

VILLAGE OF ELM GROVE

**13600 Juneau Boulevard
Elm Grove, WI 53122**

COMMITTEE OF THE WHOLE

WEDNESDAY, NOVEMBER 29, 2023 * 5:00 P.M. * PARK VIEW ROOM

AGENDA

ZOOM LINK:

<https://us02web.zoom.us/j/87463256475?pwd=VHR1Rk93NTBMQmtQVG45aFhJL1Zydz09>

MEETING ID: 874 6325 6475 PASSCODE: 918169

ROLL CALL

1. Watertown Plank Road Traffic Detour – Water Main Construction Update.
2. Discussion on Pedestrian Pathways – Highland Drive (North Ave to Gebhardt Road).
 - a. Updated cost estimate and project schedule.
3. Update on Underwood Creek Daylighting Project.
 - a. Review of Draft Referendum language.
 - b. Review of proposed scope of services – Stantec Engineering.
4. Review and discussion of proposal from Ruckert & Mielke for grant assistance services.
 - a. Review of modified proposal duration and references.
5. Update on Village Hall Security Enhancements.
6. Review of Trick-or-Treat Hours of Operation.
7. Update on Village Personnel.
8. Other Business.
9. Adjourn.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires that the meeting or materials for the meeting has to be in an accessible location or format must contact the Village clerk at 262-782-6700 or 13600 Juneau Boulevard by 3:00 p.m. Friday prior to the meeting so that any necessary arrangements can be made to accommodate your request.

NOTICE: it is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to in the above notice.

Highland Drive North Pedestrian Pathway

Estimated Project Schedule

Date Modified:			
9/27/2023			
Schedule Dates	Event	Notes	
10/9/2023	Site Walk-Through and Stake Path Centerline Complete		
10/13/2023	Request Submitted to Canadian Pacific for Crossing Coordination		
10/23/2023	Utilities Located and Survey Complete & Begin Initial Layout		
12/11/2023	Board of Public Works Meeting	2nd Monday of Month	
12/18/2023	Public Information Meeting		
1/3/2024	60% Plan Drawing Submittal to Village		
1/5/2024	60% Design Review Meeting		
1/8/2024	Board of Pubic Works - 60% Plan Review		
2/2/2024	90% Plan Drawing Submittal to Village		
2/7/2024	90% Design Review Meeting		
2/8/2024	Permits Submitted to WDNR		
2/12/2024	Board of Public Works Approval for Bidding	2nd Monday of Month	
2/13/2024	Revised Bidding Documents Submittal to Village		
2/14/2024	Last Design Review Meeting with Village Staff		
2/14/2024	Final Review Comments Back from Village		
2/14/2024	Send Advertisement to Village		
2/14/2024	Bidding Documents Complete		
2/14/2024	Bidding Documents To Quest		
2/15/2024	Advertisement Posted on Village Web Site		
--	1st Publication		
--	2nd Publication	At Least 7 Days after 1st Publication	
2/29/2024	Bid Opening	At Least 7 Days after 2nd Publication	
3/6/2024	Recommend Award		
3/11/2024	Board of Public Works Recommendation of Award	2nd Monday of Month	
3/26/2024	Award of Construction Contract (Village Board Action)	4th Tuesday of Month	
3/28/2024	Send Contracts and Notice of Award to Contractor		
4/10/2024	Permit Approvals Received from WDNR & Railroad		
4/12/2024	Contracts Returned to R/M		
TBD	Send Preconstruction Conference Announcement		
4/26/2024	Contracts Fully Executed	Note Duration Bids are Subject to Acceptance	
TBD	Submit Construction Staking Request with Final Plan Drawings to Field Services		
TBD	Preconstruction Conference		
TBD	Construction Staking		
4/30/2024	Contract Time Start / Issue Notice To Proceed		
5/6/2024	Start Construction		
9/13/2024	Substantial Completion Deadline		
6/30/2025	Ready for Final Payment Deadline	Allows for Vegetation to Establish	

From: [Gesch, Peter](#)
To: [Tom P. Harrigan](#); [Richard Paul Jr](#)
Cc: [Petersen, Anthony](#)
Subject: Highland Drive North Pathway Updated Costs
Date: Wednesday, November 22, 2023 7:11:20 AM
Attachments: [7de73c13-0e29-4ef5-a343-e3f299ee42e8.png](#)
[image754219.png](#)
[image296777.png](#)
[image145836.png](#)
[image687393.png](#)
[image486198.png](#)
[image204376.png](#)
[image658096.png](#)
[image290023.png](#)

Good Morning Tom & Richard –

Per our discussion yesterday, I wanted to summarize my updated estimate for the Highland Pathway project. After Richard and I completed a site walk-through to roughly lay out the path centerline, we noticed a few things that will affect the cost of the project, from estimates that we have previously provided.

