire Department facility will likely be needed. - The current location could be planned to be the main Fire Department facility with a future geographically strategically placed satellite facility.

	- Conversely, the current location could be planned to address current needs with the intent of it becoming a satellite facility in the future when a new “main” facility is approved and provided. The development of the various Concept Solution Options will address these dynamics so that the Village Board can make an informed decision based on a project master plan.
	1.3 Present the various Concept Solution Options to the Building Construction Oversight Committee
	In collaboration with the Project Team including the Fire Chief and Village Administrator Matt Trebatoski, present the various Concept Solution Options to the Building Construction Oversight Committee for their consideration, questions, suggestions and other input. -Modify the various concepts based on the Construction Oversight’s input, suggestions and direction
	1.4 Present the various Concept Solution Options to the Village Board
	In collaboration with the Project Team, including the Fire Chief and Village Administrator Matt Trebatoski, present the various Concept Solution Options to the Village Board for their consideration and potential action that may include selection of an option and approval to proceed with same based on presented option attributes and measurable features including program, layout, cost, schedule and long-term suitability.
	Conclusion of Phase 1: CONCEPT DEVELOPMENT & PRESENTATION

ARTICLE II – COMPENSATION for SERVICES

MC Group proposes to provide the necessary Owner’s Representation Services on an hourly basis accruing against an agreed upon estimated total value. Under this scenario, only actual time incurred is billed with all potential savings from unused/unbilled fees being 100% returned to Owner.

MC Group uses this billing arrangement commonly with other clients which often results in final billed amounts to be less than the estimated value. We like to return savings to the Owner from various sources, including our own fees.

The following represents the estimated fees for Phase 1: CONCEPTS DEVELOPMENT & PRESENTATION as a not-to-exceed total based on the hourly rates provided.

Not-to-exceed values for the subsequent phases will be developed and presented for Village’s approval at a future date when a concept has been selected and approved at which time the scope of the project and the duration required to implement same is known,

MC Group plans to staff your project primarily with Ric Miller and Maura Riordan, supported by Christina Markham as Project Coordinator. Jackie Clarke, Angela Brzowski and Jerrod Wolf, all MC Group equity partners, will also be available for project input and support if/as may be necessary and appropriate.

Hourly Rates

The following represents the 2026 hourly rates by position. These rates reflect a 5% preferred client discount, the best rates that we offer to our longstanding repeat clients. Rates are subject to a 3% increase on the first day of each calendar year.

- **Partner – Ric Miller:** \$244.43 less 5% discount (\$12.22) = **\$232.21**
- **Senior Project Manager – Maura Riordan:** \$228.34 less 5% discount (\$11.42) = **\$216.92**
- **Project Coordinator – Christina Markam:** \$97.86 less 5% discount (\$4.89) = **\$92.97**

Estimated Fees by Project Stage

Phase 1 - CONCEPTS DEVELOPMENT & PRESENTATION

- **Not-to-Exceed \$5,000** *including fees and expenses*
 - Ordinary expenses such as Phone/IT charges, office supplies and expenses, etc. are included within the fee rates.
 - Extraordinary expenses such as out-of-town travel will be invoiced at cost without mark-up and must be pre-approved by Owner.

MC Group will submit invoices for services provided by the first day of each month and Owner will make payment for the full invoice amount by the last day of the same month.

Late payments will be subject to interest charged at a rate of 1.5% per month. Payment shall be deemed late if not received at the offices of MC Group within five (5) calendar days of the date due.

ARTICLE III - ADDITIONAL TERMS AND CONDITIONS

- A. Neither party shall assign its entire obligations under this Agreement as a whole without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, and, to the extent permitted herein, their respective assigns.
- B. This Agreement may be canceled by Owner with or without cause with one (1) month's written notice to MC Group and payment of all fees and reimbursable expenses then due or to become due until the cancellation takes effect.
- C. The provision of professional services includes the exercising of professional judgment with the usual thoroughness and competence of the profession. No warranty or representation, expressed or implied, is intended in MC Group's proposal, Agreement or reports. It is the client who ultimately makes the decision on matters associated with the project even if the decision means acceptance of MC Group's recommendations and judgments.
- D. MC Group's maximum liability related to services rendered pursuant to this agreement (regardless of form of action, whether in the agreement, negligence or otherwise) shall be limited to the charges paid to

MC Group for the portion of services given rise to the liability. In no event shall MC Group be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation lost profits, opportunity costs, etc) even if it has been advised of their possible existence.

- E. Owner shall indemnify and hold harmless MC Group and its personnel from and against any claims, liabilities, costs and expenses (including without limitation, attorneys' fees and the time of MC Group's personnel involved) brought against, paid or incurred by MC Group at any time and in any way arising out of or relating to MC Group's services under this agreement. This provision shall survive the termination of this agreement for any reason.

MC Group shall indemnify and hold harmless the Owner and its officers, employees and contractors from and against any claims, liabilities, costs and expenses (including without limitation, attorneys' fees) brought against, paid or incurred by Owner at any time and in any way arising out of or relating to negligent or intentional acts and/or errors and/or omissions of MC Group. This provision shall survive the termination of this agreement for any reason.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the Owner or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Owner or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

- F. All notices required to be given under this Agreement shall be given in writing and shall be hand delivered or deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid addressed to the parties.
- G. MC Group will provide evidence of Commercial General Liability Insurance coverage.
- H. MC Group shall perform its duties hereunder as an independent contractor and not as an employee of Owner. Neither MC Group nor any agent or employee of MC Group shall be or shall be deemed to be an agent or employee of Owner.

By signature below, the parties to this Agreement indicate that they have received and reviewed this Agreement and understand and accept this Agreement and intend to be bound by its provisions.

Accepted and agreed to by:

Owner Representative:

MC Group, LLC
233 Grey Fox Court
Colgate, WI 53017

Ric Miller

Date: 8/18/2026

Name/Title:

Village of Germantown WI
N112 W17001 Mequon Rd
Germantown, WI 53022

Date:

Name/Title:

End of Agreement



BUSINESS OF THE BUILDING CONSTRUCTION OVERSIGHT COMMITTEE

MEETING DATE: August 27, 2026

PLACEMENT: Discussion

ITEM TITLE: Police Department Building Update (DISCUSSION)

SUBMITTED BY: Patrick Merten, Police Chief

SUMMARY EXPLANATION:

Update by Chief Merten and Owners Representative Ric Miller on the proposed new Police Department Building

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY COMMITTEE: