

VILLAGE OF ELM GROVE

13600 Juneau Boulevard
Elm Grove, WI 53122

BOARD OF TRUSTEES

MONDAY, DECEMBER 18, 2023 * 7:00 P.M. * COURTROOM

ZOOM LINK:

<https://us02web.zoom.us/j/88213872737?pwd=b0hhTGpBU1pyNUZXdjZXTm9HSkp2Zz09>

MEETING ID: 882 1387 2737 PASSCODE: 486134

AGENDA

ROLL CALL

PLEDGE OF ALLEGIANCE

1. Public Hearing
2. Public Comments on any subject without any action, except possible referral to a governmental body or staff member
3. Approval of Agenda
4. Approval of Minutes
 - a. Board of Trustees – November 28, 2023
 - b. Committee of the Whole – November 29, 2023
5. Report of the Village President – James Koleski
6. Report of Fire Chief – Brian Naylor
 - a. FD Report – November
7. Report of Police Chief – Jason Hennen
 - a. PD Report – November
8. Report of EMS Director – Dr. Jon Robinson
9. Report of Village Clerk
 - a. Review and act on 2024 - 2025 Poll Worker and Special Voting Deputy Appointments
 - b. Review and possible action on resolution 121823 to submit a question to a referendum regarding the Daylighting of Underwood Creek Project.

10. Report of Village Manager – Thomas Harrigan

- a. Review and possible action on a Proposal for Grant Assistance Services between the Village of Elm Grove and Ruekert & Mielke, Inc.
- b. Review and possible action on a Economic Development Cooperation Contract between the Waukesha County Center for Growth and the Village of Elm Grove for 2024.
- c. Review and possible action on a Underwood Creek Daylighting Implementation Scope of Services between the Village of Elm Grove and Stantec Engineering.

11. Report of Village Attorney – Hector de la Mora

12. Report of Standing Committees

- a. **Plan Commission – President Koleski**
Report on discussion and any action taken at previous meetings, future agenda items, and upcoming meetings.
- b. **Library Board – Trustee Castile**
Report on discussion and any action taken at previous meetings, future agenda items, and upcoming meetings.
 - 1. (Workshop) - 12/13/2023
- c. **Public Works – Trustee Schindler**
Report on discussion and any action taken at previous meetings, future agenda items, and upcoming meetings.
 - 1. Minutes Dated 12/11/2023
- d. **Public Safety – Trustee Sayas**
Report on discussion and any action taken at previous meetings, future agenda items, and upcoming meetings.
- e. **Legislative – Trustee Stuckert**
Report on discussion and any action taken at previous meetings, future agenda items, and upcoming meetings.

- f. **Park and Recreation – Trustee Shepherd**
Report on discussion and any action taken at previous meetings, future agenda items, and upcoming meetings.
- g. **Administrative and Personnel – Trustee Stuckert**
Report on discussion and any action taken at previous meetings, future agenda items, and upcoming meetings.
- h. **Finance and Licensing – Trustee Koleski**
Report on discussion and any action taken at previous meetings, future agenda items, and upcoming meetings.
 - 1. Project Updates and Financial Report
 - 2. Review and act on vouchers

13. Closed Session –

- a. **May convene into closed session pursuant to Wis. Stat. Sec 19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a Closed Session – more specifically regarding contract negotiations with the Elm Grove Police Union.**
- b. **May convene into closed session pursuant to Wis. Stat. Sec. 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.**

14. The Board may reconvene to open session. The Board reserves the right to take action on any topic discussed in Closed Session.

15. Other Business

16. 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.

Village of Elm Grove Board of Trustee Meeting Minutes

Board of Trustee Call to Order:

The meeting was called to order by President Koleski at 7:17 PM.

Roll Call:

PRESIDENT KOLESKI
TRUSTEE SHEPHERD
TRUSTEE STUCKERT
TRUSTEE SCHINDLER
TRUSTEE SAYAS
TRUSTEE CASTILE
TRUSTEE HILLMANN

TOM HARRIGAN, VILLAGE MANAGER
HECTOR DE LA MORA, VILLAGE ATTORNEY
KATHERINE GEHL, ASST. VILLAGE MANAGER/ZONING ADMINISTRATOR
MONICA HUGHES, FINANCE DIRECTOR
BRIAN NAYLOR, FIRE CHIEF

The Pledge of Allegiance was recited.

President Koleski asked that the Public Hearing be moved to Report of Standing Committees: Finance & Licensing so as to honor the 7:30 PM time on the Public Hearing Notice.

- 1.) Public Comments – *Please note comments read into record are included in the minutes. Comments emailed to Village Board members, but not read aloud, are not included.*

Ted Wentzel – 14905 Watertown Plank Road, Elm Grove, WI 53022
Mr. Wentzel spoke about this year’s Oktoberfest event. He thanked the Village for their support for this year’s event and stated that a record breaking \$74,000+ were raised. This was a 7% increase from 2022 and 13% increase from 2021.

Mary Inden – 14745 Watertown Plank Road
Ms. Inden informed the Board of the Holiday Open House which occurred on November 11, 2023 and its success.

- 2.) Approval of Agenda

President Koleski asked that the Public Hearing be moved to Report of Standing Committees: Finance & Licensing so as to honor the 7:30 PM time on the Public Hearing Notice.

MOTION BY TRUSTEE SHEPHERD, SECOND BY TRUSTEE SCHINDLER, TO APPROVE THE AGENDA AS AMENDED. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

- 3.) Approval of Minutes

- a. October 24, 2023 – Board of Trustees DRAFT Minutes
- b. November 16, 2023 – Special Board of Trustees DRAFT Minutes

Village of Elm Grove Board of Trustee Meeting Minutes

MOTION BY TRUSTEE STUCKERT, SECOND BY TRUSTEE HILLMANN, TO APPROVE THE MINUTES OF THE OCTOBER 24, 2023 BOARD OF TRUSTEES MEETING AS AMENDED. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

MOTION BY TRUSTEE SCHINDLER, SECOND BY TRUSTEE STUCKERT, TO APPROVE THE MINUTES OF THE NOVEMBER 16, 2023 SPECIAL BOARD OF TRUSTEES MEETING AS AMENDED. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

4.) Report of the Village President – Jim Koleski

a. Consider and act on possible appointments to Village Committees or Boards

i. Board of Appeals

1. Jess Ripp – Chairperson (5/1/2026)
2. Eric Peter – (5/1/2026)
3. Jessica Bellows – (5/1/2026)
4. Michael Van Kleunen – Alternate Seat (5/1/2024)

ii. Beautification Committee

1. Rachel Corwin
2. Debrah Vander Heiden
3. Eva McCormack
4. Elizabeth Hermsen

President Koleski noted that there are three (3) current openings on the Board of Appeals and the previous Chair was no longer able to serve and stepped down. President Koleski also noted that Mr. Erica Peter was present at the meeting. Trustee Shepherd asked if it was typical to appoint on a 6-month term. President Koleski said appointments follow a term-end on May 1st so if someone is appointed during the year it could be a shorter term.

MOTION BY TRUSTEE CASTILE, SECOND BY TRUSTEE HILLMANN, TO APPOINT ERIC PETER, JESSICA BELLOWS, AND MICHAEL VAN KLEUNEN TO THE BOARD OF APPEALS AND TO APPOINT JESS RIPP AS CHAIRMAN OF THE BOARD OF APPEALS. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

President Koleski noted that Elizabeth Hermsen has been withdrawn from consideration.

MOTION BY TRUSTEE HILLMANN, SECOND BY TRUSTEE SAYAS, TO APPOINT RACHEL CORWIN, DEBRAH VANDER HEIDEN, AND EVA MCCORMACK TO THE BEAUTIFICATION COMMITTEE. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

b. Caroline Heights Construction Update – Presented by Catalyst Construction

President Koleski explained that the Village requested that representatives for the development attend the Board meeting as there were community concerns related to construction vehicle traffic, water and dust control, etc. He stated that this is something that he would like to see happen on a quarterly basis.

Mr. Andrew Hellermann with Mandel Group and Mr. Ryan Raskin with Catalyst Construction were present at the meeting.

Village of Elm Grove Board of Trustee Meeting Minutes

Mr. Hellermann stated that Catalyst currently sends Village Manager Harrigan a weekly update every Friday that is published on the Village website. Demolition is ongoing with mass grading occurring now. Contractors are also prepping for new home construction as well as working on interior and exterior framing on the historic building. Mr. Hellermann stated that there have been a number of challenges. There have been complaints regarding noise and he understands that the Village Ordinance is 7:30 AM for start of construction and this has been communicated with the contractors on site. There have also been complaints regarding dust that are being addressed. He noted that dust is a product of construction but crews have been actively sweeping streets and applying water. Finally, trucking was noted as an issue and Mr. Hellman noted that a lot of the issue related to the water main construction but as this work is finishing up the issue should be resolved soon.

Trustee Sayas asked about trucks on side streets off of Watertown Plank Road as well as houses along Red Barn Lane that have reported heavy dust and what the messaging should be. Mr. Hellermann stated that residents who have concerns should go to Village Manager Harrigan so that there is one line of communication as well as a method of record keeping. TH said there was an onsite meeting to address common concerns. Mr. Hellermann stated that they have washed resident's houses, windows, and roofs and are open to doing this. The residents should reach out to Village Manager Harrigan who can connect them with Mr. Hellermann.

JK asked Andrew to explain experience working on these types of projects. Been with Mandel for 2 years for this project mainly. High-rise/large development projects. Mr. Hellermann stated he has many years of experience working on high-rise and large development projects and Mr. Raskin stated he has been with Catalyst for four (4) years and has been in the industry for 30 years. They were in agreement that it takes getting the residents used to what is going on but as mitigation they have locked gates to restrict construction traffic as one way in, one way out.

Trustee Stuckert asked about the trees on the property and who has been monitoring that the correct trees have been removed/maintained. Mr. Hellermann stated that all trees on the site have been tagged based on plans. Mr. Hellermann told Trustee Stuckert that he can provide an assurance that all trees have stayed/been removed according to plan with a third party coming in and doing a site inspection. Mr. Hellermann also noted that some other trees are not in good shape and want to work with the Village to address this.

Trustee Shepherd asked if they are on schedule with construction. Mr. Hellermann stated that there have been slight delays but believes that these could be made up and they could be on track with the original schedule.

Mr. Hellermann stated that demolition crews are wrapping up and they will be doing mass grading/site work until a deep freeze. Excavation and concrete work will be beginning on Building 1. As building work begins there will be up to 100 cars a day and equipment coming in and out of the site. Trustee Stuckert noted that it will be important to communicate with construction crews on the importance of safety with school age children that will be in the area.

Village of Elm Grove Board of Trustee Meeting Minutes

Village Manager Harrigan clarified that a warning has been given that citations will be given to trucking companies that are violating the rules.

The Board was in agreement that they would like representatives from the development to attend the February 27, 2024 Village Board meeting for an update.

President Koleski asked that workflow and complaints and their solutions be included in the weekly reports that Catalyst shares with the Village.

MOTION BY TRUSTEE CASTILE, SECOND BY TRUSTEE SCHINDLER, TO MOVE THE PUBLIC HEARING TO THE NEXT AGENDA ITEM. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

5.) Public Hearing

- a. Proposed 2024 Operating and Capital Budgets including 2023 Tax Levy and 2024 User Fees.

President Koleski opened the Public Hearing. President Koleski noted that the budget summary has been posted on the Village's website for the last three weeks.

Mary Inden – 14745 Watertown Plank Road

Ms. Inden stated that the Board should be thinking in the future and reaching out to the State as it relates to current levy limits because the current limits do not take into account last minute projects and/or emergencies that need to be funded on a short notice.

