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| **MEETING:** | **REVISED REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE** |
| **DATE AND TIME:** | **Wednesday, August 2, 2023 5:30 PM** |
| **LOCATION:** | **Germantown Village Hall Board Room<br>N112 W17001 Mequon Road** |

**NOTICE:** Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2554 632 4614 Password: 95t56JgpneW which can be accessed by phone at 408-418-9388 or by logging on at https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m26d69235059c28878bff54419a48e679
Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 pm on the Friday before the meeting so that it can be provided to the members of the body for their consideration.
Previously recorded Village Board Meeting Videos can be viewed at **https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ**.

## AGENDA

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

**II.** **ROLL CALL:** *Chairperson Kaminski, Trustees Hudson, R. Miller and Neureuther*

**III.** **APPROVAL OF MINUTES:**

A. 6-7-23 Minutes for approval

**IV.** **PUBLIC COMMENT:** *Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. Written Public Comments should be directed to comments@germantownwi.gov, by 4 pm on the Friday prior to the meeting.*

**V.** **NEW BUSINESS:**

A. Road Work on Manor Court Discussion

B. Engineering Contract Service Agreement for Rehabilitation and Painting of Water Tower #3

C. Well Head Protection, Security fence around Wells 5 & 7

D. Well #7 MCC/VFD Change Order

E. 5-Year CIP (Capital Improvement Plan)

F. F-Street Development Agreement

G. Role of the Utility Advisory Committee

H. Contract with Ehlers for a Sewer Utility Rate Study

I. A Resolution for the Declaration of Public Necessity and Relocation Order to Construct a Highway Through the Area Generally Bounded By Freistadt Road, Goldendale Road, Interstate 41 and the Wisconsin And Southern Railroad

J. Recreation Trail and Design for East Donges Bay Road Reconstruction Project

K. Update on Interim DPW Director and Recruitment of a New DPW Director and Village Engineer

L. Award of Contract - 2023 Water Crossing CIPP

**VI. NEXT MEETING DATE:** *Set September Meeting Date*

**VII. ANNOUNCEMENTS**

**VIII. ADJOURNMENT** *Chairman Kaminski adjourned the meeting at*

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

| | |
|---|---|
| **MEETING:** | **REGULAR MEETING OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE** |
| **DATE AND TIME:** | **Wednesday, June 7, 2023 5:30 PM** |
| **LOCATION:** | **Germantown Village Hall Board Room N112 W17001 Mequon Road** |

## MINUTES

**I.** **CALL TO ORDER:** Chairman Kaminski called the meeting to order at 5:30pm.

**II.** **ROLL CALL:** Chairman Kaminski, Trustees R. Miller, Hudson and Neureuther all present. As well as Director Ratayczak and Superintendents Zimmerman & Anderson.

**III.** **APPROVAL OF MINUTES:**

A. 5/3/23 Meeting Minutes for approval

Motion: Approve
Motioned By: Phil Hudson
Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

**IV.** **PUBLIC COMMENT:** One resident spoke briefly.

**V.** **NEW BUSINESS:**

A. Resolution Adopting 2022 Compliance & Maintenance Annual Report (CMAR) WIDNR

Superintendent Zimmerman presented for the committee's review the 2022 CMAR (Compliance Maintenance Annual Report). This requirement went into effect in 2006 as part of the renewal of our WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit under the authority of Chapter 283, Wisconsin Statutes and the requirements of Ch. NR 208 Wisconsin Administrative Code. The report must be accepted by resolution by the governing body (Village Board) before submission to the Department of Natural Resources.

It is Superintendent Zimmerman's recommendation to forward to the Village Board the 2022 CMAR and adopt its results by resolution of the full Village Board.
Motion: Approve
Motioned By: Phil Hudson
Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson

No: None
Abstain: None

B. Emerald Ash Borer Treatment

Superintendent Anderson stated that we currently treat approximately 145 ash trees selected on a bi-annual basis to maintain the trees' health and longevity. Starting in 2024, we will be transitioning to treatment once every three years. While diminished, the beetle will always remain in our region, therefore continued treatment will be necessary. Staff has solicited pricing from eight area contractors and the results are listed below:

M&M Tree Care: $10,675.00
Crawford Tree & Landscape: Not able to meet deadline, didn't supply proposal.
First Choice Tree Care: Did not supply proposal.

Discussion Followed.

Superintendent Anderson recommends using M&M Tree Care to complete the annual Emerald Ash Borer treatment project in an amount not to exceed: $10,675.00.
Motion: Approve
Motioned By: Rick Miller
Seconded By: Bill Neureuther

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

C. Increased cost for DOT project at Lannon & Maple Rds

Director Ratayczak gave a brief recap of the Lannon & Maple Road intersection reconstruction project. The Village has been notified by the DOT that the bids for the Lannon & Maple Rd project came in much higher than originally estimated. They feel it is the increased cost of doing construction now. The DOT did find some extra funding in their budgeting process, so we aren't taking the whole brunt of the increase, but our cost went up an additional $209,611. Director Ratayczak discussed this with Administrator Kreklow and they feel we have the money and we definitely need that intersection updated. This project is planned for 2024. The additional money could come out of ARPA funds for road reconstruction, as well as the remaining money from Country Aire Road and there is also jurisdictional transfer money for Freistadt Road, which is also still available. Chairman Kaminski gets more phone calls about this intersection than any other one within the Village.

Motion to forward to the Village Board with a positive recommendation onto New Business, not Consent Agenda.
Motion: Approve
Motioned By: Rick Miller
Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

D. Grading Easement for Holy Hill Rd Reconstruction - Wetterau Easement

Director Ratayczak stated that while doing the work to reconstruct Holy Hill Road and grading for the proposed 10' wide walkway on the southside and along the Troy Wetterau parcel, it became known that the backslope of the sidewalk was excessively steep. The remedy was to extend the grading limits south onto the Wetterau parcel. The land was valued based on the current value of $75,000 per acre and based on the area taken for increased grading, the value of the land is $27,000. The payment will be part of the TID #8 payment for the reconstruction of Holy Hill Rd.

Staff recommends that the Public Works Committee approve the purchase of the easement in the amount of $27,000.00 and forward it to the Village Board with a positive recommendation.
Motion: Approve
Motioned By: Rick Miller
Seconded By: Bill Neureuther

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

E. Capstone 41 Development - Public Watermain and Sanitary Sewer Easements

Director Ratayczak stated that the second of three proposed buildings on the Capstone-41 Development will incorporate the installation of a water main that will be Public Water Main when the project is completed and accepted by the Village. This water main will be on private land but within a utility easement, which is what is being brought to the Public Works committee this evening. This is a standard easement that the Village obtains for public utilities located on private land. The sanitary portion of the easement is granting additional access to the sanitary sewer installed during the construction of building #1 and amend the previous easement to allow additional points of access to the existing sanitary sewer.

Staff recommends that the Public Works Committee approve the easement and forward it to the Village Board with a positive recommendation.
Motion: Approve
Motioned By: Bill Neureuther
Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

F. TDC Willow Creek LLC Development Easement

Director Ratayczak stated that the proposed Willow Creek Industrial Park is named "TDC Willow Creek, LLC" and this development will incorporate relay/relocate of a portion of the existing public sanitary sewer and water main and the installation of an additional water main that will be a public water main when the project is completed and accepted by the Village. This sanitary sewer and water main relocation and new water main will be on private land but within a utility easement, which is what is being brought to the Public Works committee this evening. This is a standard easement that the Village obtains for public utilities located on private land.

Staff recommends that the Public Works Committee approve the easement and forward it to the Village Board with a positive recommendation.
Motion: Approve
Motioned By: Rick Miller
Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

G. Award of Contract for Legend Avenue Culvert Replacement

Director Ratayczak stated that the existing twin CMP (corrugated metal pipe) on Legend Avenue are failing and the road is settling. The replacement culverts are designed as reinforced concrete pipe (RCP). Also included is the replacement of two (2) catch basins built on top of the pipe.
The following is a list of bids received:

1. Wondra Construction, Inc $104,917.00
2. Vinton Construction Com. $147,906.00
3. Buteyn-Peterson Construction Com. $153,985.50
4. All-Ways Construction Com. $171,521.00
5. MJ Construction, Inc $181,540.00
6. Musson Bros., Inc $194,740.33
7. Super Excavators, Inc $228,000.00
8. Mid-City Corporation $282,892.00

Wondra Construction, Inc is the low bidder at $104,917.00 and is a qualified contractor with a solid history of completing this type of project.
The engineers' estimate for this project is $150,000.00. The project will be funded by Acct. # 40-541-570-8892 which are CIP Funds for Storm Drainage System Repairs. The current fund amount is $282,500.00.

Staff recommends the Public Works and Highway Committee approve awarding the Legend Avenue Culvert Replacement Project to Wondra Construction, Inc in the amount of $104,971.00 and approve a 5% contingency in the amount of $5250.00 for a total approved amount of $110,167.00 and forward to the Village Board with a positive recommendation.
Motion: Approve
Motioned By: Phil Hudson
Seconded By: Bill Neureuther

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

H. Development Agreement - Dickman (Willow Creek)

Director Ratayczak stated that this is a standard Developers Agreement for TDC Willow Creek, LLC. This development is by Dickman Development and is located on the last open parcel in the Willow Creek Industrial Park. This Development Agreement

is necessary due to the installation of a public water main and relocation of the existing sanitary sewer and water main. The Village Attorney has reviewed this agreement.

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for the TDC Willow Creek, LLC development and any revisions by the Village Attorney and forward with a positive recommendation for approval to the Village Board.
Motion: Approve
Motioned By: Bill Neureuther
Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

I. Development Agreement - Keller/F-Street (Town Nine Industrial Park)

Director Ratayczak stated that this is the Developers Agreement for the proposed Town 9 Industrial Building A Development for approval. This Development Agreement is necessary due to the installation of a public water main and public sanitary sewer. The development is located on the south side of Donges Bay Road and adjacent to the east property line of the new DPW Facility Campus. The Village Attorney has reviewed this agreement.

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for the Town 9 Industrial Building A and any revisions by the Village Attorney and forward with a positive recommendation for approval to the Village Board.
Motion: Approve
Motioned By: Bill Neureuther
Seconded By: Rick Miller

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

J. Amended Development Agreement - Capstone Building #2

Director Ratayczak stated that this is an amended Developers Agreement for the proposed Building No. 2 of the CAPSTONE-41 Development for approval. This Development Agreement is necessary due to the installation of public water main. The development is located on the south side of Holy Hill Road (across from the Briggs & Stratton Facility).

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for CAPSTONE 41 Development Bldg No. 2 and any revisions by the Village Attorney and forward it with a positive recommendation for approval to the Village Board.
Motion: Approve
Motioned By: Rick Miller
Seconded By: Phil Hudson

Yes: Terri Kaminski, Rick Miller, Bill Neureuther, Phil Hudson
No: None
Abstain: None

**VI.** **NEXT MEETING DATE:** The next meeting date was set for Wednesday, July 12th, 2023 at 5:30pm.

**VII.** **ANNOUNCEMENTS** Director Ratayczak had an announcement updating the DOT projects along Hwy 41. Friestadt Road will open at 6am on June 15th and old Mequon Road will close at the exact same time.

Director Ratayczak wanted to address the process of informing residents of the sealcoat program that was discussed at the VB meeting. We put up signs on every road we are sealcoating or paving, door knockers are hung and it's posted on our website. Auburn Lane was paved in 2017 and the recommendation is 5-7 years after a new road is put in it should be sealcoated to extend the life from 20 to 30 years. Fahrner has been very good at knocking on doors and handing out flyers to homeowners.

**VIII.** **ADJOURNMENT** The meeting was adjourned by Chairman Kaminski at 6:12pm.

## BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: August 2, 2023

PLACEMENT: Presentation

ITEM TITLE: Road Work on Manor Court Discussion

SUBMITTED BY: Dennis Myers, Trustee

SUMMARY EXPLANATION:

See Attachments.

ATTACHMENT:

1. Committee Agenda Item Request Form 08.02.23 meeting
2. Road Work on Manor Court
3. 2010 Driveway Permit Sample - Country Belle Manor

RECOMMENDATION:

ACTION BY Committee:

# COMMITTEE AGENDA ITEM

# REQUEST FORM

I, Trustee DENNIS MYERS hereby request that the following item(s) be placed on the next agenda of the Public Works or Highways Committee, for consideration and action: FOR MEETING AUG. 2, 2023

ITEM REQUESTED:

ROAD WORK ON MANOR CT. 2023

DISCUSSION/REASON:

RESIDENCES WANT TO EXPLAIN THERE THOUGHTS ABOUT WHAT WAS DONE.

Dated this ____ day of 7-27, 2023

Dennis Myers
Signature of Trustee

Received: 7/28/2023
By: Rhs
Revised: 4/25/00

RECEIVED

JUL 28 2023

VILLAGE OF GERMANTOWN
CLERK'S OFFICE

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

MEETING DATE: August 2, 2023

AGENDA ITEM: New Business

ITEM TITLE: Roadwork on Manor Court

SUBMITTED BY: Steven R. Kreklow- Village Administrator

SUMMARY EXPLANATION:

As part of the 2023 Road Program, roads in the Country Manor subdivision were repaved. The work completed included the pulverization of existing pavement and an asphalt overlay. Consistent with Village policy and practice, pulverization work included driveway aprons within the Village right-of-way. Unfortunately, several of the residents in the subdivision had installed concrete driveway aprons in the Village right-of-way. These aprons were also pulverized and overlayed with asphalt. Village policy prohibits the installation of concrete driveway aprons. The attached Driveway Approach Culvert Permit from 2010, when these driveways were installed, expressly states under #15, "Pavement of access shall consist of blacktop or compacted gravel. Concrete shall not be allowed with the right-of-way except where there is an existing curb and gutter."

Village staff met with several of the residents from Country Manor subdivision to explain the situation and provide documentation. Repaving of the roads in Country Manor subdivision were completed in a manner consistent with Village policy.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _X___

RECOMMENDATION:
No action is required.

COMMITTEE ACTION:

N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022
Phone: (262) 250-4720
Fax: (262) 253-8255

# Driveway Approach Culvert Permit

Department of Public Works
Engineering Department
December 2004

## Terms of Agreement

1. The application shall contain a description of the proposed work in the right-of-way, culvert requirements including size and length, intersection clearances, distances to nearest driveways, and details of the proposed installation. Attach a plat of survey with sketches of buildings on property, driveway, and dimensions to applicable features (property line, driveway width, etc).

2. The Village Engineer may require scale drawings or other information prior to granting a permit.

3. All permits shall expire 60 days after approval of application, except new construction shall expire 1 year after approval of application. Construction must be completed within this time:

4. Owner/Agent shall call (262)250-4720 to schedule an appointment for inspection 48 hours before commencing any work.

5. Any person applying for a permit who fails to comply with the conditions of the permit, prior to the permit's expiration date, shall forfeit any permit fee.

6. The applicant is responsible for all cost of materials including culverts related to the construction. The entire cost of installing and maintaining the access is the responsibility of the owner.

7. The applicant agrees to hold harmless and indemnify the Village of Germantown, its officers, agents, and employees against any loss or damage for any personal injury or property damage sustained by reason of the exercise of this permit.

8. The applicant shall call the Diggers Hot Line prior to the commencement of excavation. 1-800-242-8511

9. It shall be the sole responsibility of the Contractor to install and maintain sufficient warning signs and/or barricades to protect the work, workers, and to warn the public. All warning devices shall conform to the Manual on Uniform Traffic Control Devices, latest Edition.

10. All culverts shall be placed under at least 1 foot of cover.

11. Culvert size will be determined by the Village Engineer or representative so as to allow for proper drainage.

12. All driveways and culverts will be a minimum of 6 feet from parallel property lines.

N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022
Phone: (262) 250-4720
Fax: (262) 253-8255

Driveway Approach Culvert Permit

Department of Public Works
Engineering Department
December 2004

13. Slopes forming the sides of the access shall not be steeper than 4 to 1 (25%) or that of the slopes forming the sides of the roadway, whichever is less.

14. Retaining walls are prohibited in the right-of-way.

15. Pavement of accesses shall consist of blacktop or compacted gravel. Concrete shall not be allowed within the right-of-way except where there is an existing curb and gutter.

16. Vertical face curb and gutter (where existing) shall be removed for the new access and new curb and gutter constructed. At the discretion of the Village Engineer, an approved contractor may be allowed to remove only the curb head on mountable curb by using a machine mounted concrete saw in lieu of removing and replacing the curb and gutter.

17. Existing Village Property including road surfaces, curbs, shoulders, slopes, ditches, and vegetation shall be restored to its original condition by the applicant. The agent/owner shall restore the right-of-way to the satisfaction of the Village Engineer within the permit period

The undersigned herby agrees to perform the work according to the appropriate specifications and standards on file in the Engineering Department. The applicant also agrees to repair or replace any work that does not conform to said specifications and standards. All work performed under this permit is subject to the provisions in Chapter 8.03 and Chapter 17.45 of the municipal Code of Germantown, Wisconsin.

Office Use Only (To Be Completed By the Village of Germantown)

**Culvert Specifications** 28x20

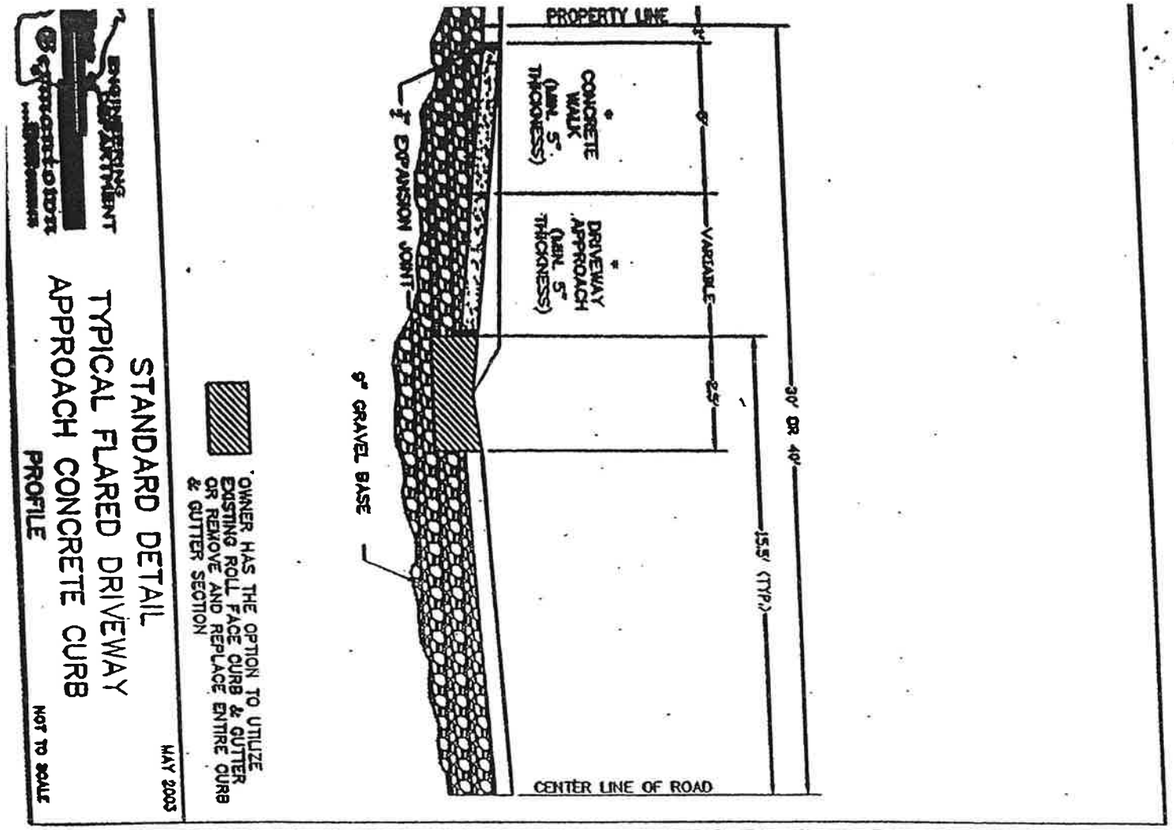
Diameter: 24 inches or equal Type: (Round) Elliptical Arch

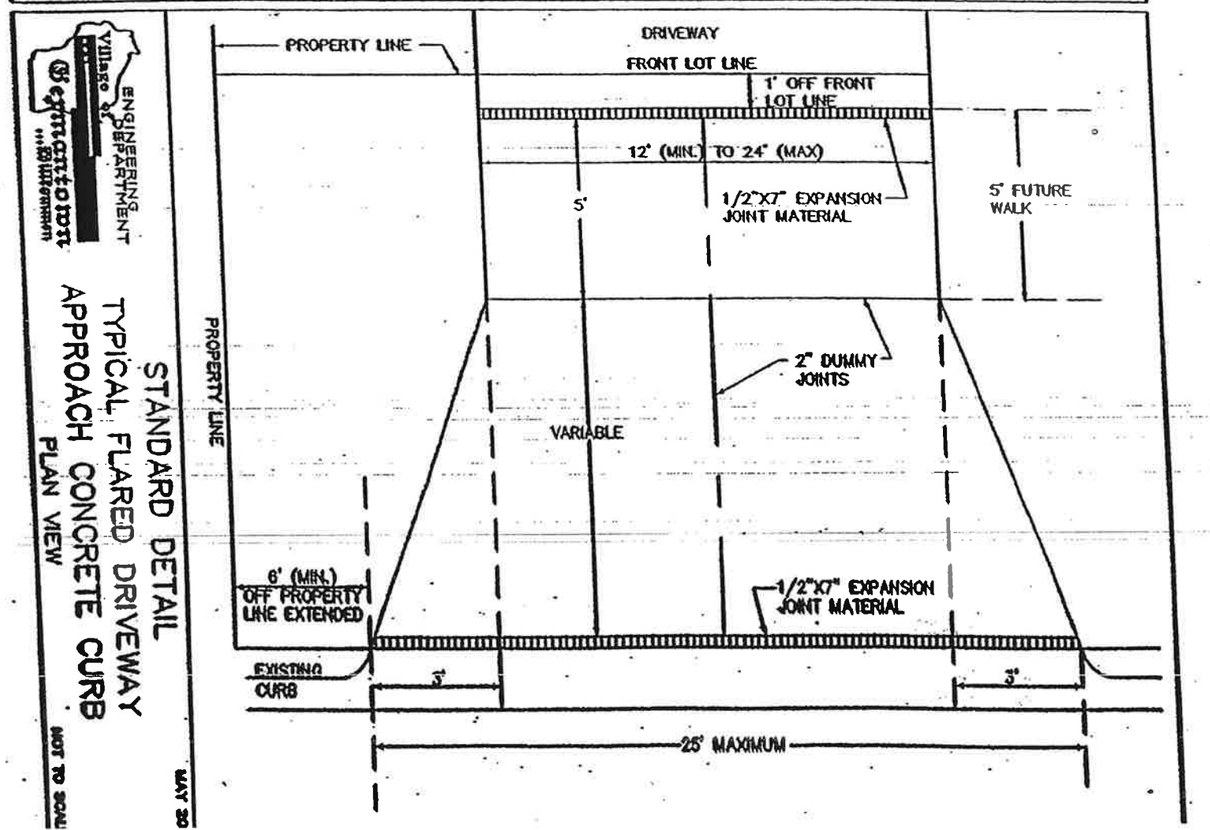
Length: ___ feet See 13. Metal Apron End Sections Required

Owner or Agent: _____ Date: 1/22/10
(Signature)

Permission is hereby granted for the above applicant to perform said work in accordance with Germantown specifications and standards. Modification of the curb for the driveway approach must be approved by the Village of Germantown.

Engineering / D.P.W. Authorization: _____ Date: 01-28-2010




N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022
Phone: (262) 250-4720
Fax: (262) 253-8255

# Driveway Approach Culvert Permit

Department of Public Works
Engineering Department
December 2004

Date: 1/22/10 Permit No. 2010-05

**Fee Schedule:** (For Office Use Only)

| | | |
|---|---|---|
| Zoning Districts Type 1: Rd-2, Rm-1, Rm-2, Rm-3, EH, MHP, I, PD, B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, and M-4 | $100.00 | ___Paid |
| Zoning Districts Type 2: A-1, A-2, Rs-1, Rs-2, R s-3, Rs-4, Rs-5, Rs-6, and Rs-7 | $ 50.00 | HLRaid |
| Paving an existing access (or other minor modifications) | N/C | - |

- ☐ New Driveway Installation
- ☐ Existing Driveway Reconstruction

**Zoning Districts Type 1 Requirements:**

- ☑ 45 feet maximum width at roadway (**including optional flares**) & 40 feet maximum width at the right-of-way.
- ☑ 6 feet minimum distance from parallel property line.
- ☑ Attach plat of survey showing location of proposed driveway, culvert (if applicable), property lines, and business.

**Zoning Districts Type 2 Requirements:**

- ☑ 25 feet maximum width & 12 feet minimum width (**including optional flares**).
- ☑ 6 feet minimum distance from parallel property line.
- ☑ Attach plat of survey showing location of proposed driveway, culvert (if applicable), property lines, and house.

** See back for driveway detail.*

Please Check One

- ☐ Driveway Approach
- ☐ Curb Removal & Replacement
- ☒ Driveway Culvert w/ Metal Apron End Sections

Location: BARK LAKE ROAD Lot 1 Country Belle Manor
(Address or Tax Key Number)

Owner: RYAN E. BLANK
620 DUNLIETH CR., APT. #4
Address: ELM GROVE, WI 53122
Phone No: 262-617-4731

Contractor: KAEREK HOMES, INC
11600 W. LINCOLN AVE.
Address: WEST ALLIS, WI 53227
Phone No: 414-321-5300

Driveway Approach Width at Property Line: 20 feet

Is Culvert Required: ☒ Yes ☐ No

December 23, 2009

# PLAT Or SURVEY

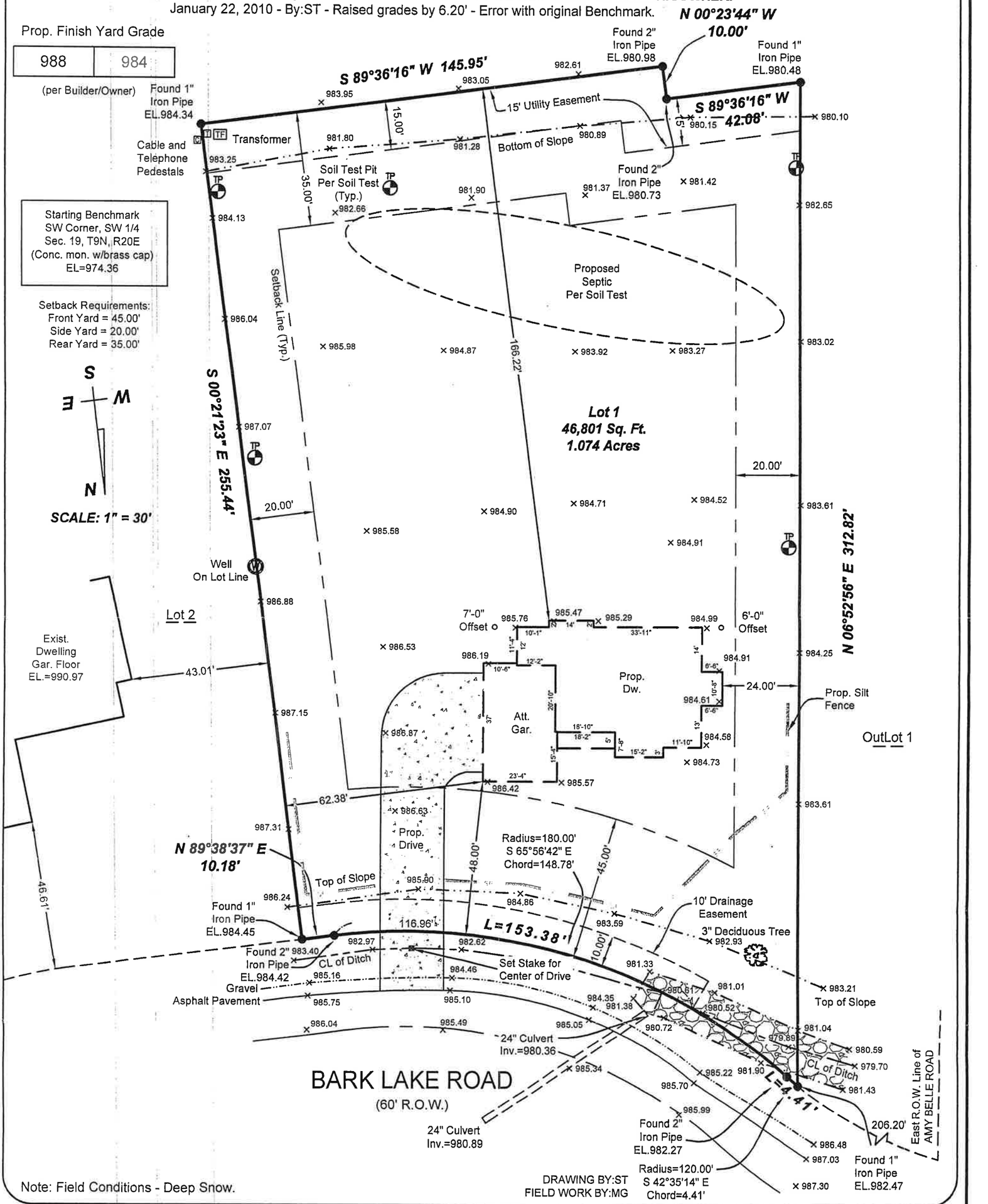
LOCATION: _____ Bark Lake Road, Germantown, Wisconsin

Survey No. 090320
Kaerek Homes, Inc. - 7446
Ryan E. Blank

LEGAL DESCRIPTION:

Lot 1, **COUNTRY BELLE MANOR**, being a part of the Southwest 1/4 and the Southeast 1/4 of the Fractional Southwest 1/4 of Section 19, Township 9 North, Range 20 East, situated in the Village of Germantown, Washington County, Wisconsin

Revised: January 4, 2010 - By:ST - Added Proposed Grades.
January 11, 2010 - By:ST - New Foundation Plan - **TO BE RESTAKED BY BUILDER/OWNER.**
January 22, 2010 - By:ST - Raised grades by 6.20' - Error with original Benchmark.




Note: Field Conditions - Deep Snow.

DRAWING BY:ST
FIELD WORK BY:MG


*LANDCRAFT* SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH. (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM


NOTE: Proposed finished yard as shown on this drawing is a suggested grade and should be verified by the owner and/or the builder and approved by the building inspector. Erosion control measures are suggested and must be verified/adjusted by the builder and/or building inspector based on site conditions.

WISCONSIN
WILLIAM R. HENRICHS
S-2419
Waukesha, WI
LAND SURVEYOR

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY. ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED _____
William R. Henrichs, Registered Land Surveyor S-2419

## BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: Engineering Contract Service Agreement for Rehabilitation and Painting of Water Tower #3

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

At the request of the PWHC, I was instructed to get three proposals for engineering services to provide contract bid documents for the rehabilitation and painting of Tower #3 on Mequon Rd. Three engineering firms sent in proposals:

1. Ruekert-Mielke Proposal cost $42,400.00
2. Graef Proposal cost $40,100.00
3. Foth Proposal cost $39,953.00

Foth is our design firm for the new Tower on Gateway Crossing and retains our current design standards and specifications and is still in the design phase of the new logo with Maguire Iron and Steel which would be my recommended logo for Tower #3 unless otherwise directed.
Scope of services include preliminary design, plans and specs/DNR submittals, and bidding with a recommendation letter of the low bid painting contractor.

ATTACHMENT:

1. Ruekert Mielke - Tower 3 Proposal
2. Graef Proposal - Tower 3 Proposal
3. Foth - Tower 3 Proposal
4. Foth Eng Agreement - Tower 3

RECOMMENDATION:

Staff recommends approval of the Foth services agreement in the amount not to exceed $39,953.00.
Funds will be used from account #50-742-530-6720

ACTION BY Committee:

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

January 13, 2023

Mr. Paul Haugen
Water Utility Superintendent
Village of Germantown
N122 W17177 Fond du Lac Avenue
P.O. Box 337
Germantown, WI 53022

Re: Proposal for Engineering Services for Germantown Tower #3 Renovation

Dear Mr. Haugen:

Ruekert & Mielke, Inc. (R/M) is pleased to submit a proposal to provide engineering services to assist the Village of Germantown in the design and bidding of the Germantown Tower #3 Renovation project. Construction inspection will be performed by a Subcontractor retained by R/M. The project includes metal repairs and replacement/addition of tank accessories; complete sandblast/repaint of exterior, wet interior, underbelly of cone, access tube, and pipe gallery; and miscellaneous power tooling and painting of spot areas. Tower #3 will be taken offline when Tower #4 is placed in service.

The work authorized by this Agreement includes **Part 1 Preliminary Design Services, Part 2 Plans and Specifications Preparation and Wisconsin Department of Natural Resources (WDNR) Coordination, and Part 3 Bidding Services**. Details of the work are as described below.

We are proposing the following work tasks for **Part 1 Preliminary Design Services**:

- Task 1.01 Perform project kickoff meeting onsite with Village staff and James Orr Coating Inspection, LLC to verify the findings and recommendations in the September 14, 2020 tank inspection. This task includes the following work items:
  - Confirm improvements needed.
  - Review site layout and work staging areas.
  - Establish containment and spent abrasive disposal requirements. Determine lead/chromium provisions if applicable.
  - Review surface preparation and recommended coatings for all tank areas.
  - Field verify needed structural repairs.
- Task 1.02 Prepare list of repairs for concurrence with Village and James Orr Coating Inspection, LLC.
- Task 1.03 Prepare design of agreed upon tank elements. This task includes the following work items:
  - Design of two (2) egress ladders – out of access tube to top of dome and access to wet bowl.
  - Redesign access hatch to dome with appropriate materials and accessories.
  - Design for installation of Shad & Jurs freeze proof valve with new outlet discharge hose to overflow.
  - Design mud valve replacement and evaluate drain lines from mud valve and platform condensate to determine work required to meet new WDNR regulations.
  - Evaluate and select appropriate sealing for separation of main base cone steel door to eliminate snow drifting inside lower cone.
  - Design two (2) rigging static devices for use in extraction at down access ladders by fire department.
  - Develop plan and notes for removal of circulation system and needed repairs.
  - Evaluate condition of fill pipe and insulation and design needed blasting/painting and insulation.

  - Provide recommendations for abandonment of electrical pedestal.
  - Evaluate and select appropriate frost proof vent to replace existing vent.

- Task 1.04 Verify preliminary cost estimates prepared by James Orr Coating Inspection, LLC.

We are proposing the following work tasks for **Part 2 Plans and Specifications Preparation and WDNR Coordination**:

- Task 2.01 Prepare detailed plans and specifications for the tank repairs, renovation, painting and component abandonment. Details will be prepared for metal repair and accessories components of the work.
- Task 2.02 Prepare WDNR submittal to include forms, parts of bidding documents, specifications, and drawings. Monitor review, answer questions, and obtain WDNR approval.
- Task 2.03 Prepare engineering estimate for each item of work.

We are proposing the following work tasks for **Part 3 Bidding Services**:

- Task 3.01 Prepare bidding documents including the following sections in accordance with the Engineer's Joint Contract Documents Council and Construction Specifications Institute.
  - Advertisement for Bids
  - Instructions to Bidders
  - Bid Form
  - Agreement
  - Performance Bond
  - Payment Bond
  - General Conditions
  - Supplementary Conditions
  - Specifications
  - Drawings
- Task 3.02 Advertise bidding documents and post on Quest CDN.
- Task 3.03 Facilitate and attend mandatory pre-bid meeting.
- Task 3.04 Respond to bidders' questions.
- Task 3.05 Prepare and issue addenda if necessary.
- Task 3.06 Tabulate bid results.
- Task 3.07 Prepare letter of recommendation and Notice of Award for contract award.

The above described engineering services in Tasks 1 and 2 will be performed within 90 days of receipt of acceptance of this proposal. **Part 1 Preliminary Design Services** will be supplied on a time and expanse basis for an estimated amount of $13,700. **Part 2 Plans and Specifications Preparation and Wisconsin Department of Natural Resources (WDNR) Coordination** will be supplied on a time and expanse basis for an estimated amount of $19,200. **Part 3 Bidding Services** will be supplied on a time and expanse basis for an estimated amount of $9,500.

We will not exceed these amounts without prior authorization from the Village.

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (Engineering)** dated June 17, 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.

If you have any questions or comments, please feel free to contact me at the below phone number.

Respectfully,

RUEKERT & MIELKE, INC.

Taryn S. Nall, P.E. (WI, MI)
Senior Project Manager
tnall@ruekert-mielke.com

David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

TSN:cal
Enclosure

CLIENT NAME:

Village of Germantown, Wisconsin

Signature: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature: Steven C. Wurster Digitally signed by Steven C. Wurster Date: 2023.01.13 11:04:13 -06'00'

Steven C. Wurster, P.E.

Title: Senior Vice President

Date: January 13, 2023

Designated Representative:

Name: Taryn S. Nall, P.E.

Title: Project Manager

Phone Number: (920) 876-6382

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. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. 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.

H. 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 in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. 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.

K. Insurance

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

L. 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.

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

N. 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.

O. 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.

P. 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.

Q 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.

R. 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**

The Avenue
275 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203
414 / 259 1500
**www.graef-usa.com**

GRAEF

collaborate / formulate / innovate

March 20, 2023

Paul Haugen, Water Superintendent
Germantown Water Utility
Village of Germantown
N122W17177 Fond do Lac Avenue
Germantown, WI 53022

Subject: Elevated Water Tower #3 Rehabilitation and Painting

Dear Paul:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the Village of Germantown (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for Elevated Water Tower #3 Rehabilitation and Painting (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to prepare construction bid documents for the rehabilitation and painting of the existing 1,000,000 gallon spheroid elevated water tower.

For this Project, GRAEF proposes to provide the following Basic Services:

**Preliminary Design**

- Participation in kick-off, project team and owner meetings to coordinate project.
- Inspect elevated water tower. Verify recommended improvements from November 2020 field inspection and report.
- Prepare 90% Construction Documents to generally include the following sheets:
  - Project Cover Sheet
  - Site Layout Plan
  - Site Staging Plan
  - Site Containment Plan
  - Construction Details
- Prepare technical specifications in CSI format for inclusion in project manual.
- Prepare preliminary Project Manual with front end contract and bidding sections.
- Prepare preliminary cost estimate.
- Submit Project Manual and Construction Documents to Village of Germantown for review.
- Meet with Village of Germantown to review Project Manual and Construction Documents.

**Final Design**

- Prepare 100% Construction Documents to generally include updates to the 90% Construction Document set of drawings.
- Prepare WDNR review and permit applications for review of the Construction Documents.
- Submit to the WDNR for review and approval.
- Prepare bidding documents to include the Project Manual and Construction Documents, incorporating comments from the WDNR review.
- Prepare final cost estimate.