One of those items is related to the grades within the right of way on the west side of the Highland, between Gebhardt and the railroad tracks. Constraints in this area with slope grades will likely require us to install additional storm piping to “enclose” the ditch in this area so that slope grades and match points are safe and appropriate grades. I’ve adjusted the estimate to increase the storm piping costs to a more conservative amount to account for this. Approximately an additional \$50,000 for this item.

Another item is the large cross culvert that is just north of the railroad tracks. In the concept phase, it was assumed that the culvert could be extended to facilitate a path crossing off the roadway. I had previously included a cost of \$20,000 to extend this. After field review with Richard, I don’t believe that it is feasible to extend the culvert without replacing the entire culvert across the roadway. I believe that even a temporary extension would not be feasible, and Contractors would heavily inflate a cost for the work due to the large amount of unknowns, given the shape that the existing culvert is in. Our recommendation is that the culvert is completely replaced as I believe that it would be the most cost effective and practical solution in the long run. Using some bid numbers that I received on a similar cross culvert replacement I estimate that the full culvert replacement would cost approximately \$115,000 to \$120,000, so about an additional \$100,000 from what I had in the previous estimate.

Here is a summary of construction and engineering costs:

- Construction Cost (Including additional costs mentioned above): \$577,889
- 20% Construction Contingency: \$115,600
- Engineering (Survey, Design, Permitting, Bidding, Construction Administration): \$198,350

Total estimated cost to construct the 2,650-foot-long pathway on Highland Drive in 2024 inclusive of construction, a 20% contingency, and engineering costs is **\$891,839**.

As we get further into design and finalize various parts of the project, I will continue to update my

estimate and keep you in the loop. An option that we have, that we can discuss prior to bidding, if needed, is to bid the full culvert replacement as a mandatory alternate bid. If the bid is favorable, we can do it as part of this project. If the bid is way too high, the pathway can be temporarily installed at the crossing to cross on the shoulder of the road until the culvert replacement work can be done.

Let me know if you have any questions or need anything else.

Thanks,

Peter W. Gesch, P.E. (WI)

Project Engineer



262-953-3014



920-901-4624



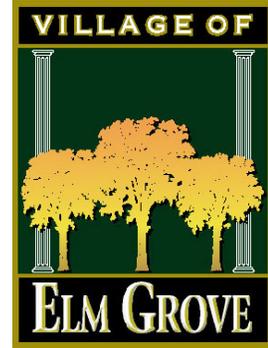
PGesch@ruekert-mielke.com



ruekertmielke.com



Learn how our employee owners “make community possible” at R/M! [Watch Video](#)



MEMO

TO: Board of Trustees
FROM: David De Angelis, UC Daylighting Project Assistant
DATE: November 27, 2023
RE: Underwood Creek Daylighting Project

Discussion on Underwood Creek Daylighting Project

In the last several weeks Mr. Harrigan, Ms. Gehl and I have been meeting and discussing this project with the appraisers, attorneys, and Stantec regarding bringing this project to referendum and if approved to final completion. To date we have accomplished the following:

1. Prepared a draft referendum question for your review and discussion
2. Finalized the appraisals for easement and property acquisition
3. Met and discussed the National Fish and Wildlife Grant, requested and received an extension.
4. Worked with Stantec in regards to preparing the draft proposal for services as attached.
5. Prepared an updated rough schedule that was put forward earlier in the year with comments.