President Koleski closed the Public Hearing seeing no further comment.

6.) Report of Fire Chief – Brian Naylor

- a. October Fire Department Report

Trustee Stuckert asked if the flyer related to fire extinguisher inspections is posted on the Village Website. Fire Chief Naylor said he does not want to cast too wide of a net because this program is intended for Village of Elm Grove residents and businesses but he will work with Assistant Village Manager Gehl to include the flyer on the website and in the digital newsletter.

7.) Report of Police Chief – Jason Hennen

- a. October Police Department Report

8.) Report of EMS Director – Dr. Jon Robinson

None.

9.) Report of Village Clerk

- a. Review and action on the December 26, 2023 meeting date

Village Manager Harrigan explained that the December meeting is customarily moved a week earlier than normal because of the holidays but staff is asking to move the meeting to

Village of Elm Grove Board of Trustee Meeting Minutes

Monday, December 18 due to staff conflicts.

MOTION BY TRUSTEE STUCKERT, SECOND BY TRUSTEE HILLMANN, TO CHANGE THE DECEMBER 26, 2023 BOARD OF TRUSTEES MEETING DATE TO DECEMBER 18, 2023 AT 7:00 PM ALL WERE IN FAVOR. MOTION CARRIED 7-0.

b. Spring Election – Offices on Ballot (Type A Notice)

Village Manager Harrigan noted that this Notice is required to be posted for the Spring Election. He stated that if anybody in the public is interested in running, there are papers available at Village Hall.

10.) Report of Village Manager – Thomas Harrigan

a. Review and possible action on the Elmbrook Humane Society Services Agreement for 2024

Village Manager Harrigan stated that this agreement is normal and customary and the fee will remain same as 2023. He recommended approval.

MOTION BY TRUSTEE STUCKERT, SECOND BY TRUSTEE SAYAS, TO APPROVE THE ELMBROOK HUMANE SOCIETY SERVICES AGREEMENT FOR 2024. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

b. Review and possible action on the Waukesha County Joint Powers Agreement – County 9-1-1 Emergency System

Village Manager Harrigan stated this Agreement is required to be adopted by state statute and is a recurring agreement.

MOTION BY TRUSTEE CASTILE, SECOND BY TRUSTEE HILLMANN, TO APPROVE THE WAUKESHA COUNTY JOINT POWERS AGREEMENT – COUNTY 9-1-1 EMERGENCY SYSTEM. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

c. Update on the municipal water extension from the City of Wauwatosa and traffic detour

Village Manager Harrigan stated that the intention is to have road fully restored by December 8, 2023. The laterals will not be installed until spring.

Trustee Shepherd asked what the sentiment has been from the business community. Village Manager Harrigan said that there is an eagerness for road to open and he has frequent communication with the Elm Grove Business Association to provide them updates but he has not heard too many complaints.

Trustee Sayas asked if the yield signs and stop signs will be immediately removed once Watertown Plank Road is re-opened. Village Manager Harrigan stated yes as the Resolution which approved these signs noted the signs as temporary. Attorney de la Mora stated that the Board could maintain these signs if desired because they may need to

Village of Elm Grove Board of Trustee Meeting Minutes

happen again because the Resolution gives the Board discretion. Trustee Schindler said the yield signs could be an issue for plowing and President Koleski was in agreement that they should be removed. Village Manager Harrigan said the current intention is to remove them give notice to community. President Koleski stated he has concerns with closing Watertown Plank Road again and would like to avoid doing so.

11.) Report of Village Attorney – Hector De La Mora

No report.

12.) Report of Standing Committees – Please review the minutes on our website for more details.

A. Plan Commission – President Koleski

The Plan Commission did not meet. No report.

B. Library Board – Trustee Castile

Trustee Castile noted that the Strategic Plan was presented at the most recent meeting which noted the ongoing issue is staffing. The details of the Plan will be discussed at the next meeting.

Trustee Sayas reminded the Board that Lights of Love tree lighting and celebration will be held on Sunday, December 3 from 3:30 PM to 5:00 PM.

C. Public Works – Trustee Schindler

Trustee Schindler noted that the committee discussed the PPII project and that the current project is intended to be completed by the end of January. The Gebhardt Road is completed and is anticipated to come in under budget. The 5-year paving plan was also discussed and storm water and storm sewer work has begun in preparation. A new Public Works employee was hired.

D. Public Safety – Trustee Sayas

The Public Safety Committee did not meet. No report.

Trustee Sayas stated that the Public Safety Committee will also not meet in December.

E. Legislative – Trustee Stuckert

The Legislative Committee did not meet. No report.

F. Park and Recreation – Trustee Shepherd

Village of Elm Grove Board of Trustee Meeting Minutes

Trustee Shepherd noted that an update of the basketball court was given to the Committee and clarified that it is in the Capital Budget for replacement in 2024 and will be bid out soon. The Junior Guild put forth several Tree of Giving Gala donation requests that the Committee approved. The Winter/Spring Recreation Guide has been sent and resident registration opens soon. The Beer Garden had its best year ever and was open a total of 70 days. The Committee also did a review of tennis court and baseball field rental fees and it was noted that the Village was below market and subsequently increases were approved: tennis courts increased to \$7.50/hour for residents and baseball field rental fees increased to \$75/day for residents. Park bench donations requests were also reviewed and the Committee looked at the current inventory/locations. The Committee determined the focus of any new donations should be within the pool, east of the new basketball court, and along the running trail by South Park.

G. Administrative and Personnel – Trustee Stuckert

The Administrative and Personnel Committee did not meet. No report.

Trustee Stuckert informed the Board that Staff is in the process of union negotiations.

H. Finance and Licensing – President Koleski

1. Project Updates and Financial Report

President Koleski noted that a 10-month, year-to-date, of Village performance was reviewed and the Village is performing with revenue above and expenditures below the overall but certain expenditures will most likely arise when budgets are closed out at year-end.

2. Review and act on Resolution 112823A to Approve 2024 budget, 2024 User Fees and 2023 Tax Levy

President Koleski noted that the Finance & Licensing Committee recommended approval of the budget.

Trustee Sayas asked about reducing street line painting and what the industry standard is for this. Village Manager Harrigan said the Village has historically done line painting every other year but does not know the industry standard. However, this change came from a recommendation of Public Works staff.

Trustee Stuckert asked about the budget shortfall for the pier and where this stands. President Koleski said that this will be discussed at the Committee of the Whole meeting but the Village is responsible currently for covering it.

Village of Elm Grove Board of Trustee Meeting Minutes

Trustee Sayas noted the recreation budget and small reductions that have been made and hopes that things will not be pushed off. President Koleski noted that things that may be pushed off are reviewed annually so that they are budgeted for when they need to be.

President Koleski noted the reduction in tree planting and stated that he would like to look for ways to budget for this in 2024.

President Koleski read the budget Resolution aloud.

MOTION BY TRUSTEE SHEPHERD, SECOND BY TRUSTEE SCHINDLER, TO APPROVE RESOLUTION 112823A TO ADOPT THE 2024 BUDGET, 2024 USER FEES, AND 2023 TAX LEVY AS PRESENTED. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

President Koleski also noted that the Finance & Licensing Committee had a session with IT staff to go over projects in 2024.

3. Review and act on vouchers

President Koleski noted that the Committee reviewed and recommended approval of vouchers.

MOTION BY TRUSTEE HILLMANN, SECOND BY TRUSTEE STUCKERT, TO APPROVE THE VOUCHERS AS SUBMITTED. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

13.) Closed Session

- a. Closed Session – May convene into closed session pursuant to Wis. Stat. Sec. 19.85 (1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
- b. Closed Session – May convene into closed session pursuant to Wis. Stat. Sec 19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a Closed Session – more specifically regarding contract negotiations with the Elm Grove Police Union.
- c. Closed Session – May convene into closed session pursuant to Wis. Stat. Sec 19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a Closed Session – more specifically with respect to easement acquisitions for the daylighting of Underwood Creek more specifically from Elm Grove Park and Shop at 13425 Watertown Plank Road, Elm Grove Associates LLC at 13425 Watertown Plank Road, Village Court LLC at 890 Elm Grove Road and the Canadian Pacific Railroad.

Village of Elm Grove Board of Trustee Meeting Minutes

BY ROLL CALL VOTE, ALL WERE IN FAVOR OF GOING INTO CLOSED SESSION. MOTION CARRIED 7-0.

MOTION BY TRUSTEE SCHINDLER, SECOND BY TRUSTEE SHEPHERD, TO RECONVENE INTO OPEN SESSION. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

MOTION BY TRUSTEE STUCKERT, SECOND BY TRUSTEE HILLMANN, TO INCREASE THE SALARY OF FINANCE DIRECTOR TO \$97,795 FOR THE PURPOSE OF INCLUDING THE JULY 1, 2023 1% WAGE ADJUSTMENT THAT WAS GIVEN TO ALL EMPLOYEES. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

MOTION BY TRUSTEE HILLMANN, SECOND BY TRUSTEE SAYAS, TO ACCEPT THE APPRAISAL PROVIDED BY VALBRIDGE PROPERTY APPRAISERS FOR THE PROPERTY LOCATED AT 13425 WATERTOWN PLANK ROAD DATED NOVEMBER 22, 2023. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

14.) The Board may reconvene into open session. The Board reserves the right to take action on any topic discussed in Closed Session.

15.) Other Business

None.

16.) Adjourn

MOTION BY TRUSTEE SHEPHERD, SECOND BY TRUSTEE SAYAS, TO ADJOURN THE MEETING. ALL WERE IN FAVOR. MOTION CARRIED 7-0.

Meeting adjourned at 10:06 PM.

Minutes transcribed by: Katherine Gehl

Minutes Approved on:

Village of Elm Grove Committee of the Whole Meeting Minutes

Board of Trustee Call to Order:

The meeting was called to order at 5:05 PM.

Roll Call:

PRESIDENT KOLESKI
TRUSTEE SHEPHERD
TRUSTEE STUCKERT
TRUSTEE SCHINDLER
TRUSTEE SAYAS
TRUSTEE CASTILE
TRUSTEE HILLMANN

TOM HARRIGAN, VILLAGE MANAGER
HECTOR DE LA MORA, VILLAGE ATTORNEY
KATHERINE GEHL, ASST. VILLAGE MANAGER/ZONING ADMINISTRATOR

1.) Watertown Plank Road Traffic Detour – Water Main Construction Update

Village Manager Harrigan introduced the item and stated the anticipated road re-opening is within the first week of December, weather dependent. With the re-opening of Watertown Plank Road the detour will be eliminated as well as the yield signs along Elmhurst Parkway and stop signs on Legion Drive.

Trustee Castile asked if the current stop signs help with safety. Trustee Schindler clarified that studies have been done for this purpose and these studies have not shown it makes it safer.

President Koleski noted that further discussion regarding keeping the stop signs could be brought to the Public Safety Committee for consideration.

2.) Discussion on Pedestrian Pathways – Highland Drive (North Ave to Gebhardt Road)
a. Updated cost estimate and project schedule

President Koleski introduced the item and noted that the Village has received an updated memo from Ruekert & Mielke for anticipated project costs.

Village Manager Harrigan explained that Mr. Peter Gesch from Ruekert & Mielke and Public Works Director Richard Paul Jr. walked the site and discovered that some costs were not included in the original project cost estimate. First, the slope of the ditches on the west side of Highland Drive will require additional storm water piping and covering to make it at grade. Second, the cross culvert on Highland Drive just north of the railroad tracks needs to be replaced. The center of the culvert is in good shape but the ends are failing so the recommendation is to replace the culvert in its entirety.