**Bidding**

- Prepare advertisement for bids, submit to agencies.
- Post bidding documents on Quest.
- Facilitate mandatory pre-bid meeting.
- Respond to bidder's questions.
- Prepare and issue one addendum.
- Review bids and tabulate results.
- Prepare recommendation letter to the Village of Germantown.

GRAEF will endeavor to perform the proposed Basic Services per an agreed upon schedule with the Village of Germantown.

At your written request, GRAEF will evaluate and provide the additional services for additional compensation as discussed.

For this Project, it is our understanding the Client will provide the following services, items and/or information:

- Access to the project site.
- Record drawings and shop drawings for the elevated water tower.
- Environmental investigations, remediation coordination or design services required.
- Permit and review fees.

For all Basic Services, Client agrees to compensate GRAEF as follows, lump sum fee of $40,100.00, plus reimbursable expenses such as mileage, printing and permit fees.

To accept this proposal, please sign and date both of the enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to the Village of Germantown.

Sincerely,

**Graef-USA Inc.**

Britney Meyer, P.E.
Project Manager

Michael N. Paulos, P.E.
Principal

**Accepted by: Village of Germantown**

_____
(Signature)

_____
(Name Printed)

_____
(Title)

Date: _____

collaborāte / formulāte / innovāte

## Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on March 20, 2023 (Agreement) by and between Graef-USA Inc. (GRAEF) and Village of Germantown (Client):

**Standard of Care**: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

**Client Responsibilities**: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

**Limitation of Liability**: **Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars ($100,000.00).**

**Additional Services**: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

**Collection Costs**: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

**Invoicing & Payment**: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

**Latent Conditions**: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

## Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

**Insurance**: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

**Instruments of Service**: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

**Contractor Submittals**: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

**Pricing Estimates**: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

**Construction Observation**: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

**Dispute Resolution**: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

**No Assignment**: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

**Governing Law**: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

**Severance of Clauses**: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

**Integrated Agreement**: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

June 22, 2023

Mr. Paul Haugen – Water Superintendent
Village of Germantown
PO Box 337
N122W17177 Fond du Lac Ave.
Germantown, WI 53022-0337

RE: Water Tower No. 3 Painting & Improvements

Dear Paul,

Thank you for the opportunity to present our proposal for engineering services for the Water Tower No. 3 – Painting and Improvements project. Our team is eager to assist the Village with this critical project.

Attached you will find our Agreement for Services itemizing our scope of work, schedule, and estimated fees.

As requested, this Agreement is through bidding services. Addition efforts for construction administration, field inspection, and project closeout would be added by Addendum, if requested.

If you have any questions regarding our proposal, please call Dale at (608) 628-3163.

Sincerely,
Foth Infrastructure & Environment, LLC

Thomas J. Ludwig, P.E.
*Principal Engineer/Client Director*

Dale R. Broeckert, P.E.
*Senior Project Manager*

**Project Title (the "Project"):** Water Tower No. 3 – Painting & Improvements

**FOTH Project Number:**

**CLIENT Project Number: (If applicable)**

This Agreement for Services (hereinafter "Agreement") is made and entered into this **22nd** day of **June**, **2023**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC,** (hereinafter "Consultant") and **Village of Germantown**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Village of Germantown – Water Utility

Address: PO Box 337, N122W17177 Fond du Lac Ave., Germantown, WI 53022

Phone No: 262-253-8254 Email Address: phaugen@germantownwi.gov

**Scope of Services**: Client hereby agrees to retain Consultant to perform the following Services:

**Preliminary Design**

- Project Kick-off meeting
- Re-inspection to verify improvements needed, current improvement scope based on the Fall 2020 field inspection report recommendations by James Orr Coating Inspection, LLC.
- Prepare preliminary plans & specifications:
  - Site Layout & Staging Areas
  - Containment plans & disposal requirements
  - Lead/Chromium Provisions (if applicable)
  - Paint Overspray
  - Surface Prep & Coatings as recommended
  - Structural Repairs/Modifications as recommended
  - Safety provisions
- Verify/update preliminary construction cost estimate previously provided in inspection report.
- Submit preliminary project manual and construction documents to the Village for review. Meet with Owner to discuss comments.

**Final Design**

- Finalize plans & specification and review with Owner.
- Complete and submit required WDNR permitting/approval items.
- Prepare bidding documents including comments from the WDNR.
- Prepare final cost estimate and review with Owner.

**Bidding**

- Advertise bidding documents & post on Quest CDN (eBid)
- Attend and facilitate a mandatory pre-bid meeting.
- Respond to any bidder questions.
- Prepare and issue up to one Addendum.
- Review and tabulate bid results.
- Prepare recommendation of award letter for Owner.

Not Included: Alternate investigations/scope outside of the noted field inspection report items.

**Schedule:** Services shall be performed according to the following schedule:

Bidding in early October to accommodate Owner bid acceptance in November. Dates to be confirmed with Owner.

**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of $ .00

☐ Unit Cost/Time Charges (Standard Rates)

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of $ _____.00

☒ Other as stated here: Billed hourly per standard year rates, see Exhibit A. Estimated Level of Effort for the above scope:

| | |
|---|---|
| Preliminary Design: | $19,580 |
| Final Design: | $13,760 |
| Bidding: | $6,610 |
| **Total Estimate:** | **$39,950** |

Notes:

1. If additional scope is requested and approved by the Owner, these efforts will be billed per standard T&M rates.
2. Construction Administration/Inspection/Closeout efforts, if requested, will be estimated and added by Addendum to this Agreement.

**Special Conditions (if any):**

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

| **CLIENT** | | **CONSULTANT** | |
|---|---|---|---|
| *Signed:* | | *Signed:* | |
| Name (printed): | | Name (printed): | Thomas J. Ludwig, PE |
| Title: | | Title: | State Operations Director |
| Date: | | Date: | June 22, 2023 |
| | | *Signed:* | |
| | | Name (printed): | Dale R Broeckert, PE |
| | | Title: | Senior Project Manager |
| | | Date: | June 22, 2023 |

**AGREEMENT FOR SERVICES**
**STANDARD TERMS AND CONDITIONS**

**1.0 Commencement of Services -** The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

**1.1 Standard of Care -** The standard of care for any professional Services performed or furnished by Consultant 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. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

**2.0 Client Responsibilities -** Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Clients other consultants. Such data and information shall include but not be limited to the following:

a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.

b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.

c. Legal counseling services necessary for the Project including legal review of the construction contract documents.

d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

**2.1 Right of Entry -** Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

**2.2 Client Authorized Representative** - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

**3.0 Fees and Payment**

**3.1 Invoice Payment Due -** Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

**3.2 Failure to Pay.** Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

**3.3 Interest on Late Payments -** In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

**4.0 Insurance/Limitation of Consultant's Liability -** Consultant will maintain the following insurance coverages:

a. Worker's compensation insurance pursuant to state law.

b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and $2,000,000 in the aggregate.

d. Professional liability insurance, if applicable, of $1,000,000 per claim and in the aggregate.

**4.1 Liability Limits -** Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) $50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

**4.2 Waiver of Subrogation -** Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

**5.0 Indemnification -** Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

**6.0 Hazardous Materials -** Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

**7.0 Design Without Construction Phase Services -** Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

**8.0 Documents- Ownership of Work Product and Proprietary Information -** The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

**9.0 Injury to Workers on Project** Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

**10.0 Probable Construction Costs Opinions -** Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

**11.0 Site Visits -** Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

**12.0 On-Site Observation -** When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

**13.0 Termination or Abandonment -** If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

**14.0 Jurisdiction -** This Agreement shall be governed by the laws of the State of the Project.

**15.0 Dispute Resolution -** The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

**16.0 Waiver -** Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**17.0 Successors and Assigns -** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

**18.0 Severability -** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**19.0 Force Majeure -** Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

**20.0 Entire Agreement** - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

# Exhibit A

## FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
## 2023 HOURLY RATE SCHEDULE

| CLASSIFICATION | HOURLY RATE |
|---|---|
| Principal | $240 - $250 |
| Project Manager | $180 - $240 |
| Project Engineer | $154 - $240 |
| Staff Engineer | $127 - $157 |
| Planner | $127 - $207 |
| Project Scientist | $127 - $167 |
| Technician | $85 -$175 |
| Construction Manager | $132 - $182 |
| Land Surveyor | $145 - $205 |
| Project Administrator | $82 - $102 |
| Administrative Assistant | $62 |

**REIMBURSABLE EXPENSES**

1. All equipment, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on $0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

**ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

## BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: Well Head Protection, Security fence around Wells 5 & 7

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

As presented to the PWHC in a power point presentation on April 5th, we requested permission to install a Well Head Protection Security fence around Wells 5 & 7. It was pulled from the full board agenda due to the project being required to be publicly bid by recommendation of the Village Attorney.
Two companies supplied bids for this project:

1. Century Fence Company-$59,722.00
2. Munson, Inc-$48,464.00

After reviewing the bids, staff finds that Muson, Inc., is the lowest responsible bidder for the project.

ATTACHMENT:

1. Wells 5-7 Fence - Award

RECOMMENDATION:

Staff recommends the bid from Munson, Inc. not to exceed the amount of $48,464.00 from account #50-180-184-3310.

ACTION BY Committee:

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

Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

June 29, 2023

Paul Haugen
Germantown Water Utility
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

RE: Wells 5 and 7 Fence Installation

Dear Paul:

I have reviewed the bid received on June 22, 2023, for the above referenced project. A summary of the bid is as follows:

| Bidder | Total Base Bid Amount | Alternate A-1 Bid Additional Amount |
|---|---|---|
| Munson, Inc. | $ 48,464.00 | $ 1,275.00 |
| Century Fence Co. | $ 59,722.00 | $ 5,933.00 |

The alternate bid was requested to explore the costs of adding barbed wire at the top of the fence.

We recommend awarding the project to Munson, Inc. for the total base bid amount of $48,464.00. Their bid is complete and contains all required documentation.