At this time the staff is looking for the following input from the Board:

1. Discussion on proposed language for the referendum and direction for staff to put together a final draft for review at the December Board meeting.
2. Discussion on the Stantec proposal and scope. It is intended that after this discussion staff will be able to finalize a scope for the proposal and garner cost estimates. I believe this should be a time and material scope with a not to exceed number without further Board approval.
3. Review and discuss the timeline.

As this is now the holiday season and new year we are optimistic about gaining contacts with the various permitting agencies for discussion and finalizing our path forward. The one remaining item that needs to be worked on with staff and the consultants is our final cost estimates. It is anticipated after discussion with Atty. de la Mora that the cost as it appears on the referendum needs to include the engineering, attorney, easement acquisition and construction costs. The cost estimate should have at least a 10% if not a 20% contingency in it for any unexpected expenses. This estimate should be available at the next Board meeting.

~DRAFT REFERENDUM LANGUAGE~

“Shall the Village of Elm Grove complete the Village’s long term stormwater management plan by daylighting and realigning Underwood Creek south of Watertown Plank Road through the downtown area. This portion of the project consists of land purchases, easement acquisitions and construction of a new channel for the purpose of stormwater management, public safety and ensuring the economic viability of the downtown. The additional project expenses shall not exceed \$____million dollars.”

Projected Schedule

	Start Date	End Date (Est. Created 7-23)	End Date (Est. Created 11-23)	Comments
Underwood Creek Daylighting				
OHM Property Demo	23-Feb	3/30/2023	3/30/2023	Completed
Purchase RR property	1/1/2023	2/1/2024	5/1/2024	Estimated at 6 months at this point with new appraisal, still trying to connect with representative.
Easements from remaining properties	1/1/2023	8/1/2023	2/1/2024	Sending out packets with appraisals shortly and then scheduling meetings to finalize.
Hiring of Project Engineer			12/19/2024	
Permit Submissions to DNR/FEMA			ASAP	Cannot be made until land aquisition is completed. Looking for exemption for RR property to move along quicker 3 to 6 mo. Review time
Educational materials	2/1/2023	4/1/2024	On going	Referendum materials should be prepared and be sent out in at least 2 if not 3 waves prior to the election.
Referendum	1/1/2024	4/2/2024	Same	
Amenities and design elements	1/1/2023	8/1/2023	8/1/2024	This timing allows for separate conversation regarding those amenities and demonstrates they are not part of the core project.
Financing strategy	1/1/2023	1/1/2024	Same	Plan should be completed and able to be demonstrated to public as part of educational materials.
Final permitting	8/1/2023	1/1/2024	11/1/2024	
Bidding	5/1/2024	6/1/2024	11/1/2024	Bidding should commence immediately after permits are secured.
Begin Construction	8/1/2024	5/31/2025	2/1/2025	Constrctiion should commence approximately 60 days
Constructin Completion			10/1/2025	Allows for 8 months construction and restoration. Maybe longer based on weather.

SCOPE OF SERVICES

UNDERWOOD CREEK DAYLIGHTING IMPLEMENTATION

A. BACKGROUND

The Village of Elm Grove intends to move forward with construction of the Underwood Creek Daylighting project through the Village downtown area. In January 2019, Stantec completed construction drawings and specifications for the project, as well as permit application documentation for state and federal wetland and waterway permits and a FEMA Conditional Letter of Map Revision (CLOMR) floodplain permit. Since that time, the Village has completed its Downtown Master Plan Guidelines (January 2020, SEH) and made progress on acquiring easements or title to the parcels required for construction of the project.

The Village has requested that Stantec now provide a scope of services to assist with completing the remaining property/easement acquisitions, permits, and necessary updates to the construction documents.

The following items were identified in 2019 as needing to be completed prior to bidding and construction:

- Acquisition of title to the portion of the Canadian Pacific Kansas City Railway (CPKC) corridor between downtown and the crossing with Underwood Creek south of downtown.
- Acquisition of easements in the downtown parking lot area.
- State and federal wetland and waterway permits.
- FEMA Conditional Letter of Map Revision (CLOMR) floodplain permit.

This proposal describes the scope of work necessary to complete these items, as well as additional tasks related to the administration, bidding and construction of the project.

B. TASK DESCRIPTIONS

The proposed scope of work includes the tasks and services described below.