Trustee Schindler clarified that this culvert would need to be replaced when Highland Drive is done and it is scheduled for 2025 so in reality this can be considered a storm water project.

Village Manager Harrigan noted that funding for this project is available in the Transportation Fund and there could be additional funds from the Gebhardt Road project coming in under budget.

Village of Elm Grove Committee of the Whole Meeting Minutes

Trustee Schindler noted that he is disappointed in the service from Ruckert & Mielke and believes that the site inspection should have been done earlier so it could be considered when the Village was preparing the budget.

Ms. Natalie Schneider, who sits on the Public Works/Utilities Committee and Ad Hoc Pathways Committee, was present at the meeting and she noted that the pathway is required to stay within 25' of roadway. She also suggested that at the time roads get scheduled for re-paving the Village could inspect culverts so that there are no surprise costs.

Village Manager Harrigan stated that the original schedule Ruckert & Mielke shared is still accurate; however, the public information meeting will need to be rescheduled due to the December Village Board meeting.

Village Manager Harrigan stated he could reach out to Ruckert & Mielke, Stantec, raSmith to notify them of the upcoming bid.

Attorney de la Mora noted that most professional services contracts are not exclusive but the point should be relayed that the Board wants to go out to bid as soon as possible so as to not bog down pathway work.

President Koleski asked if the funding for this work will be through the transportation or storm water fund. Village Manager Harrigan noted that it would typically come from the storm water fund but there are not a lot of funds to alternative funding will most likely be required.

Village Manager Harrigan will work on rescheduling the public information meeting soon and will make sure that the meeting is advertised in the newsletter, on social media, and on the website. Letters will also be sent to residents directly along the project area.

3.) Update on Underwood Creek Daylighting Project
a. Review of Draft Referendum language

Village Manager Harrigan introduced the item and explained that staff has been meeting, appraisals have been finalized, referendum language has been drafted, and discussions with property owners will be happening very soon. The Village also received an extension from the National Fish and Wildlife Foundation (NFW) for funding through 2024. Staff also notified NFW of a potential extension that may be required beyond 2024 but it was shared that a request should be made at that time. Stantec is interested in taking this project on and provided DRAFT contract language and project timeline.

Village Manager Harrigan presented the first draft of the referendum question for review. It was noted that this question should be easy for voters to comprehend.

The Committee discussed the draft referendum language and provided various corrections and updates based on staff, resident, and committee member input. Staff will finalize the changes to the draft language and will have it ready for discussion at an upcoming meeting.

Trustee Sayas asked if a public information meeting will be held. Trustee Schindler noted that he will be giving a presentation at the Elm Grove Woman's Club with village representatives in attendance on February 8, 2024 at 7:00 PM.

Village of Elm Grove Committee of the Whole Meeting Minutes

b. Review of proposed scope of services – Stantec Engineering

Village Manager Harrigan introduced the item stating that Rich Klein with Stantec is interested in being a part of this project again and provided a proposed scope of services for review.

Trustee Stuckert noted in the first paragraph of the proposed scope of services states that a Downtown Master Plan was approved in 2020 but this is not true.

Village Manager Harrigan noted that the most recent cost estimates the Village has seen are from May of 2023. President Koleski noted that these should be updated to include the costs we now know.

Trustee Schindler thought it is important to emphasize that property taxes are not going to go up because of this project because it is within the Tax Increment District (TID). President Koleski would like this discussion added to the next Committee of the Whole meeting agenda.

President Koleski asked that in a revised scope of services proposal costs should be included on a time/materials basis and as not to exceed as well as errors and omissions and professional liability.

4.) Review and discussion of proposal from Ruckert & Mielke for grant assistance services
a. Review of modified proposal duration and references

Village Manager Harrigan noted that this discussion first took place at the last Committee of the Whole meeting and Ruckert & Mielke has since modified the term of the contract to a full year at the start of 2024. References were also provided but staff were only able to get a hold of one and they only had good things to say. Approval of the contract can be put on December Board of Trustees agenda if the Committee was amenable.

Trustee Schindler noted that a lot of the grants that Corey did were for rural areas and things that our staff currently have a handle on; however, the cost is minimal so we could give a try for a year.

Village Manager Harrigan noted that it would be an hourly cost while they are working on a grant but they would give us the cost first for approval.

5.) Update on Village Hall Security Enhancements

Village Manager Harrigan introduced the item and explained that staff has been considering constructing a wall and door that will be linked with current key pad system that will create a new front counter and a locked hallway for staff offices. The total project cost will be less than \$10,000 and will be paid for using current capital funds and completed by staff.

The Committee went to view the project area to get a better understanding of the work that will be done.

The Committee was in support of the project to increase security and safety for staff.

6.) Review of Trick-or-Treat Hours of Operation

Village of Elm Grove Committee of the Whole Meeting Minutes

President Koleski requested that this discussion be moved to a future Committee of the Whole meeting. The Committee was in agreement.

7.) Update on Village Personnel

Village Manager Harrigan explained the IT Director Iqam Hans and Recreation Manager Logan Kein are doing great. The Administrative Assistant position is currently posted.

President Koleski also noted the Police Department is fully staffed.

8.) Other Business

Trustee Stuckert referenced the Landscape Plan for the Caroline Heights development and requested that the Village have a checkpoint with personnel following the investigation to double-check their findings. She would also like any trees that Mandel is indicating need to be taken down are reviewed by someone from the Village.

Village Manager Harrigan stated that he spoke with the Village Forester who had suggested using Wachtel.

Attorney de la Mora noted that Mandel should propose remediation measures for the trees that they are noting need to be taken down due to weakening as a result of the construction.

Trustee Stuckert asked if there are any ordinances against people removing mature trees from their lots and if not if a fee could be created. President Koleski said this discussion could be added to a future Committee of the Whole agenda. Staff should look into what the current ordinance is.

Trustee Sayas noted she had gotten a question from a resident regarding leftover funds from the Gebhardt Road project and if it could be used to purchase a second diving board. Village Manager Harrigan stated he believes the use of funds is discretionary but he would have to look at the referendum language to confirm.

Trustee Stuckert asked for an update on the fishing pier. Village Manager Harrigan stated that he had a conference call with the family who will be doing a second fundraising effort. Staff is awaiting an update.

President Koleski asked that an upcoming Committee of the Whole meeting be scheduled the second week of January.

9.) Adjourn

MOTION BY TRUSTEE HILLMANN, SECOND BY TRUSTEE CASTILE, TO ADJOURN THE MEETING. ALL WERE IN FAVOR.

Meeting adjourned at 7:36 PM.

Minutes transcribed by: Katherine Gehl

Minutes Approved on:

Elm Grove Fire department

Fire Chief Narrative

Board of Trustee Report

Training for November, 2023

For the month of November the fire department has concentrated on Fire Fighter Survival and Self Rescue. Rapid Intervention Team, deployment of various rescue techniques and tools.

This information is now on Village web site and direct mail to Elm Grove Business Association President. Starting in February 2024, the Elm Grove Fire Department will offer free fire extinguisher inspections. Inspections will be a visual exterior check limited to three extinguishers per Elm Grove Village resident or Elm Grove business owner. The inspections will be held on a quarterly basis.

November had 8 calls for service

1 Vehicle accident- happy to report nothing on Bluemound Road.

3 Automatic Alarms- smoke detector activation of alarm system and user error.

2 Mutual aid- 2 structure fires.

1 Structure Fire

1 CO alarm.

Respectfully submitted,

Brian Naylor, Elm Grove Fire Chief



Elm Grove Police Department
13600 Juneau Blvd, Elm Grove, WI 53122
(262)-786-4141

CM Inquiry Lists

Printed On: 12/14/23 09:19

Elm Grove Police Department

Case#	Invest#	Status	Assigned Date	Prim PF	Solv Fact	Highest - CAT
23-000610	23-000027	Open	12/07/23	Mayer, Craig A		11-Fraud
23-000609	23-000026	Open	12/07/23	Mayer, Craig A		11-Fraud
23-000601	23-000025	Open	12/05/23	Lenardic, Sean Z		11-Fraud
23-000519	23-000003	Open	11/22/23	Mayer, Craig A		11-Fraud
23-000495	23-000021	Open	11/15/23	Lenardic, Sean Z		05-Burglary
23-000469	23-000002	Open	11/09/23	Mayer, Craig A		11-Fraud
23-000428	23-000022	Open	08/22/23	Lenardic, Sean Z		11-Fraud
23-000398	23-000001	Open	11/09/23	Mayer, Craig A		05-Burglary
23-000388	23-000009	Open	11/13/23	Lenardic, Sean Z		11-Fraud
23-000369	23-000008	Open	11/13/23	Lenardic, Sean Z		26-All Other Offenses
23-000368	23-000004	Closed	11/13/23	Mayer, Craig A		11-Fraud
23-000342	23-000007	Closed	11/13/23	Lenardic, Sean Z		06-Theft
23-000335	23-000006	Closed	11/13/23	Lenardic, Sean Z		05-Burglary
23-000248	23-000005	Closed	11/13/23	Mayer, Craig A		11-Fraud
23-000063	23-000024	Open	11/30/23	Lenardic, Sean Z		18-Narcotic Law Violations
23-000036	23-000011	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
23-000030	23-000012	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
22-000673	23-000020	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
22-000672	23-000019	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
22-000671	23-000018	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
22-000670	23-000017	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
22-000669	23-000016	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
22-000668	23-000015	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
22-000667	23-000014	Closed	06/01/23	Mayer, Craig A		10-Forgery/Counterfeiting
22-000666	23-000013	Closed	06/01/23	Mayer, Craig A		11-Fraud



**ELM GROVE POLICE DEPARTMENT
MONTHLY REPORT
Call for Service Total Activity**



1/1/2023 - 11/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total
911 Malfunction	0	0	0	1	0	0	1	1	0	0	0	3
911 Verify	22	27	30	28	43	40	31	13	28	17	19	298
911/TDD Test	6	9	9	5	6	2	5	7	5	6	3	63
Abandoned Vehicle	3	0	0	0	2	0	0	1	0	0	0	6
Accident-Deer/F/PI/PDO	1	0	0	0	0	1	0	0	0	0	0	2
Accident-Pedestrian F/PI/PDO	0	0	0	1	0	0	0	0	0	1	1	3
Accident-Personal Injury	1	0	1	0	2	1	1	2	1	2	0	11
Accident-Property Damage On	16	4	7	3	8	4	14	17	7	14	8	102
Accident-Unknown	0	0	0	0	0	0	0	1	2	1	1	5
Alarm Business	2	2	5	6	2	6	4	10	1	5	3	46
Alarm Residential	5	6	1	4	4	4	6	5	0	8	7	50
Alarm Vehicle	0	1	0	0	0	0	0	0	0	0	0	1
Ambulance Request	14	15	26	32	24	19	25	28	26	14	26	249
Animal Bite Dog/Cat	0	0	0	0	0	1	0	0	0	0	0	1
Animal Complaint	5	7	8	5	12	11	9	11	9	5	11	93
Area Check	9	5	2	4	4	2	3	5	4	1	4	43
Assault	0	0	0	0	1	0	0	0	0	0	0	1
Assist Invalid	9	4	4	3	10	11	3	1	6	4	8	63
Assist Other Ambulance Servic	3	3	5	4	1	2	3	1	5	2	4	33
Assist Other Fire Department	0	1	1	2	3	1	0	2	0	2	2	14
Burglary	1	0	0	0	1	1	1	2	1	0	0	7
Burning Complaint	0	0	1	3	1	1	0	0	0	0	1	7
CDTP	0	1	0	3	0	1	0	2	1	2	1	11
Community Relations	32	26	33	35	29	30	38	29	27	34	22	335
Controlled Substance/Drugs	0	0	0	0	0	0	0	0	0	0	1	1
Court Order Vios/TRO/DOM/IN	0	0	0	0	1	0	0	1	0	1	0	3
Death Investigation	2	1	2	0	1	0	0	1	0	0	1	8
Disabled Vehicle	13	10	16	15	16	8	8	11	4	11	4	116
Disorderly Conduct	2	2	6	5	6	3	1	2	4	2	2	35