We do not recommend awarding the alternate at this point. However, if Germantown would like to incorporate the barbed wire for security, the alternate can be incorporated.

Please contact me if you have any questions.

Sincerely,

Eve Schnell

Eve Schnell, PE, PTOE

Project Manager

cc: Scott Weigand – Village of Germantown
Dale Broeckert – Foth Infrastructure & Environment, LLC

Enclosure: Bid Results Worksheet

Wells 5 & 7 Fence Installation (#8542639)
Owner: Village of Germantown
Solicitor: Foth - Milwaukee
06/22/2023 10:00 AM CDT

| | | | | | | Munson, Inc. (Munson Fence | | Century Fence Co. | |
|---|---|---|---|---|---|---|---|---|---|
| Section Titl | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension | Unit Price | Extension |
| Base Bid | | | | | | | $48,464.00 | | $59,722.00 |
| | 1 | 1 | Mobilization, Demobilization and Overarching Construction Needs | LS | 1 | $1,952.00 | $1,952.00 | $695.00 | $695.00 |
| | 2 | 2 | Clearing and Grubbing | LS | 1 | $3,250.00 | $3,250.00 | $2,920.00 | $2,920.00 |
| | 3 | 3 | 6' High Black Vinyl Coated Chain Link Fence with All Appurtenances | Ln Ft | 850 | $31.00 | $26,350.00 | $41.52 | $35,292.00 |
| | 4 | 4 | 20'Wx6'H Cantilever Gate with All Appurtenances | EA | 1 | $14,863.00 | $14,863.00 | $16,865.00 | $16,865.00 |
| | 5 | 5 | 4'Wx6'H Pedestrian Gate with All Appurtenances | EA | 1 | $547.00 | $547.00 | $2,270.00 | $2,270.00 |
| | 6 | 6 | Bollards | EA | 2 | $751.00 | $1,502.00 | $840.00 | $1,680.00 |
| Alternate 1 | | | | | | | $1,275.00 | | $5,933.00 |
| | A1 | A1 | Barbed Wire | Ln Ft | 850 | $1.50 | $1,275.00 | $6.98 | $5,933.00 |
| Base Bid Total: | | | | | | | $48,464.00 | | $59,722.00 |

## BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: Well #7 MCC/VFD Change Order

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

During the bidding process, the low bidder missed an item that was required to complete the MCC work and was for the installation of the VFD (Variable Speed Drive). What was missing was a NEMA cabinet enclosure.

If it was not missed, this cost would have been included in the total cost of the project, so basically, they are asking for it after the fact. The pass-through cost of this enclosure is $11,356.00.

As a side note, due to material delays, we found out that the VFD delivery date is July-Sept 2024.
We have the option of removing the old VFD and reinstalling it temporarily until the new one arrives-quote attached. We believe it is a better use of utility funds to not install the used VDF but wait until the new VFD arrives.

ATTACHMENT:

1. Well #7 Change Order Proposal

RECOMMENDATION:

Staff recommends approval of J Miller Electric Change order proposal in the amount not to exceed $11,356.00 from account #50-180-182-3900.

ACTION BY Committee:

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

# J. MILLER ELECTRIC, INC.

***ELECTRICAL CONTRACTOR SINCE 1963***

512 S. Park Street, PO Box 587 Port Washington, WI 53074
Phone: 262-284-2646 • Fax: 262-284-6282


# *Change Order Proposal*

7/24/2023

ATTN: Eve Schnell
Engineer: Foth Infrastructure & Enviroment, LLC.
Project: Wellhouse No. 7 Electrical Improvements

I am pleased to offer the following work for your consideration:

- CTW supplied Mitsubishi VFD Cost Increase
  - CTW base bid VFD $14,023.00 (Quote attached)
  - CTW properly quoted VFD $25,379.00 (Quote attached)
  - Total CTW price increase included in net price below $11,356.00
- Labor to disconnect and relocate existing MCC section with VFD
  - Utilize existing MCC end panels on existing VFD section
- Provide and install additional junction box to accommodate new VFD
- Provide and install mechanical lugs in existing MCC section
- Mobilization
- JME labor $4,500.00
- JME material $747.00
- Excludes:
  - Existing VFD troubleshooting and programming
  - OT labor
  - Housekeeping pad

The above design and scope of work is confidential and proprietary to J. Miller Electric, Inc.
I will proceed with the above based on a net price of $16,603.00. (Taxes NOT included in net price)
Prices firm for acceptance within 30 days of quotation. Commodities pricing subject to change.

Justin Miller
Vice President
J. Miller Electric, Inc.


Email: justin.jmillerelectric@gmail.com Cell: (262) 305 3858 Office: (262) 284 2646

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE**

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: 5-Year CIP (Capital Improvement Plan)

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

ATTACHMENT:

1. 2023-2027 v230802

RECOMMENDATION:

ACTION BY Committee:

# Village of Germantown

## SUMMARY OF C.I.P. EXPENDITURES (years 2023 - 2027)

### by Department

REVISED 6/26/2023

| Department- Project Category | 2023 | 2024 | 2025 | 2026 | 2027 | Total Cost |
|---|---|---|---|---|---|---|
| **Data Processing** | | | | | | 0 |
| Technology Hardware | | $ 95,000 | $ 50,000 | $ 50,000 | $ 50,000 | $ 245,000 |
| Tyler Munis Project | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |
| | **$ -** | **$ 95,000** | **$ 50,000** | **$ 50,000** | **$ 50,000** | **$ 245,000** |
| **Police Department** | | | | | | |
| Patrol Squads (24 total in Fleet/replace 2/yr; add 2%/yr) | $ 120,000 | $ 156,060 | $ 106,120 | $ 162,360 | $ 168,855 | $ 713,395 |
| ProPheonix Upgrade | | | | | $ 40,000 | $ 40,000 |
| Defibrillators | $ 24,000 | | | | | |
| Department Lap Tops | | | $ 50,000 | | | $ 50,000 |
| **New Police Department Campus** | | | | | | $ - |
| Design (in 2023 into 2024) | | $ 750,000 | | | | $ 750,000 |
| Building (estimate build 2024/2025 @ $17 mil) | | | $ 17,000,000 | | | $ 17,000,000 |
| Replace Handguns (New $26,000 - sell existing(30%) = $18,200) | | $ 18,200 | | | | $ 18,200 |
| | **$ 144,000** | **$ 924,260** | **$ 17,156,120** | **$ 162,360** | **$ 208,855** | **$ 18,595,595** |
| | | | | | | 0 |
| **Fire Department** | | | | | | 0 |
| ***Equipment Replacement*** | | | | | | 0 |
| Replace Pumper Truck (#1764; yr mnfr 2012) replace in 2032 | | | | | | $ - |
| Replace Tender Truck (#1790; yr mnfr 1995) | | | | | | $ - |
| Replace SCBA's and Bottle Replacement | | | | | | $ - |
| Replace Ambulance (#1751; yrr mnfr 2021) replace in 2031 | | | | | | $ - |
| Replace Ambulance (#1754 yr mnfr 2011) | | $ 500,000 | | | | |
| Replace Staff Vehicle (#1785; yr mnfr 2013) | | | | | | $ - |
| Replace Pumper Truck (#1762; yr mnfr 2015) replace in 2035 | | | | | | $ - |
| Replace Ladder Truck (#1771; yr mnfr 2001) replace in 2028 | | | | | | $ - |
| Replace Ambulance (#1752; yr mnfr 2022) replace in 2034 | | | | | | $ - |
| Replace Staff Vehicle (#1741; yr mnfr 2016) | | | $ 85,000 | | | $ 85,000 |
| Add UTV | | | | | | $ - |
| Firefighting Water Tender Truck | $ 515,000 | | | | | |
| Other Equipment (Fuel Tank / Station #2) | $ 40,000 | | | | | |
| Fire Extinguisher Training Prop | $ 20,000 | | | | | |
| | **$ 575,000** | **$ 500,000** | **$ 85,000** | **$ -** | **$ -** | **$ 1,160,000** |
| **Library** | | | | | | |
| Design Second Floor Addition | | | | $ 300,000 | | $ 300,000 |
| Concept Drawings (determine estimated cost for Second Floor) | | $ 22,000 | | | | $ 22,000 |
| Construct Second Floor | | | | | $ 3,000,000 | $ 3,000,000 |
| | **$ -** | **$ 22,000** | **$ -** | **$ 300,000** | **$ 3,000,000** | **$ 3,322,000** |
| **Street & Highway** | | | | | | |
| Single Axle Patrol Truck | | | $ 260,000 | $ 260,000 | $ 520,000 | $ 1,040,000 |
| Bucket Truck | | | | | | $ - |
| Pick-up w/ Plow Package | | | | $ 65,000 | | $ 65,000 |
| Tractor Loader Parks | | | | | | $ - |
| F-450 Truck Body | | | | | | $ - |
| Asphalt Paving (Annual Road Program) | | MOVED TO ENGINEERING TO REFLECT BUDGET LOCATION | | | | |
| Salt/Brine Inseret | $ 98,000 | | | | | $ 98,000 |
| Zero Turn Mower (2) | | $ 20,000 | | $ 38,000 | | $ 58,000 |
| Pick-up/w liftgate | | $ 57,000 | $ 58,000 | | | $ 115,000 |
| Tandem Patrol Truck | $ 240,000 | $ 350,000 | | | | $ 590,000 |
| Compact loader/Skid loader | | $ 100,000 | | | | $ 100,000 |
| Road Paint sprayer | | $ 10,000 | | | | $ 10,000 |
| Ditch Mower Tractor | | | | $ 180,000 | | $ 180,000 |
| MV/Trackless | | | $ 245,000 | | | $ 245,000 |
| Air compressor/ pull behind | | | | $ 30,000 | | $ 30,000 |
| Tar Kettle & Router | | | | | $ 110,000 | $ 110,000 |
| 1 Ton Dump Truck | | | | | $ 75,000 | $ 75,000 |
| | | | | | | $ - |
| | **$ 338,000** | **$ 537,000** | **$ 563,000** | **$ 573,000** | **$ 705,000** | **$ 2,716,000** |
| **Wastewater Utility** (Wastewater typically does not borrow) | | | | | | |
| Relining & Manhole Maint sewer lines | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 70,000 | $ 350,000 |
| CIPP waterway crossings | $ 200,000 | $ 200,000 | $ 200,000 | $ 200,000 | | $ 800,000 |
| Epoxy encapsulation of wet wells @ Main St & Old Farm Lifts | $ 100,000 | | | | | $ 100,000 |
| Flowminutor Main Street Lift Replacement | $ 85,000 | | | | | $ 85,000 |
| Truck (552) 2005 Jet Vac Replacement | $ 35,000 | $ 35,000 | $ 35,000 | $ 35,000 | $ 35,000 | $ 175,000 |
| Joint Meter Replacement | | | | | | |
| Pump Upgrade w/ Controls- Lift 3 | | | $ 110,000 | | | $ 110,000 |
| OHV and Trailer | | | | | | |
| Lift 2 Sanitary Sewer Relay (Concord to Pilgrim)(Built 1965, Rehab 1988) | $ 500,000 | | | | | $ 500,000 |
| Lift 2 Sanitary Sewer Relay (Sumac to Concord) | $ 225,000 | | | | | $ 225,000 |
| Old Farm Lift Paralell Force Main-24" | | | | $ 2,100,000 | | $ 2,100,000 |
| Truck (555) 2009 GMC 2500 4X4 liftgate Replacement | | | $ 65,000 | | | $ 65,000 |
| Lift 6 Land Purchase | $ 1,000,000 | | | | | $ 1,000,000 |
| Field Mobile Work Stations | | $ 3,500 | | | | $ 3,500 |
| Telemetry Equipment | | | $ 25,000 | | | $ 25,000 |
| Truck (553) 2001 GMC G3500 Hi cube w/CCTV Equipment | | $ 330,000 | | | | $ 330,000 |
| Paralell Force Main from Main Street Lift | | | | | $ 1,200,000 | $ 1,200,000 |
| Auto Bar Screen-Main Street Lift | | | $ 180,000 | | | $ 180,000 |
| Electric Pumping Equipment Lift 7 pump replacement | | $ 24,000 | | | | $ 24,000 |
| | **$ 2,215,000** | **$ 662,500** | **$ 685,000** | **$ 2,405,000** | **$ 1,305,000** | **$ 7,272,500** |