1. CPKC parcel acquisition, parking lot easement negotiation assistance

Stantec will assist the Village with coordination and technical support associated with purchase negotiations for the CPKC parcel required for stream channel construction in the vicinity of and downstream of Wall Street. Stantec regularly works closely with CPKC through our Master Services agreement with CPKC for engineering services. We also recently assisted the MMSD with a similar

negotiation related to purchase of a parcel in the City of Milwaukee along the Menomonee River that was required for construction of a floodwall along the CPKC track corridor.

- CPKC typically scrutinizes projects that may affect its tracks, and has been known to enforce design requirements to ensure that its operations are not adversely affected. The coordination and review process with CPKC can affect the project schedule.

Stantec will also assist the Village with technical support associated with easement acquisitions required for stream channel construction in the parking lot north of Wall Street.

2. Updates to wetland and waterway permit applications, FEMA CLOMR permit application

Stantec will update the application packages for state and federal wetland permits (WDNR Wetland Fill and USACE Section 404) and waterway permits (WDNR Ch 30) associated with the project. Changes have occurred since 2019 that affect completion of the wetland permit applications: the SEWRPC wetland delineation previously conducted for the project has expired. The delineation will need to be completed again and resurveyed. A pre-application meeting will be conducted prior to completion of the application package for Village submittal.

Stantec will update the application package for the FEMA CLOMR permit application. Changes have occurred since 2019 that affect completion of the CLOMR application: the Waukesha County floodplain maps were recently updated (October 19, 2023). The CLOMR modeling and mapping components of the application package need to be revised to reflect the update.

3. Construction documents update to reflect changes since 2019

Stantec will update the drawings to reflect changes to the site conditions that have occurred since 2019, as well as technical or administrative changes. Known changes involve primarily modifications and demolition that have occurred at the One-Hour Martinizing site. It is also possible that We Energies may have made modifications to their facilities. At least one site visit will be made to verify current existing conditions. A site survey may also be required on portions of the project area. Technical specifications and front-end documents (Invitation to Bid, Requirements for Bidders, Bid Form, etc.) will be modified accordingly. The version of AutoCAD Civil 3D originally used to draft the design will be updated since the original version is no longer supported by the software vendor. Technical review of structural elements will be conducted by current staff where structural review and sign-off is required.

After the construction documents are updated, Stantec will conduct an independent technical review of the drawings and specifications for compliance with current standards/practices.

4. Engineer's Opinion of Probable Construction Cost (EOPCC) update

Stantec will update the EOPCC provided in January 2019.

5. Public outreach assistance

Stantec will assist the Village with development and execution of its public outreach efforts to promote public involvement prior to and during construction.

6. Grant development

Stantec will assist the Village with grant funding application development.

7. Bid-phase services

Stantec will assist the Village with bid-phase activities including Contractor requests for information (RFIs) during bidding, addenda, and bid evaluation.

8. Construction-phase services

Stantec will assist the Village with construction-phase activities including design team engineering support, Contractor progress meetings, submittal and shop drawing review, claims support, and record drawings.

C. SCHEDULE

The scope of services described will commence upon receipt of a signed agreement serving as the Village's Notice to Proceed.

D. FEE

Stantec's fee associated with the services described is provided in the attached table.

- Tom: to be provided after we nail down the scope.

November 6, 2023

Mr. Tom Harrigan and Ms. Monica Hughes
Village of Elm Grove
13600 Juneau Boulevard
Elm Grove, WI 53122

Re: Proposal for Grant Assistance Services

Dear Mr. Harrigan and Ms. Hughes:

Let us face it, municipal budgets are tight. Grant funding can be the catalyst to make projects happen. While grants provide funding, they are not free money. Finding, writing, winning, and administering a project with a grant takes time and money. While many municipalities would love to take advantage of these sources of funding, most do not have the internal staff capacity or expertise to invest in the chase.

Ruekert & Mielke, Inc. (R/M) is pleased to have the opportunity to submit a proposal to assist the Village of Elm Grove with grant planning services. In recent years, many federal, state, and local grant programs have seen historically high funding levels. We are well positioned to help the Village to identify and match grant programs to your project needs. Our resumes are enclosed so you can see our Team's breadth and depth of experience with grants. Most importantly, we seek out grant matches where the Village has a worthwhile return on their investment. This proposal outlines a Scope of Services to assist you with setting up a grant program to better take advantage of the current favorable grant climate.