ELM GROVE POLICE DEPARTMENT

MONTHLY REPORT

Call for Service Total Activity



1/1/2023 - 11/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total
Domestic Dispute	0	1	0	1	0	0	0	1	0	2	2	7
Duty Injury	0	0	1	1	0	0	0	1	0	0	1	4
Extra Patrol Request	3	1	4	4	4	14	8	5	10	6	5	64
Fire Alarm	0	1	3	2	2	3	1	4	2	7	2	27
Fire Department Call	1	4	9	2	6	8	12	7	0	3	3	55
Fireworks Complaint	0	0	0	0	0	1	3	0	0	0	0	4
Fugitive Warrants All	0	0	0	1	0	0	0	1	0	0	0	2
Harassment	0	0	0	1	0	1	0	0	0	0	1	3
Lockout	5	2	4	3	3	5	4	2	2	6	4	40
Lost Property	0	0	2	1	1	2	3	1	0	1	4	15
Missing Person	1	0	1	0	1	1	1	1	1	1	0	8
Mutual Assist to other PD	4	6	6	2	6	3	2	5	4	3	5	46
Noise Complaint	0	0	0	3	0	1	0	2	4	0	0	10
Open Door/Window Business	6	4	1	5	13	22	13	19	9	11	22	125
Open Door/Window Residence	6	7	10	6	10	7	13	8	10	8	7	92
Ordinance Violation	7	4	3	8	5	8	19	7	6	4	3	74
Parking Complaint	2	2	4	1	4	0	5	3	0	2	0	23
Patrol Info	0	0	0	0	3	1	5	5	3	6	1	24
Public Accident	1	0	0	0	0	1	1	0	0	0	0	3
Public Service	37	40	36	42	43	42	33	43	36	35	48	435
Recovered Property	2	3	0	5	6	3	7	5	8	4	4	47
Request Mutual Aid for Fire De	1	0	0	1	0	2	0	0	0	0	0	4
Request Mutual Aid for Police	9	9	15	15	7	7	7	6	10	12	10	107
Request Mutual Aid-Ambulanc	0	0	1	0	0	0	0	2	0	0	1	4
Sex Offense	0	0	0	0	4	0	0	0	0	1	0	5
Speed Trailer Deployment	0	0	0	0	2	0	0	0	1	1	0	4
Suspicion-General	4	3	7	2	4	8	10	4	2	9	4	57
Suspicious Person	9	3	5	9	7	21	11	13	10	7	4	99
Suspicious Phone Call	0	1	0	1	0	1	0	0	1	1	1	6
Suspicious Vehicle	13	7	18	23	24	20	21	8	15	11	5	165



**ELM GROVE POLICE DEPARTMENT
MONTHLY REPORT
Call for Service Total Activity**



1/1/2023 - 11/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total
Tavern/Tobacco Check	1	1	2	1	2	2	2	1	0	0	0	12
Test Call	0	0	1	2	0	0	1	0	0	0	0	4
Theft	14	6	9	4	5	11	6	6	10	7	7	85
Traffic Complaint	4	6	11	14	10	13	8	18	15	18	9	126
Traffic Counter Deployment	0	0	0	1	1	0	1	1	0	3	1	8
Traffic Hazard	6	8	8	4	15	16	12	7	17	15	6	114
Traffic Stop	452	387	362	474	340	363	412	321	302	312	295	4,020
Trespassing	0	0	0	0	1	0	0	1	0	0	0	2
Weather Alert/Warning	1	4	4	8	0	0	1	3	0	0	0	21
Zoning Complaint	0	0	0	0	1	0	0	0	0	0	0	1
Total	735	634	684	806	707	736	775	664	609	628	584	7,562

<u>CAD Dispositions</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total
All Other Dispos	477	438	483	534	522	509	474	464	426	429	404	5,160
Verbal Warning	258	196	201	272	185	227	301	200	183	199	180	2,402
Total	735	634	684	806	707	736	775	664	609	628	584	7,562



Elm Grove Police Department

MONTHLY REPORT



Case Activity based on CFS Management Codes

**** For official use only ****

CASES by CFS CODES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total
	0	0	0	0	0	0	0	0	0	1	1	2
Administrative	3	2	1	2	2	1	3	4	0	1	1	20
Aggravated Assault - Gun	0	0	0	0	0	0	0	0	0	0	1	1
Animal Complaints - Bite	0	0	0	1	0	1	0	1	0	0	0	3
Attempt Burglary - Residence/Night	0	0	0	0	0	0	0	0	1	0	0	1
Bail Jumping	0	0	0	1	0	0	3	0	0	1	1	6
Bail Jumping - Personal Recognizance	0	0	0	0	0	0	0	0	0	1	0	1
Burglary	0	0	0	0	1	0	0	0	0	0	0	1
Burglary - Forced	0	0	0	0	0	0	0	2	0	0	0	2
Burglary - Forced Entry/Residence/Night	0	0	0	0	0	0	0	0	1	0	0	1
Burglary - No Forced	0	0	0	0	0	0	0	1	0	0	0	1
Burglary - No Forced Entry/Residence/Night	0	0	0	0	0	0	1	0	0	0	0	1
Carrying a Concealed Weapon	0	0	1	0	0	1	0	0	1	0	1	4
Carrying a Prohibited Weapon	0	0	1	0	0	0	0	0	0	0	0	1
Cocaine - Possession	0	0	1	0	0	1	0	1	0	0	0	3
Cocaine - Sell	0	1	0	0	0	0	0	0	0	0	0	1
Criminal Damage to Property	0	0	0	0	0	0	0	1	1	1	0	3
Criminal Damage to Property - Private	1	0	0	0	1	1	0	0	0	0	0	3
Curfew	0	0	0	1	0	0	0	0	0	0	0	1
Death: Natural/Accidental	3	1	2	0	1	1	0	1	0	0	2	11
Disorderly Conduct	1	3	2	3	3	1	2	1	1	4	2	23
Disorderly Conduct - Fighting	0	0	3	1	0	0	0	0	0	0	0	4
Disorderly Conduct - Harassment/Threats	0	0	0	0	0	1	0	0	0	0	0	1
Disorderly Conduct - Simple Assault	0	0	0	0	1	2	0	0	0	0	0	3
Driving/Operating Under the Influence -	5	5	4	8	3	0	2	2	3	2	2	36
Found/Recovered - Animal	0	0	1	0	0	1	0	0	0	0	0	2
Found/Recovered - Person	1	0	1	0	0	0	0	0	0	0	0	2



Elm Grove Police Department

MONTHLY REPORT



Case Activity based on CFS Management Codes

**** For official use only ****

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total
Found/Recovered - Property	4	2	2	4	6	4	6	6	3	5	0	42
Fraud	2	1	0	1	1	2	0	1	2	1	3	14
Fraud - Identity Theft	1	1	0	1	0	1	3	1	1	1	1	11
Fraud - Illegal Use of a Credit Card	0	0	1	0	0	0	0	0	0	0	0	1
Fraud - Impersonate/Identity Theft	0	1	2	1	1	0	1	2	0	2	0	10
Fraud - Insufficient Funds Check	0	0	0	0	0	0	0	0	2	0	0	2
Fraud - Swindle	0	0	0	0	0	1	0	0	0	0	0	1
Fraud - Telecommunications	0	1	0	0	0	0	0	0	0	0	0	1
Fraud and Abuse - Computer/Computer	0	0	0	0	0	0	0	1	0	0	0	1
Health or Safety	0	0	1	1	0	0	0	0	0	0	1	3
Hit and Run/Leaving the Scene of an	0	0	0	0	0	0	2	2	3	2	2	11
Informational Report/All Other	3	3	3	7	7	4	5	4	6	1	5	48
Intimidation (Includes Stalking)	0	0	0	0	1	0	0	0	0	0	1	2
Liquor - All Other	0	0	0	0	0	0	0	1	0	0	0	1
Lost/Missing - Property	0	0	2	0	0	1	0	0	0	0	0	3
Lost/Missing Person - Juvenile	0	0	0	0	0	1	0	0	0	0	0	1
Marijuana - Possession	4	3	3	7	4	6	1	2	3	3	3	39
Marijuana - Sell	1	0	0	0	0	0	0	0	0	0	0	1
Mental Observation/Emergency Detention	0	0	2	2	4	1	0	1	0	0	1	11
Mutual Aid	1	1	0	0	0	0	1	2	0	0	0	5
MV Accident-Personal Injury	1	0	2	0	2	1	1	2	1	1	1	12
MV Accident-Property Damage Only	12	4	4	3	7	4	9	11	4	15	4	77
Narcotic Equipment (Paraphernalia) -	1	0	0	0	1	0	0	0	1	0	0	3
Obscene Material	0	0	1	0	0	0	0	0	0	0	0	1
Obscene Material - Possession	0	0	0	0	1	0	2	0	0	0	0	3
Obstructing Police-False Info	2	0	2	0	1	0	1	1	2	1	1	11
Opium/Derivative - Sell	0	0	0	0	1	0	0	0	0	0	0	1
Ordinance/Zoning Violation	0	1	0	0	2	0	1	0	2	0	0	6



Elm Grove Police Department

MONTHLY REPORT



Case Activity based on CFS Management Codes

**** For official use only ****

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total
Passing Forged Documents	4	0	0	0	0	0	0	0	0	0	0	4
Possess Stolen Property	0	0	1	0	0	0	0	0	0	0	0	1
Possession of a Stolen Vehicle	0	0	1	0	0	0	0	0	1	0	0	2
Resisting an Officer - Simple Physical Assault	0	0	0	1	0	0	0	0	0	0	0	1
Sex Offense	0	0	0	0	0	0	0	1	0	0	0	1
Sex Offense - Fondling of a Child	0	0	0	1	1	0	0	0	0	0	0	2
Sexual Assault	1	0	0	0	1	0	0	0	0	0	0	2
Sexual Assault - Drug Induced	0	0	0	0	0	0	0	0	0	1	0	1
Simple Assault	0	0	0	0	0	0	0	0	0	1	0	1
Suspicious Circumstances	0	0	0	0	1	1	0	0	0	0	0	2
Suspicious Person	0	0	1	0	0	0	0	0	0	0	0	1
Synthetic Narcotic - Possession	0	0	0	0	0	0	1	0	0	0	1	2
Theft - All Others \$50-\$199	0	0	0	0	0	0	0	0	0	0	1	1
Theft - All Others <\$50	0	0	0	0	0	0	0	0	1	1	0	2
Theft - All Others >=\$200	0	0	1	0	0	2	0	0	1	0	0	4
Theft - From Auto <\$50	0	0	0	0	0	0	1	0	0	0	0	1
Theft - From Auto >=\$200	0	0	0	0	0	1	0	0	0	0	0	1
Theft - From Mail >=\$200	1	0	0	0	0	0	0	1	0	0	0	2
Theft - From Yards \$50-\$199	0	0	0	1	0	0	0	0	0	0	0	1
Theft - From Yards >=\$200	0	0	0	0	1	0	0	0	0	0	0	1
Theft - Retail \$50-\$199	0	1	1	0	0	0	0	0	0	0	0	2
Theft - Retail <\$50	0	0	0	0	1	1	1	0	1	0	0	4
Theft - Retail >=\$200	0	0	1	0	0	0	0	0	0	0	0	1
Theft of Motor Vehicle	1	1	0	0	0	1	0	0	0	0	0	3
Threat - Terrorist/State Offenses	0	0	0	1	0	0	0	0	0	0	0	1
Traffic Offense	7	3	6	7	2	9	3	7	6	7	7	64
Warrant - Other Dept Pickup	0	4	5	5	4	1	2	2	2	1	1	27
Total	60	39	59	60	62	53	52	62	50	54	44	595

ELM GROVE POLICE DEPARTMENT
Monthly Report

	THIS MONTH	THIS YEAR TO DATE	LAST YEAR TO DATE
MISCELLANEOUS ACTIVITY:			
BUSINESS CHECKS	2,607	27,940	25,619
TAVERN CHECKS	0	12	28
VACANT HOME CHECKS	28	350	374
FORFEITURES & FEES COLLECTED	\$21,013.60	\$256,026.57	\$201,971.74

OVERTIME HOURS EXPENDED:			
Dispatcher Carryover	25.75	327.35	1,289.00
Officer Carryover	274.00	1,507.00	1,708.50
Court	5.50	97.00	55.50
Meetings/Conferences	0.00	33.00	24.50
Report Writing	0.50	44.00	10.50
Training	63.00	570.00	608.50
Investigation	21.50	81.50	27.00
Prisoner Process	1.50	25.00	7.50
Crime Prevention	0.00	61.50	69.00
Special Unit Call-Up (MIU, CDU, SCIT, METRO)	2.50	64.00	
Miscellaneous	0.00	30.50	105.50
OVERTIME HOURS TOTAL	394.25	2,840.85	3,905.50

911 CALLS RECEIVED:			
EMERGENCY	29	302	355
NON-EMERGENCY	14	100	115
MALFUNCTIONS	0	2	0
VERIFICATIONS	19	297	260
TESTS	3	63	56
TOTAL	65	764	786



DATE: December 11, 2023

TO: Village Board of Trustees

FROM: Katie Panella, Village Clerk

RE: Review and act on 2024-2025 Poll Worker and Special Voting Deputy Appointments

Wisconsin State Statute 7.30(4), requires the Board of Trustees nominate to the governing body the necessary election officials to staff each polling location, for a two-year term.

Please find attached the list of poll workers and Special Voting Deputies, including those nominated by the two dominant political parties, as well as unaffiliated poll workers.

Alberte, Erin	UA
Arevalo, Nancy	UA
Arkin, Alexandra	UA
Armitage, Lisa	UA
Arnold, Sarah	UA
Barcelona, Russell	UA
Barry Coffey, Stacy	UA
Becker, Penny	R
Berghauer, Jaye	D
Bertram, Bonnie	UA
Bloede, Elisabeth	UA
Breest, Nicole	UA
Cashin, Sally	UA
Celikay, Amy	D
Cindy DeStefanis	UA
Clauser, Joanne	UA
Corwin, Rachel	D
Cramer, Heather	UA
Culver, Christine	UA
Cutsforth, Susan	D
Daniels, Genevieve	UA
Danielson, Arlene	UA
Dave Procknow	UA
Day, Janet	UA
Derdzinski, Mike	UA
DiFonzo, Julie	UA
DiFonzo, Mark	UA
DiSalvo, Susie	UA
Donahue, Emily	UA
Dzwierzynski, Chirstine	D
Erickson, Julie	UA
Evenson, Carol	UA
Farrell, Richard	UA
Fennell, Nancy	UA
Ferguson, Nancy	UA
Fink, Eric	UA
Finn, Kathelene	UA
Follett, Sierra	UA
Fox, Nathan	UA
Frank, Kelly	UA
Frank, Sophia	UA
Franken, Karla	UA
Franz Lucas	UA
Frederickson, Dale	UA

Frederickson, JoAnn	UA
Freeddy, Susan	R
Galang, Lynn	UA
Gall, Tyra	UA
Hader, Shelby	UA
Hansen, Linda	UA
Hauser, Peggy	UA
Hendricks, Floyd	UA
Herman, Judith	UA
Horwitz, Kalila	UA
Huwiler, Elizabeth	D
Inden, Mary	UA
Jackson, Nicole	UA
Jacobson, Doug	UA
Jacobson, Janie	UA
Kelley, Margaret	D
Kirsch, Marianne	UA
Klassen, Ron	UA
Koehler, Ruth	R
Kolo, Lori	UA
Kovacs, Nancy	UA
Kuglitsch, Annette	UA
Kunze, Anne	UA
Ladewig, Nora	UA
Leverson, Leonard	D
Mastel, Melinda	UA
Mayhew, Sue	D
McClusky, Susan	UA
McCoy, Stacy	UA
McFadden, Emily	D
McLaughlin, Lisa	R
McVey, Cathy	UA
Meier, Chelsey	D
Mitchell, Michelle	UA
Moberly, June	D
Muthupandiyam, Megan	UA
NAME	UA
Nemec, Sandra	UA
Nicci Sternitzke	UA
Nova, Kathryn	UA
Oconnell, Leslie	UA
Oldenburger, Penny	UA
Parey, Beth	UA
Parks, Tom	UA

Pawlak, Debra	UA
Pendur, Jennifer	UA
Pentler, Mary	UA
Peschman, Terrie	UA
Pommerening, Sandy	UA
Potter, Sam	UA
Purins, Atis	R
Raad, Ursula	UA
Rakers, Cathy	R
Reiels, Michael	R
Repogle, Karen	D
Richlen, DJ	UA
Roedell, Bill	R
Rollman, Priscilla	UA
Roushar, Frank	UA
Roushar, Jan	UA
Rousseau, Alec	UA
Rousseau, Elizabeth (Beth)	D
Schaefer, Jayne	R
Schindler, John	UA
Schneider, Natalie	UA
Sertich, Maureen	UA
Sharpless, Katherine	UA
Socha, Jon	UA
St George, Debra	UA
Stensberg, Carla	D
Stilp, Gerry	UA
Stone, John	UA
Stuckert, Jennifer	R
Stuckert, Randy	R
Studebaker, Jennifer	UA
Swenson, Val	UA
Tarillion, Joseph	UA
Tarillion, Mary	UA
Thew, Madeline	UA
Thew, Margaret	UA
Thew, Michael	UA
Tucker, Jill	UA
Tusing, Kathleen	UA
Ullrich, Mary K	UA
Van Cleave, Julie	D
Vance, Mark	UA
Waller, Deb	R
Walt, Jane	UA

Walters, Christian	UA
Wan, Tina	UA
Warner, Julia	D
Waters, Adrienne	UA
Watter, Janice	UA
Wightman, Barry	D
Winter, Eva	UA
Wu, Ethel	UA
Wynia-Smith, Sarah	UA
Zaiser, Erika	UA

D = Democrat
R = Republican
UA = Unaffiliated - You do not need to be affiliated to be a poll worker.

RESOLUTION 121823

A RESOLUTION TO SUBMIT A QUESTION TO A REFERENDUM REGARDING CONSTRUCTION OF THE UNDERWOOD CREEK DAYLIGHTING PROJECT

WHEREAS, the Board of Trustees has determined that it is important to maintain and improve stormwater management systems and flood control facilities within the Village of Elm Grove; and

WHEREAS, Underwood Creek is currently channelized through a structurally failing underground box culvert which is located directly in the center of the downtown commercial district; and

WHEREAS, The Wisconsin Department of Natural Resources has stated there will be no issuance of a permit to repair or replace the existing underground box culvert upon its structural failure; and

WHEREAS, the Village has determined it is necessary to proceed with the Daylighting of Underwood Creek Project in order to naturalize and realign the creek channel; and

WHEREAS, this action will enhance public safety, increase flood control capacity, provide additional public space, connect pedestrian pathways and protect the economic viability of the downtown.

WHEREAS, a spending limit referendum was approved at the general election in April 2022 requiring all public works projects that exceed \$1,000,000 in expenditure to be approved by referendum vote; and

NOW THEREFORE BE IT RESOLVED, that the Village of Elm Grove Board of Trustees have determined this project to be in the best interest of the Village of Elm Grove and therefore shall be put forward to the electorate at the April 2, 2024 election: and

BE IT FURTHER RESOLVED, that pursuant to WI Stats §66.0803 (1) (b) and (c) the Village of Elm Grove Board of Trustees hereby submit the following question to a referendum to be on the April 2, 2024 ballot:

*“Shall the Village of Elm Grove complete the Village’s long term stormwater management plan developed in response to past flooding by daylighting and realigning Underwood Creek south of Watertown Plank Road through the downtown area? **The existing creek drainage enclosure located under the Park and Shop parking lot and the Sendik’s building is failing, and will not receive permitting for repair from the Wisconsin Department of Natural Resources or the U.S. Army Corps of Engineers. The remaining portion of the plan requires that the Village acquire land and easements to construct a naturalized streambed for the purpose of stormwater management. This action will enhance public safety, provide additional public space, connect pedestrian pathways and protect the economic viability of the downtown. The project will be paid for with existing storm water fees and continued funding from Tax Incremental Financing District #2. The total project cost SHALL not exceed \$_____.**”*

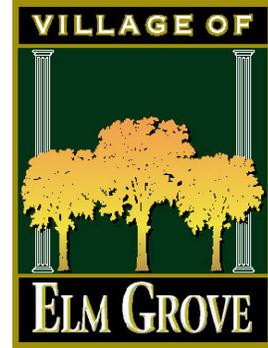
_____ YES _____ NO

Dated this 18th day of December 2023

VILLAGE OF ELM GROVE

James Koleski, Village President

Katie Panella, Village Clerk / Deputy Treasurer



MEMO

TO: Board of Trustees
FROM: Thomas Harrigan, Village Manager
DATE: December 13, 2023
RE: Report of the Village Manager for December 18, 2023

Item a: Review and possible action on a Proposal for Grant Assistance Services between the Village of Elm Grove and Ruekert & Mielke, Inc.

Enclosed in your packet is an updated Grant Assistance Services proposal from Ruekert & Mielke (discussed at the November 29th Committee of the Whole meeting). The term of the service proposal has been modified to begin on January 1, 2024 and conclude on December 31, 2024. Staff was directed to obtain hourly rates for those R&M employees providing grant assistance services through this agreement, these rates are as follows:

- Cory Horoton, Municipal Team Leader - \$234
- Ed Maxwell, Economic Development Consultant - \$176
- Bridgot Gysbers, Lead Economic Development Consultant - \$166

I am recommending approval pending review of the standard terms and conditions by the Village Manager and Village Attorney.

Item b: Review and possible action on an Economic Development Cooperation Contract between the Waukesha County Center for Growth and the Village of Elm Grove for 2024.

Since 2022, the Village has partnered with the Waukesha County Center for Growth (WCCG) for access to economic development technical assistance and support. Since engaging with WCCG, multiple businesses within the Village have been provided assistance with applications for Build Back Better grants and other State of Wisconsin grant programs. This partnership also provides staff access to monthly WCCG roundtable discussions with other partnering communities at which relevant economic development topics are presented by industry leaders. The Village's participation in the WCCG ensures that Waukesha County continues to have an Economic Development advocacy organization working to support communities and businesses within the region. I recommend approval for engagement in 2024.

Item c: Review and possible action on a Underwood Creek Daylighting Implementation Scope of Services between the Village of Elm Grove and Stantec Engineering.