We propose the following Scope of Services:

Grant Planning Assistance

- Task 1.01 Lead a kickoff meeting to review the Village's capital plan, budget, and desired projects. During the kickoff meeting we will also review the desired timelines for implementing your projects.
- Task 1.02 The next step is to identify potential grant programs that line up with your desired projects. After digging into available federal/state/local programs, we will prepare a summary matrix of grant programs and detail the grant deadlines, grant writing burden, estimate of success, and grant administration burden. With this matrix we will help you to prioritize programs that are worth pursuing and eliminate programs that do not make the cut. We will also lay out a timetable for meeting any upcoming grant application deadlines.
- Task 1.03 Grant programs and funding levels are not static. We will regularly locate and make you aware of new and upcoming grant programs. We will notify you promptly of these opportunities and will summarize our findings in quarterly updates for the Village. These updates will also include recommendations regarding the funding and fit for Village projects. This not only will help you to stay on top of new opportunities, but it will also provide you with a tool to quickly answer constituent questions.
- Task 1.04 We have found that new opportunities happen all the time. It is critical that you are prepared to act quickly when funding becomes available. Being prepared includes having project summaries/budgets/background materials assembled. This also includes having necessary registrations, resolutions, and any necessary pre-application information submitted. We will work to get you to be positioned to quickly respond when new funding becomes available.
- Task 1.05 Once a grant program has been identified, we can assist you with preparing grant applications. We are flexible to assist where needed, and to step aside where we are not needed. We always seek to provide value and will not push you to invest in writing grants that are not worthwhile. The level of effort for writing a grant can vary significantly based on the specifics of the program and how much our client wants to handle. For this reason, we

generally prepare a separate proposal for grant writing services once we know more of the project specifics.

Task 1.06 Some grants require grant administration. We are also very flexible in only providing the level of grant administration assistance that you need. Much like grant writing, the level of effort for this task cannot be defined until we know the program and how much our client wishes to complete with their own staff.

R/M proposes to complete Tasks 1.01-1.04 on a Time and Materials basis for an estimated fee of **\$4,080**. We will not exceed this amount without your prior approval. Task 1.05 and 1.06 will be completed by separate proposal once the level of effort for those services can be determined.

The professional services detailed in the proposal will begin on January 1, 2024 and be completed by December 31, 2024. R/M will proactively communicate with the Village throughout the duration of the project at an agreed-upon frequency. Our updates will keep you apprised of the project status regarding 1) The scope; 2) Tasks completed; 3) The timeline anticipated for remaining tasks; and 4) Any changes to the project.

The above-described professional services will be provided to you in accordance with the attached two-page **RM Standard Terms & Condition (Non-Engineering)** dated March 7, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

We look forward to this opportunity to work with the Village of Elm Grove. To further discuss your needs, our proposed scope, or anything else, please reach out to me at chorton@ruekert-mielke.com or (262) 953-4142.

Respectfully,

RUEKERT & MIELKE, INC.

Cory Horton 
Digitally signed by Cory Horton
DN: C=US,
E=chorton@ruekert-mielke.com,
O=Ruekert & Mielke, CN=Cory Horton
Date: 2023.11.06 08:56:05-06'00'

Cory Horton, PE, CFM, CPESC, EnvSP
Municipal Team Lead
chorton@ruekert-mielke.com

CLH:nah
Enclosure

cc: Ryan T. Amtmann, P.E., Ruekert & Mielke, Inc.
Anthony D. Petersen, P.E., Ruekert & Mielke, Inc.
Ed Maxwell, M.B.A., Ruekert & Mielke, Inc.
Bridgot Gysbers, Ruekert & Mielke, Inc.

Proposal for Grant Assistance Services
Between Village of Elm Grove
and
Ruekert & Mielke, Inc.
Dated November 6, 2023

CLIENT NAME:

Village of Elm Grove

Signature: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

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

Title: Vice President _____

Date: November 6, 2023 _____

Designated Representative:

Name: Cory Horton _____

Title: Municipal Team Lead _____

Phone Number: (262) 953-4142 _____

A. Standards of Performance

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

B. Authorized Representative

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

C. Payments to Engineer

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

D. Ownership and Reuse of Documents

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

E. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

F. Permits and Approvals

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

G. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

H. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

I. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

J. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph G. "Limit of Liability," of this Agreement.