Stantec Engineering has submitted a proposed scope of services to provide assistance and technical support for the various outstanding tasks associated with implementation of the Underwood Creek Daylighting Project. These tasks include:

1. Canadian Pacific Railroad parcel acquisition, parking lot easement negotiation assistance.
2. Updates to wetland and waterway permit applications, FEMA CLOMR permit application.
3. Construction documents update to reflect changes since 2019
4. Engineer's Opinion of Probable Construction Cost (EOPCC) update
5. Public outreach assistance
6. Grant development
7. Bid-phase services
8. Construction-phase services

The existing Underwood Creek Daylighting engineering plan set was completed by Stantec and this group has the most familiarity with the nuances of this project. I am recommending approval of the proposed scope of services pending review of the terms and conditions of the contract by the Village Manager and Village Attorney.

Please contact me prior to the meeting with any questions.

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

608.819.2600

bgysbers@ruekert-mielke.com

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

608.819.2600
emaxwell@ruekert-mielke.com
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.



November 20, 2023

James Koleski
Village of Elm Grove
13600 Juneau Blvd
Elm Grove, WI 53122-1679

Dear President Koleski,

Thank you for your support of the Waukesha County Center for Growth! The Village of Elm Grove's commitment to our efforts to advance businesses and grow communities is critical to the growth and prosperity of Waukesha County.

With your support, the Center for Growth has been able to continue to accomplish our mission of advancing businesses and growing communities. Highlights over the past year include:

- Providing technical assistance and support to our local partners through the ED Roundtable and by serving as the conduit to WEDC, Milwaukee 7, SEWRPC, and the Waukesha County Business Alliance.
- Implementation of a \$4.5 million commitment by Waukesha County to the GROW Fund with the potential for an additional \$4.5 million in 2024.
- Supplying access to capital in the amount of \$6.5 million for 14 Waukesha County businesses through the deployment of GROW Fund loans in January through October.
- Facilitating consulting services to more than 200 small businesses, in 23 Waukesha County municipalities, resulting in \$13.85 million in capital infusion during January through October 2023.
- Developing and launching the Center for Growth's new website which serves as an economic development tool for Waukesha County and showcases your community in an interactive webpage.
- Leading the Wisconsin Policy Forum Workforce Housing Study for Waukesha County.
- Support talent pipeline programs to help over 2,500 students experience career opportunities through expos and company tours.
- Participating in seven active business attraction projects in Waukesha County.

As the Center for Growth continues to evolve to meet the needs of our businesses and communities, we will be introducing new initiatives while efficiently and effectively maintaining existing programming. Focus areas in 2024 will include:

- 1) Execution of our Business Retention & Expansion (BRE) program which implements annual touchpoints with key employers in the county, in addition to municipal leaders, ensuring that our

economic development team is proactively addressing employers' challenges, assisting with growth opportunities, and celebrating milestones.

- 2) Continuing to strengthen the GROW Fund, which is our finance tool to support business growth and workforce housing projects. Throughout 2024, we will expand efforts to both increase deployment of the GROW Fund for suitable projects, while also seeking additional strategic partners to contribute to the Fund.
- 3) Kicking off the development of our fourth Business Growth Strategy to serve as a guide for Waukesha County Center for Growth, municipal economic development staff, business organizations and Waukesha County from 2025-2027.
- 4) Continuing to support our communities and businesses with workforce solutions, including but not limited to transportation, workforce housing and talent attraction initiatives.

As we look to continue the partnership in 2024, please see the enclosed renewal contract. In the meantime, we welcome the opportunity to meet with your community and provide an update to public officials.

Thank you again for the Village of Elm Grove's commitment to the Waukesha County Center for Growth. We look forward to a successful 2024!

Sincerely,



Therese Thill
Executive Director
Waukesha County Center for Growth

CC: Tom Harrigan, Village Administrator



Invoice

Invoice Date	Invoice #
12/1/2023	1066

Due Date	1/30/2024
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Village of Elm Grove
James Koleski
13600 Juneau Rd
Elm Grove, WI 53122

Make Checks Payable To:
Waukesha County Center for Growth 2717 N Grandview Blvd, Ste 300 Waukesha, WI 53188
262-542-4249

Description	Amount
Economic Development Cooperation Funding - 2024	3,188.00
FEIN: 81-3018616 The Waukesha County Center for Growth, Inc. is a 501(c)(3) nonprofit organization and provides economic development services; some of which would otherwise be provided by local governments.	Total \$3,188.00

**ECONOMIC DEVELOPMENT COOPERATION CONTRACT
BETWEEN
WAUKESHA COUNTY CENTER FOR GROWTH, INC.
AND THE
VILLAGE OF ELM GROVE**

This Contract is by and between the Waukesha County Center for Growth Inc., 2717 North Grandview Boulevard, Suite 300, Waukesha, Wisconsin 53188, referred to herein as Growth Center, and the Village of Elm Grove, a Wisconsin municipal corporation, 13600 Juneau Blvd, Elm Grove, WI 53122, referred to herein as Village. Together, Growth Center and Village are referred to as the Parties.

Recitals

WHEREAS, the Village and the Growth Center both recognize the need to provide for a central point of contact for businesses looking for workforce, financial management, growth and site selection technical assistance and be able to connect businesses to the organizations providing those resources.

WHEREAS, Village wishes to engage the Growth Center to conduct economic development services for the Village, and the Growth Center has the resources to provide such services and is willing to do so.

Therefore, in consideration of the mutual promises of the Parties contained herein, they agree, and contract as follows:

1. **Growth Center Services.** Services to be provided to Village by the Growth Center include the following:
 - a. Work with the Village to prepare a community profile for the Village that is specific to business and developer audiences.
 - b. Assist the Village in promoting the availability of existing and proposed business parks, industrial parks, and redevelopment areas.
 - c. Outreach to business multipliers to coordinate business expansion, retention and recruitment efforts.
 - d. Coordinate the development of recruitment proposals and site-specific proposals for development consideration. The recruitment proposals will be actively provided to developers, brokers, franchises and commercial and industrial development interests. This information could also be placed on the Village website.
 - e. Establish an on-going business expansion and retention program that consists, at a minimum, of the following:
 - i. A coordinated business outreach program including an interview with prominent Village primary employers. The program will assist in providing direct assistance to these industries including, but not limited to, physical expansion referral to appropriate local officials, workforce development and financial assistance, as well as guide in developing new, and refining existing programs for all businesses.
 - ii. Identification of first-stage companies (companies with fewer than 20 employees) and second-stage companies (companies with between 20 and approximately 100 employees and no more than \$50 million in annual sales), and the development and offering of cooperative programs and technical assistance to them.
 - f. Assist existing businesses per direct contact or referral from the (Mayor, President, Chair) or designee and report findings and resolution to the respective party. When meeting with local companies, Growth Center staff will provide information on existing state and federal economic development assistance

programs that provide funding to help meet the needs of local businesses, including those that offer low-interest loans, tax credit programs and workforce development assistance.

- g. Continue the implementation of a targeted business recruitment program that includes emphasis on the following:
 - i. Second-stage companies or those companies with between 20 and approximately 100 employees and no more than \$50 million in sales.
 - ii. Milwaukee 7 or regional industry targets.
- h. Provide assistance through the development of customized proposals to businesses interested in establishing a location within the Village from reliable sources. This activity includes providing copies of such proposals (unless deemed confidential), when requested, to the (Mayor, President, Chair) and provide status updates on proposals presented to businesses.
- i. Access to commercial research and market data in a recognized commercial real estate database.
- j. Evaluate and potentially participate in the following if the Parties deem it beneficial:
 - i. Trade show events, commercial real estate events.
 - ii. Milwaukee 7 marketing activities.
- k. Author press releases and engage in other media relations promoting economic development/workforce development issues.
- l. Provide a written annual report summarizing activities conducted through this Contract and in-person updates as requested by the (Mayor, President, Chair).
- m. Coordinate economic development initiatives with the following agencies:
 - i. Milwaukee 7.
 - ii. Southeastern Wisconsin Regional Planning Commission.
 - iii. U.S. Economic Development Administration.
 - iv. U.S. Small Business Administration.
 - v. UWM at Waukesha.
 - vi. Waukesha County Technical College
 - vii. Waukesha-Ozaukee-Washington Workforce Development Board and Forward Careers.
 - viii. Wisconsin Economic Development Corporation.
 - ix. Wisconsin Department of Administration.
 - x. University of Wisconsin Small Business Development Center.
 - xi. University of Wisconsin-Extension
 - xii. Carroll University
 - xiii. Any other agencies that provide similar services or attempt to achieve similar objectives and may benefit the economic development of the Village.

- n. Help employers develop, attract, and retain talent by supporting talent development initiatives creating partnerships with educational institutions and the business community. Serve as a resource to connect employers to training programs, providers, and funding opportunities.
 - o. In general, throughout the term of this Contract, the Growth Center will act as the Village economic development advocate and will exercise its best good-faith efforts to promote business recruitment, business retention and expansion, community development and business finance.
2. **Term.** The term of this Contract will commence upon January 1, 2024 (herein referred to as Commencement Date) and its initial term will terminate on December 31, 2024. Thereafter, this Contract may be renewed for one-year renewal terms, by written amendment to this Contract executed by the Parties. Renewal terms shall commence on the anniversaries of the Commencement Date.
 3. **Payment.** The Village shall pay the Growth Center \$3,188.00 for its services for each year in which this Contract remains in effect within 2 months after the Commencement Date. Payment shall be made upon receipt of invoices from the Growth Center.
 4. **Standard of Work.** Growth Center will perform the Work according to generally-accepted industry practices.
 5. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of services, or the total amount to be paid to the Growth Center, shall be effective unless done by the written mutual agreement of the Parties.
 6. **Insurance.** The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as detailed in the Certificate of Insurance herein attached and incorporated by reference as Attachment 3 during the terms of this Contract or any extension thereof. CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s).
 7. **Records.** Records shall be maintained by the Growth Center with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized through this Contract or applicable State and federal regulations.
 8. **Documentation of Cost.** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
 9. **Cooperation by Village.** The Village shall cooperate with the Growth Center in the performance of the services, and shall respond timely to all reasonable requests for information.
 10. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
 11. **Indemnification and Defense of Suits:**
 - a. The Growth Center agrees to indemnify, hold harmless, and defend the Village, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including reasonable attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Growth Center, its employees, agents or subcontractors.

- b. The Village agrees to indemnify, hold harmless, and defend the Growth Center, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including reasonable attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Village, its employees, agents or subcontractors.
 - c. Notwithstanding the foregoing, nothing in this Contract, including the indemnification provision above, shall in any way constitute a waiver by the Village of any immunity, liability limitation, limitation on the amount recoverable, or other protections applicable to the under Section 893.80, Wis. Stats., or any other applicable statute or law.
12. **Assignment Prohibited.** This Contract, and the Growth Center's responsibility to perform the services under this Contract, may not be assigned by the Growth Center without the Village written consent.
 13. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

 To Village: Village of Elom Grove, Village President, 13600 Juneau Blvd, Elm Grove, WI 53122

 To Growth Center: Economic Development Director, 2717 N Grandview Blvd, Ste 300, Waukesha, WI 53188
 14. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
 15. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

VILLAGE

(Mayor, President, Chair)

By (print name)

Date: _____

Waukesha County Center for Growth, Inc.



Therese Thill
 Executive Director
 Date: 12/4/2023

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 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 scope of services describes the tasks necessary to complete these items. In addition, this scope describes additional tasks required for updating the drawings and specifications to current existing conditions, public outreach assistance, grant funding assistance, bidding, and engineering services during 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

CPKC Railway Corridor:

Stantec will assist the Village with coordination and technical support associated with negotiations for the purchase of the CPKC parcel in the vicinity of and downstream of Wall Street that is required

for stream channel construction. Approximately 500 feet of railway corridor is needed for the project. CPKC is also requiring that the adjacent 1,575 feet of corridor to the south, terminating at Bluemound Road, be included. In addition, the Village will require a temporary construction easement from CPKC to facilitate the construction of Retaining Wall W3.

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

The scope of work for this task includes facilitating communications with CPKC, arranging meetings, and providing technical documentation in response to requests for information. The scope does not include providing real estate or legal advice. The scope does not include design or construction document modifications that may be required as part of the negotiation process.

Assumptions: A six-month duration for coordination/negotiation with CPKC is assumed for budgeting purposes.

Easements north of Wall Street:

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

The scope of work for this task includes participating in meetings arranged by the Village and providing technical documentation in response to requests for information. The scope does not include providing real estate or legal advice. The scope does not include design or construction document modifications that may be required as part of the negotiation process.

Assumptions: Coordination/negotiation with property owners north of Wall Street will be accomplished concurrently with CPKC negotiations and completed within the same timeframe.

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

WDNR/USACE wetland and waterway permit applications:

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.

Because the SEWRPC wetland delineation used for the project design was conducted more than five years ago, it has expired and must be updated with a new delineation. Stantec will survey the revised SEWRPC boundaries for incorporation into the project drawings. Stantec will then coordinate and conduct a WDNR pre-application meeting prior to completing the updated wetland permit application package.

Stantec will complete an Endangered Resources (ER) Review. An ER search is performed as part of all ER Reviews, consisting of querying the Wisconsin Natural Heritage Inventory (NHI) database for ER records for the proposed project area, including review of both federal and state listed species. The ER Review results documentation will be included as part of the WDNR wetlands and waterways permit applications (for state listed species) and the project CLOMR application (for federal listed species).

Stantec will also revise the WDNR Chapter 30 waterway permit application, including bank grading and various miscellaneous structures below the ordinary high-water mark (OHWM), with updated information.

This scope of services does not include responding to WDNR comments or requests for information related to the permit application submittals. If the WDNR requests comment responses or additional information, a scope change and budget adjustment may be required.

Assumptions: the Village will coordinate with SEWRPC to complete the new delineation; the Village will upload the wetland and waterway permit applications for WDNR review.

Deliverables: updated WDNR Chapter 30 permit application documents; updated WDNR wetland fill permit application documents.

FEMA CLOMR permit application:

Stantec will update the FEMA CLOMR permit application package. Because 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. Stantec will update the modeling and mapping, revise the MT-2 forms and supporting documents, and compile a revised CLOMR application package for Village submittal to FEMA.

This scope of services does not include responding to FEMA comments or requests for information related to the permit application submittals. If FEMA requests comment responses or additional information, a scope change and budget adjustment may be required.

Deliverables: updated hydraulic models, floodplain map revisions, and FEMA MT-2 forms comprising the CLOMR application package documentation.

3. Construction documents (drawings and specifications) update to reflect changes since 2019

Stantec will update the construction drawings and specifications to reflect changes to site conditions, as well as technical and administrative requirements, that have occurred since 2019.

Demolition has occurred at the One-Hour Martinizing (OHM) site since drawings were completed in 2019. The Village will provide Stantec any updated documentation related to the building

demolition and to subsurface conditions at the site. The construction drawings and specifications will be modified to reflect changes since 2019.

Stantec will conduct an updated existing conditions and topographic survey at the site, including an updated existing utilities and surface features survey to identify changes to underground or overhead utilities, or modifications to surface features, that have occurred since 2019.

The construction drawings will be updated to the current version of AutoCAD Civil 3D, as the version used to develop the drawings in 2019 is outdated.

Technical review of structural elements will be conducted by current structural design staff where structural review and sign-off is required.

The construction technical specifications and front-end documents (Invitation to Bid, Requirements for Bidders, Bid Form, General Conditions, etc.) will be modified to address revised regulatory and technical requirements, updated bid items, insurance requirements, and project milestone dates.

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

It is assumed that the Village will conduct one review of the draft final construction documents. Village review comments will be addressed and incorporated.

After conducting the necessary updates and modifications to the drawings and specifications, Stantec will stamp the contract documents for bidding and construction.

Assumptions: This scope does not include redesign of sewers, retaining walls, channel, road crossing culvert, or other elements of the project.

Deliverables: updated drawings and updated specifications for bidding and construction.

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

Stantec will update the EOPCC provided in January 2019 to better reflect current anticipated Contractor bid pricing.

The best time to complete an EOPCC update is following completion of Tasks 1 through 3, after any new project elements that may affect the bid price have been identified. The EOPCC update can be completed prior to updating the project documents if necessary to meet the Village's schedule requirements, but the updated cost opinion would then potentially be less accurate.

Deliverable: updated EOPCC based on Stantec 2019 EOPCC.

5. Public outreach assistance

Stantec will assist the Village with development and execution of its public outreach efforts to promote public involvement as described below.

a) Develop An Engagement Strategy

- a. Outline the objectives of engagement, identify milestones, create a process for stakeholders (elected officials and impacted property owners) and the general public.
- b. Deliverable: written Engagement Strategy.

b) Engagement with Stakeholders

a. One-on-One Meetings With Elm Grove Officials

- i. Meetings with key decision makers as determined by Elm Grove in the engagement strategy to provide project updates and solicit feedback. May include meetings with members of the Beautification Committee, Community Development Authority, Public Safety Committee, Public Works/Utilities Committee, and Recreation Committee.
- ii. Assumes up to eight meetings, four virtual, four in-person.
- iii. Deliverables: written meeting summaries.

b. One-on-One Meetings With Adjacent Property Owners

- i. Meetings with property owners to walk the site and answer questions.
- ii. Assumes up to two in-person meetings.
- iii. Deliverables: written meeting summaries.

c. Village Board Updates

- i. Village Board project updates during regularly scheduled monthly meetings.
- ii. Assumes three in-person meetings.
- iii. Deliverables: PowerPoint presentations.

c) Engagement with the General Public

- a. The general public may include local business owners, non-profit organizations, or individuals.
- b. Informational Updates
 - i. Development of a Frequently Asked Questions (FAQ) PDF that provides an overview of the project purpose, schedule, timeframe, key components, and direct engagement opportunities. This will be distributed using existing Elm Grove committees and lines of communication.
 - ii. Update to the Underwood Creek Downtown Daylighting webpage.
 - iii. Content for three social media posts to be distributed by Elm Grove that correspond to the three Village Board updates.
 - iv. Deliverables: FAQ document, website content, social media post content.
- c. Direct Engagement
 - i. Community Meeting #1: A 90-minute meeting in-person community meeting anticipated to occur in April 2024 at Elm Grove Village Hall. Anticipated to be a kickoff meeting to provide a project overview, schedule, discuss next steps, and address questions and concerns.
 - ii. Site Visit: A 90-minute in-person event at the site Anticipated to occur May 2024. Will include four key stops that highlight project components including, but not limited to new traffic patterns, changes to the landscape & waterway, amenities, and benefits. The goal of this more informal meeting is to walk people through the realistic changes and address any concerns they have while we are on site.
 - iii. Community Meeting #2: A 90-minute meeting in-person community meeting anticipated to occur in October 2024 at Elm Grove Village Hall. This meeting will present the final design, schedule, and discuss feedback that was received from previous engagement opportunities.
 - iv. Deliverables: written meeting summaries.
- d) Outreach Coordination
 - a. Monthly conference call with Elm Grove staff to discuss planned activities and receive feedback.
- e) Optional: Pop-Up Event

- a. This item is not included in the proposed budget. This event could include informal informational sessions or discussions at planned activities such as farmers markets. If desired, Stantec will work with the Village to identify event(s), goals, and scope.

6. Grant development assistance

Stantec will assist the Village with grant funding application development as described below.

a) Grant Research and Funding Matrix

Stantec will develop a list of potential grants, in coordination with Elm Grove staff, based on clear decision criteria including, but not limited to, funding available, schedule alignment related to application deadlines and project milestones, access to required match funds, agency requirements associated with accepting the funding, and restrictions that may be placed on projects with grant or loan funding. Prioritized funding sources will be presented in a Funding Matrix. Periodic updates are expected throughout the year as grant deadlines change and new opportunities are identified. One meeting will be scheduled with Elm Grove staff to understand the scope of funding needs for Elm Grove.

b) Grant Application Development

In response to Elm Grove’s requests for assistance with specific grant applications, Stantec will prepare a work plan for Elm Grove’s review that details the anticipated scope, schedule and fee for grant application development. Once authorized, Stantec will create a refined application schedule to define production and review timeframes for application components, accounting for application review timelines and deadlines, including for securing resolutions and letters of support. We will work collaboratively with Elm Grove staff to assemble the application package for submittal by Elm Grove. Immediate opportunities include National Fish and Wildlife Foundation – Sustain Our Great Lakes, with a deadline in February 2024 and Wisconsin Department of Natural Resources Municipal Flood Control Grant, due on March 15, 2024.

The proposed fee includes approximately \$1,000 to develop the Funding Matrix, with the remainder for Grant Application Development. Prior to initiating development of any given grant application, Stantec will provide an estimated fee for Elm Grove’s approval based on anticipated level of effort for the specific grant application. Budget adjustments may be required based on the number of grants outlined in the Funding Matrix that Elm Grove is interested in pursuing.

7. Bid-phase services

Stantec will assist the Village with bid-phase activities including:

- a) Prepare for and attend Pre-bid Meeting and site tour.
- b) Respond to Contractor requests for information (RFIs) during bidding.

Deliverables: RFI responses.

- c) Preparation of addenda as needed.

Deliverables: Construction contract addenda.

- d) Bid evaluation.

Deliverable: Bid evaluation and award recommendation memo.

- e) Technical post-bid opening administrative services to assist Village with development of construction contract award documents.

Assumptions: Village will administer and coordinate the bid process through Quest CDN.

8. Construction-phase services

Stantec will assist the Village with construction-phase engineering services including:

- a) Design team engineering support.
- b) Field oversight and assistance with certain elements of the project, including channel construction, retaining wall construction, contaminated soil management and disposal, road crossing, bridge abutments, and storm sewer construction, and vegetation/seeding installation.
- c) Contractor progress meetings.
- d) Submittal and shop drawing review.
- e) Claims support
- f) Record drawings.

Discussions have not been concluded with the Village to determine in detail the level of support required during construction, and whether these services will also include full time contract administration during construction. Also in general, level of effort to address services during construction such as engineering support, assistance with contract modifications, requests for information, and claims is difficult to estimate and can vary greatly depending on the contractor, their means and methods, and site conditions at the time of construction.

Stantec has assumed a level of effort to address these items based on a forecasted level of effort of one person in the field at 12 hours per week for a 15-month (65-week) construction duration occurring in 2025 and the first half of 2026, in addition to office support for document review and

administration. If the level of effort exceeds the assumed estimates, a scope change and budget adjustment may be required.

C. SCHEDULE

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

Assumptions:

- Tasks 1 through 6 will be completed within 12 months of NTP, assumed January through December 2024.
- Task 7 (Bid phase services) duration will be three months following completion of Tasks 1 through 6 (four-week bid phase, eight weeks to Village’s construction start authorization), assumed the first three months of 2025.
- Task 8 (Construction phase services) duration will be 15 months following completion of Task 7, including vegetation establishment, assumed the remainder of 2025 through June 2026.