K. Independent Contractor

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

L. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

M. Severability and Waiver of Provisions

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

N. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

O. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT



CORY L. HORTON, P.E., CFM, CPESC, ENV-SP MUNICIPAL TEAM LEADER

Cory is the Municipal Team Leader located in the Madison office. One of Cory's primary skill sets is identifying and securing funding for clients. Throughout his career, Cory has secured nearly \$100 million in grant funding. With over 25 years of industry experience, Cory possesses unique expertise that enables him to identify programs, align them with client needs, and successfully secure grants. His diverse background includes administering state-level grant programs, serving as a Director of Public Works, and even holding an elected office. This multifaceted experience gives him an unparalleled ability to match funding programs with projects.

CONTACT

- 262.542.5733
- chorton@ruekert-mielke.com
- Madison

EDUCATION

- Master of Science,
Civil and Environmental
Engineering
- University of Wisconsin,
Madison
- Bachelor of Science,
Civil Engineering
- University of Wisconsin,
Madison
- Associate of Science,
Engineering Science
- College of DuPage

REGISTRATIONS & AFFILIATIONS

- Professional Engineer- WI, IL
- Certified Floodplain Manager
- Certified Professional in
Erosion and Sediment Control
- Envision Sustainability
Professional
- American Society of Civil
Engineers
- American Public Works
Association
- Southwester Wisconsin
Association of Public Works
Supervisors

EXPERIENCE

USDA Climate Smart Commodities

As a consultant, Cory helped a private agricultural company identify and secure a \$40 million grant to implement conservation farming practices aimed at climate resilience.

Great Lakes Commission Great Lakes Basin Program

Cory prepared a successful grant application for a demonstration project focused on stabilizing tall clay bluffs near Lake Superior. He was also responsible for project design, implementation, and grant administration. The grant award was \$18,100.

Wisconsin Department of Transportation Multimodal Local Supplement

Serving as the Town Engineer for Lake Mills, Cory assisted with grant writing, project design, and grant administration for the reconstruction of a 1.8-mile local town road. The grant award was \$435,000.

USDA Fertilizer Production Expansion Program

Cory helped a private company secure a \$4,563,744 grant for a custom-blend fertilizer production facility aimed at minimizing environmental impacts.

Environmental Protection Agency Section 319 Nonpoint Source Management Program

Cory assisted a municipality in securing a \$517,409 grant to restore 1,400 feet of eroding shoreline along Long Lake's north shore.

Federal Emergency Management Agency – Hazard Mitigation Grant Program

As the Chief Storm Water Engineer for McHenry County, Cory secured a \$1,219,359 grant for the voluntary buyout of 10 homes, which were then demolished to create a county park and canoe launch.

Wisconsin Department of Transportation – Local Roads Improvement Program

As the Director of Public Works for the City of Fitchburg, Wisconsin, Cory utilized LRIP funding biennially for road resurfacing projects. The grants administered exceeded \$100,000.



CORY L. HORTON, P.E., CFM, CPESC, ENV-SP
MUNICIPAL TEAM LEADER



EXPERIENCE (CONT.)

Wisconsin Department of Transportation – Transportation Economic Assistance

As a director of Public Works, Cory was assisted with grant writing, construction administration, and grant administration for the construction of Sub-Zero Parkway. Grant award was \$1,000,000.

Great Lakes Restoration Initiative – Ravine Restoration

Cory wrote a successful grant application that secured \$840,900 for ravine restoration in Lake Bluff, Illinois.

Department of Natural Resources Open Space Land Acquisition and Development Grants

Cory authored over ten grants for park improvement projects, securing a total of \$5,456,300 in funding.

United States Geological Survey – National Water Quality Network

As the Chief Storm Water Engineer, Cory secured a \$150,000 grant for a real-time surface and groundwater monitoring network in McHenry County.