D. FEE

The work described in Tasks 1 through 4 should be carried out sequentially, since the results of previous tasks affect subsequent tasks. The level of effort for Task 1 for services related to easement/property acquisition assistance is difficult to estimate and can vary greatly depending on the property owner requirements. Stantec has assumed a level of effort for Task 1 based on a negotiation process that does not require extensive technical input. It is worth noting that based on recent negotiations with CPKC on a similar project along this same railway corridor six miles to the east of Elm Grove involving a wall adjacent to the tracks, it is foreseeable that CPKC may require extensive temporary shoring during construction along the alignment of Retaining Wall W3 complying with railroad criteria as a condition of completing the negotiation. In that case, the Village would likely be better served by shifting the channel alignment somewhat to the west to avoid any interaction with the zone of railroad loading, and therefore the expense of complying with railroad shoring requirements. This design modification, while significantly reducing construction cost, would nonetheless require adjusting the channel hydraulic modeling accordingly and therefore will affect the WDNR Chapter 30 permitting and the FEMA CLOMR documentation. If the actual level of effort exceeds the assumed estimate, a scope and budget adjustment may be required.

The scope of work for Task 2 (permit applications) and Task 3 (document updates) are dependent on the results of Task 1 (property negotiations). Per the Village’s request, an estimated fee for Tasks 2 and 3 is provided in Table 1, subject to review and adjustment after completion of Task 1.

An estimated fee for Task 4 (EOPCC update) is provided in Table 1, subject to the considerations regarding timing described in the scope narrative.

Estimated fees for Tasks 5 – 8 are provided in Table 1, subject to the considerations described in the scope narratives.

Stantec’s estimated fee to complete the work described on a Time & Materials basis with a cost not to exceed the total identified without prior Village approval is provided in Table 1 below.

Table 1 - Estimated Fee

Task	Name	Estimated Fee	Comments
1	Acquisition Assistance	\$13,584	See discussion under Fee section above.
2	Permit Applications	\$23,644	Fee estimate may require adjustment based on outcome of Task 1 negotiations with CPKC.
3	Drawings/Specs Update	\$39,592	Fee estimate may require adjustment based on outcome of Task 1 negotiations with CPKC.
4	EOPCC Update	\$8,040	See discussion under Fee section above.
5	Outreach Assistance	\$37,547	Based on assumptions provided in scope narrative.
6	Grant Development Assistance	\$12,147	Actual fee will be negotiated based on application requirements of grants pursued.
7	Bid Phase Services	\$16,480	Based on assumptions provided in scope narrative.
Subtotal (Tasks 1 – 7)		\$151,034	Not including Construction Phase Services
8	Construction Phase Services	\$213,252	Based on assumptions provided in scope narrative.

A 2024 Stantec hourly rate fee schedule is provided as Attachment A.



ATTACHMENT A

2024 STANDARD LABOR HOURLY RATE FEE SCHEDULE

BC1938_1_2024

Staff Level	Hourly Rate
CAD Technician, Inspector, Planner, Project Technician	\$109 - \$146
Civil/ Senior Civil Technician, Engineer, GIS Analyst, Inspector, Land Surveyor, Landscape Architect, Scientist, Senior CAD Designer	\$152 - \$187
Field Supervisor, Principal, Senior Principal, Project Manager, Senior Engineer, Senior Landscape Architect, Senior Planner	\$196 - \$263
Specialist, Vice President	\$272 - \$278

This fee schedule will be adjusted annually in accordance with Stantec's normal operational procedures.

The following Master Terms and Conditions apply to and govern all services performed by Stantec Consulting Services Inc. ("Consultant") for the Village of Elm Grove, WI ("Client"). When the Client authorizes Consultant to proceed with services ("Services"), either verbally or in writing, Consultant's fees shall be billed as detailed in the most recently effective fee schedule. Consultant updates its fee schedule once per year, and the new fee schedule will be delivered to the Client before it becomes effective. Consultant's annual fee schedule update will not increase rates by more than five percent per year averaged across tabulated categories. Consultant will document any verbally authorized services by sending an e-mail containing scope, schedule and budget ("Authorization to Proceed") to Client's Administrator/Clerk or such other representative that the Client may delegate from time to time. The client must respond to Consultant's e-mail with "I approve" or another similar affirmation to authorize Consultant to proceed with providing the Services. Alternatively, the Client and Consultant may agree to use a written and mutually signed Authorization to Proceed rather than an e-mail. The most recently approved fee schedule together with the Authorization to Proceed and these Terms and Conditions constitute the Agreement.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Services.

COMPENSATION: Payment is due to Consultant within 30 days after Client's receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Unless otherwise noted in an authorization to proceed, the fees in this Agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required by applicable law.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: This set of Master Terms and Conditions shall be effective from the date that it is executed until it is terminated by either party. Client may terminate Services at any time by providing Consultant with written notice, which may be provided by e-mail. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated or suspended at Consultant's option. On termination by either party, Client will pay invoiced amounts for Services performed in accordance with this Agreement through the date of termination.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Consultant shall indemnify and hold the Client harmless from damages, losses, or expenses, including reasonable attorney's fees to the extent permitted by common law or statute, to the comparative extent the same are proximately caused by the negligent acts, errors or omissions of the Consultant. The Client does not waive any immunity afforded by applicable law.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the fees paid to Consultant for the relevant Authorization to Proceed. No claim may be brought against Consultant in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

WAIVER OF CONSEQUENTIAL DAMAGES: Neither the Client nor the Consultant shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use, loss of profit, and loss of markets.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with a project are instruments of service for the execution of a project. Consultant retains the property and copyright in these documents, whether the Project is executed or not, and the Client shall have a license to use the documents for their originally intended purpose. These documents may not be used for any purpose other than their originally intended purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, then any such reuse or modification shall be at the sole risk of the Client.

Any document produced by Consultant in relation to the Services is intended for the sole use of the Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract.

It is agreed that Consultant may rely on the accuracy, sufficiency and completeness of any and all information furnished to it whether originating from the Client, Client's contractors, or other reputable parties. The parties agree that Consultant will be entitled to additional fees in the event additional services or reperformance of services are required as a result of any error or omission that may be contained in any such information.

FIELD SERVICES: Consultant shall be responsible for Consultant's work and the work of any of Consultant's approved subconsultants. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with a construction contractor's work on a project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any of Client's

contractors, subcontractors, any of their agents or employees, or any other persons performing any of the work in connection with a project.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in a court of competent jurisdiction in the State of Wisconsin, or elsewhere by mutual agreement.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on a project.

COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAWS: The parties acknowledge and agree that Client is a governmental entity bound by Wisconsin Statutes §§ 19.31–19.39 (“Wisconsin Public Records Laws”). Consultant agrees to cooperate with and assist Client in meeting its obligations pursuant to the Wisconsin Public Records Laws, as necessary. Any inquiries directed to Consultant which pertain to the terms of the Agreement or the Services contemplated herein shall be promptly referred to Client.

INSURANCE: Before any Services are provided under this Agreement, Consultant shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

General Liability: Commercial general liability insurance for personal and bodily injury, including death and property damage in the amount of \$2,500,000 each occurrence and not less than \$2,500,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$2,500,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed by Consultant in the amount of \$2,500,000 per claim and in the aggregate.

Workers’ Compensation: As prescribed by applicable law.

Certificates: Consultant shall provide unrestricted certificates of insurance evidencing coverage required above simultaneous with the commencement of this Agreement. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the Client.

By signing below, both parties agree to be bound by the terms contained herein.

Village of Elm Grove, WI

Stantec Consulting Services Inc.

Authorized signature

Authorized signature

Printed name

Printed name

Date

Date

**PUBLIC WORKS/UTILITIES (PWUC) COMMITTEE
MEETING MINUTES
Monday, December 11th, 2023 5:30 p.m., Parkview Room**

1. Roll call.

Meeting was called to order at 5:31 pm by Mr. Schindler (via Zoom)

Present: Mr. Schindler, Mr. Koleski, Mr. Shepherd, Mr. Harley (via Zoom), Ms. Schneider, Mr. Zwirlein and Mr. Euell

Absent: None

Also Present: Mr. Harrigan, Mr. Paul and Mr. Gesch from Ruekert-Mielke

2. Review and act on minutes for November 13th, 2023 Meeting.

Mr. Shepherd moved to approve the November 13th, 2023 minutes as written. Mr. Zwirlein seconded. Motion carried 7-0.

3: Update on Highland Pathway

Mr. Harrigan informed the committee that the 30% plans included in the packet will be used in preparation of the Public Information Meeting and committee members should provide comment as necessary. Comments provided by the Committee and residents at the Public Information meeting will be considered for incorporation as revisions to the plans. Mr. Harrigan explained that while conducting field verifications for the pathway, it was determined that a large stormwater culvert just north of the CP railway is in poor condition and will need to be replaced as a separate project. The culvert replacement will need to be designed and constructed prior to the pathway installation in 2024. Ruekert & Mielke has indicated there are efficiencies gained in designing the culvert replacement as there will need to be coordination between the culvert design and the pathway plans at this specific location. Mr. Peter Gesch of Ruekert-Mielke was present to discuss some details of the 30% plan set in preparation for our meeting.

During the discussion Mr. Gesch answered questions and noted feedback from the committee. He will be working on incorporating these suggestions and any other notes that come out of the Public Information Meeting scheduled for 12/13/23.

4: Update on Municipal Water

Mr. Paul informed the committee that the installation of water main has wrapped up for the season and the streets have been patched to allow for normal traffic patterns and winter maintenance activities. The construction detour and traffic control has been completely removed. Restoration activity continues in Wauwatosa, however these are rapidly coming to an end for 2023. The water main contractor, DF Tomasini, anticipates water main and water lateral installation resuming in early spring of 2024.

5: Update on PP I/I

Mr. Paul shared the following update from Ruekert-Mielke regarding the PP I/I project that wrapped up last week Friday (12/8/23).

The construction of the sanitary lateral replacement project has been completed. Mid City Corporation replaced 16 laterals, approximately of 1,500 LF of sanitary laterals. 15 laterals were replaced by pipe bursting with HDPE pipe, while 1 lateral was replaced by open cut with PVC pipe.

All asphalt restoration has been completed, and Mid City will return in Spring 2024 to complete lawn restoration work.

The updated construction cost is \$475,100, \$23,800 below contract price.

Mr. Harrigan added that after follow up with Mid City, it was confirmed that the break out cost of the additional insured requirement was split \$50 cost for the coverage and \$50 for administrative costs.

6 Update from Sustainability Committee

Mr. Schindler invited Ms. Deb Basemann to provide an update on the activities of the Sustainability Committee.

Ms. Basemann informed the committee that the Textile Recycling Bins have been very successful with the Village Hall location outperforming the Recycle Center due to its accessibility. There will be discussion on the possibility of moving the Recycle Center bin to another location if another location is reasonable. Total collection totaled about 1,698 pounds of material and yielded about \$170.

The plastic bag collection has also been successful and the committee has already earned a free bench through the program for its first 500 pounds of material collected. Locations include Ace Hardware, Village Hall and Tonawanda.

Other activities include outreach on education in recycling, Earth Day and Arbor Day events and a Recycle Day Event that will help collect items at a one stop location similar to Recycle Day in the Bay that Whitefish Bay hosts and has been very popular.

The committee is also looking to perform another trash audit in the new year.

7: Update on Public Works Projects

Mr. Paul informed the committee that the new SCADA installation and upgrades are just about completed. The system is expected to be up and running the week of 12/18/23.

8: Other Business

Mr. Paul informed the committee that he did speak with a project manger at Stark Pavement to inquire into bidding efficiencies. He was told they are happy to take bids at any time, but a majority of the competition is at the beginning of the new year and there is typically more competition. Sometimes midsummer is advantageous as well as contractors have a sense of where they are at with weather and projects that they already have in queue and may have interest in adding some more to the docket for the year.

9: Adjourn

Mr. Shepherd motioned and Ms. Schneider seconded to adjourn the meeting at 6:55 pm Motion carried 7-0.

Respectfully. Submitted
Richard Paul, Jr.
Public Works Director