BRIDGOT A. GYSBERS

LEAD ECONOMIC CONSULTANT

Bridgot is an expert in grant writing and administration, who has a wide-range of experience, in varying industries and project types. Bridgot also has 16 years of direct regulatory experience which has equipped her with a deep understanding on how to navigate internally and externally through the regulatory environment. At R/M, she uses this experience to maximize funding and also find the optimal financial and management solutions for each of her clients.

EXPERIENCE

Community Development Block Grant (CDBG)

Administration

The Community Development Block (CDBG) grant provides grant to local governments to fund projects to the primary purpose of economic development. Bridgot oversaw the grant administration for the City of Columbus, where she managed the grant from award through final disbursement. The focus areas of the grant administration included procurement and contracting, environmental, equal opportunity, labor standards, financial management and reporting. In addition, requirements of the grant include participation in a single audit completed by DEHCR (Division of Energy, Housing and Community Resources). Bridgot successfully managed the audit by providing DEHCR the requested documentation that was obtained throughout the administration of the grant.

Rural Energy for America Program (REAP) Grant Application and Administration

The Rural Energy for America Program (REAP) provides grant and loan funding to agricultural producers and rural small businesses for renewable energy system or to make energy efficiency improvements. Bridgot has assisted both small businesses and agricultural producers with application and administration of this grant for their renewable energy projects. As part of the application process, she demonstrated the project cost savings related to installation of the renewable energy project while also satisfying the requirement as part of the Bipartisan Infrastructure Law (BIL).

Fund for Lake Michigan

The Fund of Lake Michigan grant is targeted to the Lake Michigan shoreline, near shore areas and watersheds within the Lake Michigan basin in Wisconsin. City of Greenfield was awarded this grant for the Honey Creek stream-restoration project. Upon award, Bridgot administered the grant, by filing compliance reports quarterly through the project completion, as required by the grant.

Wisconsin DNR Surface Water Grant

The surface water grant program provides cost-sharing grants for surface water protection and restoration. Funding is available for education, ecological assessments, planning, implementation, and aquatic species prevention and control. Many types of grant funding are available to support any stage of the project from organization capacity development to project implementation. The City of Greenfield was awarded this grant for the Honey Creek stream restoration project. Upon award, Bridgot administered the grant through reimbursement.

CONTACT

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Madison

EDUCATION

- Bachelor of Science, Business Administration, Accounting - Marian University, Fond du Lac, WI
- National Association of Regulatory Utility Commissioners (NARUC) Rate School, West Coast
- Wisconsin Public Utility Institute, Energy Utility Basics, Madison, WI

16+

» years «
experience



BRIDGOT A. GYSBERS
LEAD ECONOMIC CONSULTANT



EXPERIENCE (CONT.)

Wisconsin Coastal Management

Wisconsin Coastal Management Program (WCMP) is dedicated to preserving and improving access to natural and historic resources of Wisconsin's Great Lakes coasts. The City of Greenfield was awarded this grant for the Honey Creek stream-restoration project. Upon award, Bridgot administered the grant by filing both quarterly and the final report for the duration of the grant period. Bridgot also administered the grant through final reimbursement.

Targeted Runoff Management (TRM) Grant

The TRM grant offers competitive grants to local governments for the control of pollution that comes from diffuse sources, also called "nonpoint source pollution". The funding from these grants reimburse costs for agricultural or urban runoff management practices in targeted, critical geographical areas with surface water or groundwater quality concerns. The City of Greenfield was awarded this grant for the Honey Creek stream-restoration project. Upon award, Bridgot administered the grant through reimbursement.

Sustain our Great Lakes

Sustain our Great Lakes program is public-private partnership whose mission is to sustain, restore, and protect fish, wildlife and habitat in the Great Lakes basin by leveraging funding, building conservation capacity, and focusing partners and resources toward key ecological issues. The City of Greenfield was awarded funding through Sustain our Great Lakes. Bridgot managed the grant, upon award, through final reimbursement.

Clean Water Fund (CWF) and Safe Drinking Water Loan Program (SDWLP) Application and Administration

Bridgot has applied for and administered the funding of both the CWF and SDWLP for many municipalities. This included assisting with the loans and principal forgiveness, including satisfying federal-equivalency requirements. Bridgot also has a thorough understanding of the regulatory requirements of the CWF and SDWLP, given her prior experience at the PSCW. Bridgot has a thorough understanding of the process from the outside-in of the process to secure the funding requested by municipalities.

Urban Nonpoint Source (UNPS) & Storm Water Management Grant Applications and Administration

The Urban Nonpoint Source & Storm Water (UNPS & SW) Management Grant Program offers competitive grants to local governments for the control of pollution to diffuse urban sources that is carried by storm runoff. Grants from UNPS & SW program reimburse costs of planning or construction projects controlling urban nonpoint source and storm water runoff pollution. Bridgot assisted with the application and administration of this program both for construction and planning grants. This including completing and filing the applications, as well as creating and submitting reimbursement requests.

Knowles-Nelson Stewardship Grant Application and Administration

The Knowles-Nelson Stewardship Grant is awarded to local governments to fund recreational development and conservation land purchases statewide. Bridgot assisted with the application and administration of this program for the City of Mukwonago. This included completing the application, coordinating pre-application call with the Wisconsin Department of Natural Resources (WDNR) to discuss the project, in addition to coordinating and submitting additional supporting documentation requested by the WDNR to support the project.

Local Roads Improvement Program (LRIP)

LRIP is a reimbursement program which assists local governments in improving seriously deteriorating county highways, municipal cities and villages, and town roads. This program provides funds for road improvements that may not be eligible for any other road improvements funding or cannot successfully compete for other state or federal aid. Bridgot assisted the Town of Norway in 2022 with the application and administration of this application. This included completing the application, as well and responding to inquiries requested by the WDOT to support the project.



BRIDGOT A. GYSBERS
LEAD ECONOMIC CONSULTANT



EXPERIENCE (CONT.)

Milwaukee Metropolitan Sewerage District (MMSD) Green Solutions

MMSD provides financial incentives to MMSD member municipalities to help achieve water quality compliance while progressing towards MMSD's 2035 Vision to integrated watershed management. The City of Greenfield was awarded financial incentives through MMSD Green Solution for their Honey Creek stream-restoration project. Bridgot administered the grant by filing the program baseline report upon project completion to obtain final reimbursement.

Selected Publications

Served as a member of American Water Works Association (AWWA) and Wisconsin American Water Works Association (WIAWW). Bridgot has been involved with the IT & Security Committee, Small Systems Committee, Membership Committee, and Finance Committee of WIAWWA. In 2023, Bridgot accepted the role of Chair and Vice-Chair of the Membership and IT & Security Committees, respectively.



EDWARD F. MAXWELL

ECONOMIC CONSULTANT

Ed joined Ruekert & Mielke, Inc. (R/M) in 2017 as an Economic Consultant. He is an expert in funding solutions, including grant writing and administration. His prior experience in corporate finance has prepared him to create efficiencies and seek the best return for clients. At R/M, he has used this experience to maximize funding and find the optimal financial and management solutions for all his clients.

CONTACT

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Madison

EDUCATION

- Bachelor of Arts in English - Lawrence University, Appleton
- Master of Business Administration - Finance & Investment Banking - Wisconsin School of Business, Madison



EXPERIENCE

Clean Water Fund and Safe Drinking Water Loan Program Applications

Ed has applied for and won loans for clients through the state revolving fund. He has helped clients win the maximum amount of principal forgiveness available on projects as well. One example: the savings Racine Wastewater Utility will see on its recent plant upgrade and conveyance system improvements exceed \$9 million over the life of the loans, including the principal forgiveness the utility gained.

Grants and Funding Education

Ed provides clients with overviews of primary funding options, with a special focus on grants. He identifies particular grants that match well with specific projects, explaining the chances of success, the level of effort to pursue the opportunity, and the follow-up that would be needed if the grant is won.

Urban Nonpoint Source (UNPS) Grant Applications & Administration

Ed has applied for and won UNPS grants for clients for a variety of storm water projects designed to improve water quality. He has also assisted clients with the administration of the grants, including timely handling of the requests for reimbursements.

Targeted Runoff Management (TRM) Grants Administration

Ed has assisted with administering TRM grants for clients, including assembling and analyzing invoices in order to complete requests for reimbursements and final reports on the projects.