# Village of Germantown

## SUMMARY OF C.I.P. EXPENDITURES (years 2023 - 2027)

### by Department

REVISED 6/26/2023

| Department- Project Category | 2023 | 2024 | 2025 | 2026 | 2027 | Total Cost |
|---|---|---|---|---|---|---|
| **Water Utility** | | | | | | |
| | | | | | | $ - |
| **Well Rehab** | | | | | | |
| Well #2 | | | $ 150,000 | | | $ 150,000 |
| Well #3 | | | | | | $ - |
| Well #4 | | | | | | $ - |
| Well #5 | $ 150,000 | | | | | $ 150,000 |
| Well #7 | | $ 150,000 | | | | $ 150,000 |
| Well #11 | | | | | | $ - |
| | **$ 150,000** | **$ 150,000** | **$ 150,000** | **$ -** | **$ -** | **$ 450,000** |
| **Well Roof Shingling-new access hatch & Fence** | | | | | | |
| Well #2 (shingles) | | | | | $ 15,000 | $ 15,000 |
| Well #4 (shingles) | | | | | $ 15,000 | $ 15,000 |
| Well #5 (shingles) | | | | | $ 25,000 | $ 25,000 |
| Well #7 (shingles) | | | | | $ 15,000 | $ 15,000 |
| Boundary Fence at Well #5 & Well #7 | $ 58,000 | | | | | $ 58,000 |
| | **$ 58,000** | **$ -** | **$ -** | **$ -** | **$ 70,000** | **$ 128,000** |
| **Well House & Tower Door Lock Upgrade** | | | | | | |
| Keyless Access (22 well houae & tower door locks) | | | | | $ 55,000 | $ 55,000 |
| Camera All Wells (keys and cameras maybe moved up a year or two) | | | | | $ 56,000 | $ 56,000 |
| | **$ -** | **$ -** | **$ -** | **$ -** | **$ 111,000** | **$ 111,000** |
| **Well House VFD** | | | | | | |
| Well #2 | | | | $ 45,000 | | $ 45,000 |
| Well #3 | | | | | $ 45,000 | $ 45,000 |
| Well #4 | | | $ 45,000 | | | $ 45,000 |
| Well #11 | | | | | | $ - |
| | **$ -** | **$ -** | **$ 45,000** | **$ 45,000** | **$ 45,000** | **$ 135,000** |
| **Water Tower Painting** | | | | | | |
| Tower #3 | | $ 650,000 | | | | $ 650,000 |
| | | | | | | $ - |
| | **$ -** | **$ 650,000** | **$ -** | **$ -** | **$ -** | **$ 650,000** |
| **Trucks-Equipment** | | | | | | |
| Vac/Valve Turner-2007 (possible move this out 2-4 years) | | | | | $ 145,000 | $ 145,000 |
| New Truck and Crane | | $ 105,000 | | | | $ 105,000 |
| | **$ -** | **$ 105,000** | **$ -** | **$ -** | **$ 145,000** | **$ 250,000** |
| **Well Generators** | | | | | | |
| Well #2 | | $ 300,000 | | | | $ 300,000 |
| Well #4 | | | $ 300,000 | | | $ 300,000 |
| Well #7 | | $ 300,000 | | | | $ 300,000 |
| 250 kw Load Bank | | | | | $ 30,000 | $ 30,000 |
| | **$ -** | **$ 600,000** | **$ 300,000** | **$ -** | **$ 30,000** | **$ 930,000** |
| **Well Antenna System-this is half sewercovers the other half** | | | | | | |
| Well Antenna System (50% water & 50% sewer) | | $ 150,000 | | | | $ 150,000 |
| | **$ -** | **$ 150,000** | **$ -** | **$ -** | **$ -** | **$ 150,000** |
| **Water Main Relay** | | | | | | |
| Well #4-Prelube line & new outlet piping | | | $ 75,000 | | | $ 75,000 |
| Division Road?? | | | | | | |
| Santa Fe, Apache, Indianwood Dr, Cherokee, Commanche, Pawnee, | | | | | | |
| Council Bluffs- (13) Hydrants Replacments | | | | | $ 150,000 | $ 150,000 |
| Shagbark Ln | | $ 450,000 | | | | $ 450,000 |
| Loop Sunny View, Daniels, Kurt, Williams & Roberts? | | | | $ 550,000 | | $ 550,000 |
| Glenwood Park | $ 1,155,770 | | | | | $ 1,155,770 |
| Hydrant and Valve Work Due to Road Construction | | $ 75,000 | $ 75,000 | $ 75,000 | $ 75,000 | $ 300,000 |
| | $ 1,155,770 | $ 525,000 | $ 150,000 | $ 625,000 | $ 225,000 | $ 2,680,770 |
| | **$ 1,363,770** | **$ 2,180,000** | **$ 645,000** | **$ 670,000** | **$ 626,000** | **$ 5,484,770** |

# Village of Germantown

## SUMMARY OF C.I.P. EXPENDITURES (years 2023 - 2027)

### by Department

REVISED 6/26/2023

| Department- Project Category | 2023 | 2024 | 2025 | 2026 | 2027 | Total Cost |
|---|---|---|---|---|---|---|
| **Recycling Center** | | | | | | |
| Wheel Loader | $ - | $ - | $ - | $ - | | $ - |
| | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Parks and Recreation** | | | | | | |
| Village-Wide Trail/Pathway Network Plan | | | | | | $ - |
| Land Acquisition – Community Park | | | | | | $ - |
| Dheinsville Park Festhalle – Bird Netting System | | | | | | $ - |
| Kinderberg Park – resurface tennis courts | | | | | | $ - |
| Alt Bauer Tennis | | $ 56,000 | $ 50,000 | | | $ 106,000 |
| Ball Diamon Renovations (Haupt/Friedenfeld) | $ 65,000 | | | | | $ 65,000 |
| Kinderberg Park Playground | $ 300,000 | | | | | $ 300,000 |
| Community Park Master Plan & Phase 1 Development | | $ 2,000,000 | | | | $ 2,000,000 |
| Trail/Pathway System Implementation (4 annual Phases) | | $ 100,000 | $ 100,000 | $ 100,000 | $ 100,000 | $ 400,000 |
| Picnic Tables | $ 49,000 | | | | | $ 49,000 |
| Community Park Development – Phase 2 Development | | | $ 750,000 | | | $ 750,000 |
| Community Splashpad & All-Inclusive Playground | | $ 1,000,000 | | | | $ 1,000,000 |
| Community Park Development – Phase 3 Development | | | | $ 500,000 | | $ 500,000 |
| Friedenfeld Park Master & Design Development Plans | | | | | | $ - |
| Friedenfeld Park Utilities & Restroom/shelter Building | | | | $ 1,500,000 | | $ 1,500,000 |
| Stump Grinder | $ 93,000 | | | | | $ 93,000 |
| Pick-up Truck w/ Lift Gate | $ 55,000 | | | | | $ 55,000 |
| | **$ 562,000** | **$ 3,156,000** | **$ 900,000** | **$ 2,100,000** | **$ 100,000** | **$ 6,818,000** |
| **Engineering** | | | | | | |
| Village Owned Pond Survey and Restoration (Jefferson Ponds-2027) | | $ 25,000 | $ 25,000 | $ 25,000 | $ 75,000 | $ 150,000 |
| Lannon Rd & Maple Rd Intersection Improvements ( HSIP funded) | | | | | | $ - |
| Intermodel/sidewalk Connectivity program | | $ 50,000 | | $ 50,000 | | $ 100,000 |
| Sidewalk Program | $ 45,000 | | | | | $ - |
| Woodlannd Dr. Area (rural road areas) Drainage Improvements | | | | | | $ - |
| Easement cost through SE corner Goldendale Rd/Holy Hill Rd for sanitary sewer to serve NE corner of same intersection | | | $ 400,000 | | | 400000 |
| Layout/Design future frontage Road (Holy Hill Rd to Shady Ln) | | $ 125,000 | | | | $ 125,000 |
| Division Road Reconstruction (Survey/Design) | | $ 290,000 | | | | $ 290,000 |
| Asphalt Paving (Annual Road Program)(Moved from Street Budget) | $ 1,000,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 7,000,000 |
| | **$ 1,045,000** | **$ 1,990,000** | **$ 1,925,000** | **$ 1,575,000** | **$ 1,575,000** | **$ 8,110,000** |
| **Buildings** | | | | | | |
| Historical Bell Museum | | | | | | $ - |
| Historical Wolf Haus | | | | | | $ - |
| Fire Station #2 | $ 189,000 | | | | | $ 189,000 |
| Survive Alive House | | | | | | $ - |
| Spassland Shelter | | | | | | $ - |
| Kinderberg Shelter | | | | | | $ - |
| Kinderberg Splash Pad | | | | | | $ - |
| Recreation Building (Old Fire House #1) | | | | | | $ - |
| Firemens Park Restroom | | | | | | $ - |
| Firemans Park Restroom | $ 39,000 | | | | | $ 39,000 |
| Fire Company Building | $ 30,000 | | | | | $ 30,000 |
| Senior Center | | | | | | $ - |
| Village Hall | | | | | | $ - |
| Library | | | | | | $ - |
| Police Department | | | | | | $ - |
| Police Annex | | | | | | $ - |
| | **$ 258,000** | **$ 500,000** | **$ 500,000** | **$ 500,000** | **$ 500,000** | **$ 2,258,000** |
| **TOTAL (INCLUDES WATER AND WASTE WATER UTILITIES)** | **$ 6,500,770** | **$ 10,566,760** | **$ 22,509,120** | **$ 8,335,360** | **$ 8,069,855** | **$ 55,981,865** |
| TOTAL 2023 LESS WATER AND WASTE WATER UTILITES | $ 2,922,000 | $ 7,724,260 | $ 21,179,120 | $ 5,260,360 | $ 6,138,855 | $ 43,224,595 |

## BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: F-Street Development Agreement

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

Attached is a Development Agreement for the F-Street Development which is part of TID 9. The form is largely the standard form agreement the Village uses for these types of developments with changes requested by F-Street's legal team and as may be necessary to reflect differences in this project compared to others. These changes have been reviewed by the Village Attorney.

The various exhibits are being finalized and will be part of the packet when the agreement goes to the VIllage Board.

ATTACHMENT:

1. Development Agreement (F Street Germantown, LLC)

RECOMMENDATION:

To approve the Development Agreement as presented.

ACTION BY Committee:

**TOWN 9 INDUSTRIAL BUILDING A**
DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and F Street Germantown, LLC, A Wisconsin Limited Liability Company, hereinafter referred to as “Developer”.

WHEREAS, the Developer owns Lot # 1 (39.906 acres) of Certified Survey Map No. 7272, described as follows: lands located in Northwest ¼, the southwest ¼, and the Northeast ¼ of the Northeast ¼ of Section 36, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin and as identified in the attached Exhibit “C” in the Village of Germantown, Washington County, Wisconsin (the “Property”); and

WHEREAS, Developer has submitted a site plan for one (1) building on the parcel; having 374,804 sq. ft., the building will be an office and warehouse and manufacturing facility (“Development”); and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install a water distribution facility in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, it will be necessary that Developer construct sanitary sewer facilities in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and rules and regulations of governmental agencies with jurisdiction.

NOW, THEREFORE, in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the applicable provisions of that section and as directed by the Village

Engineer or Village Board and consistent with the plans and specifications described in the attached Exhibit D which have been approved by the Village ("Approved Plans"). It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved plans for all water supply facilities, including an extension of 12" water main for a distance of approximately 2,077 lineal feet together with 3 each 12" valves and 4 fire hydrants assemblies (includes; hyd, 6" vlv & lead). Authorization for construction has been given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in a Village utility easement dedicated to the Village. The easement shall be dedicated to and accepted by the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall extend sanitary sewer within a utility easement for approximately 1,014 lineal feet of 8" pipe and 5 each manholes, beginning at the existing sanitary sewer located at approximately the southwest corner of the proposed building and proceed in a southeasterly direction to the end point and manhole of the sanitary sewer extension. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted and the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(7) of the Municipal Code. All such documents have been prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in a utility easement dedicated to the Village. The easement shall be dedicated to and accepted by the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

1.04 OTHER UTILITIES. All such services constructed after the date hereof shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Chap. 29 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

(1) Submitted an Erosion Control Plan which the Village Engineer has approved.

(2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the Development and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.

(3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.

(4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.

(5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the Property comprising the "Development" discharge into two (2) proposed storm drainage Ponds located at the south end of the Property. The proposed Ponds will remain under the ownership of the owner of the Development or an affiliate of the owner of the Development. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Ponds will be adequate to accommodate expected surface water flow within and through the Development. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting &

Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements" and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the "SWMP"). All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies.

(1) Developer shall install all storm water management facilities as shown on the SWMP.

(2) The proposed Ponds shall be certified to verify that the Ponds were constructed to meet the requirements of the SWMP.

(3) Developer shall prepare, submit to the Village Engineer for review and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

(4) The Developer or its affiliates, successors, or assigns shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted February 27, 2023.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (None are required.)

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this Development.

## ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of the water supply and sanitary sewerage system construction. Developer agrees that no work shall be scheduled for the water supply and sanitary sewerage system improvements without the Village Engineer's written approval of the starting date and schedule.

The pre-construction meeting is required prior to starting installation of sanitary sewer and water main.

2.02 BUILDING AND OCCUPANCY PERMITS. No temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

2.03 REQUIRED PLANS. Developer has submitted to the Village Engineer and the Village Engineer has approved all of the plans, profiles and specifications required by Sec.18.09 (3) of the Municipal Code. Required plans for improvements include the following:

(1) Master site grading
(2) Site Plan
(3) Water main record-drawings
(4) Erosion and sedimentation controls
(5) Water main extensions
(6) Sanitary Sampling Manhole
(7) Sanitary Sampling Manhole Record Drawings
(8) Sanitary Sewer Extensions
(9) Sanitary Sewer Record Drawings
(10) Landscaping

In addition, Developer has submitted and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

2.05 RECORD DRAWING DOCUMENTS. Developer shall, not later than ninety (90) days following Final Acceptance of the public improvements, prepare and submit to the Village Engineering Department, record-drawing documents in Plan & Profile format in both hardcopy and digital format (i.e., AutoCAD .dwg file format) as defined in the Record Drawings Section (6.3) of the Village's Development Handbook. The Record Drawings shall be of all public improvements to be constructed pursuant to this Agreement.

All record-drawing measurements shall be prepared using the following approved and accepted survey datum for horizontal and vertical control as referenced to the Village coordinate system being the Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1983, 2011 Adjustment, and the North American Vertical Datum of 1988.

If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by the Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

In the event it shall become necessary to mark Village owned utilities through Digger's Hotline prior to the Record Drawings for the same being provided to the Village and mapped onto the Village GIS (which the Village agrees to do so promptly after receipt of the Record Drawings), Developer shall be responsible for the marking.

## ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence reasonably satisfactory to it from Knight Barry Title, Inc. ("Knight Barry") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the public improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer within two days of such inspection for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). Completion of the public improvements shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

## ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

4.02 IMPACT FEES. As a condition of the approval of this Agreement by the Village, Developer shall pay to the Village Treasurer tax impact fees/Residential Unit that have been determined in accordance with Sec. 3.14 of the Municipal Code. These fees are calculated for the Development as follows:

| | | |
|---|---|---|
| (1) | Water: | $ 832.00/REC |
| (2) | Fire Protection: | $ 0.63549/$1000 Building Cost |
| (3) | Police Protection Facilities: | $ 0.2809/$1000 Building Cost |
| (4) | Sanitary Sewer Connection: | $ 4,764/REC |

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for the Development to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

2.25% of the first $250,000 of construction costs
1.75% of the next $250,000 of construction costs, and
1.25% of construction costs which exceed $500,000

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of $5,000 for a fee as per Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sections 18.10(7) and (8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or by a consultant and shall also be reimbursed for services

rendered by the Village Attorney. Additionally, Developer shall reimburse the Village costs for inspection and related services provided by the Village or by a consultant, on the basis of all such services rendered as deemed necessary by the Village Engineer. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Estimated billings are also set forth on Exhibit B.

4.05 DATA CONVERSION FEE. In accordance with Section 18.10(13) of the Municipal Code, Developer shall be responsible for all fees associated with the upload of Geographic Information System data incurred by the Village in connection with this Development.

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for the Development prior to the issuance of a building permit for the Development on the Property.

## ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required or permitted on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The Development is comprised of internal private roadways.

## ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer has obtained a construction loan from Citizens Bank (the "Bank") in the principal amount of $21,862,000.00 to assure the faithful performance and funding of Developer's obligations under this Agreement as itemized in Exhibit A attached hereto and incorporated herein by reference, as well as the construction of the Development. The Bank is requiring construction disbursing through Knight Barry. Upon request, Developer shall provide the Village copies of the draw request and lien waivers relating to disbursements for public improvements for the Development. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work (as such deadline may be extended and subject to Section 8.03) and the expiration of any applicable notice and cure periods, the Village is hereby authorized to submit a draw request to Knight Barry to fund any third party costs actually incurred by the Village after such one year period (as may be extended and subject to Section 8.03) and expiration of any applicable notice and cure periods, to construct the public improvements shown on the Approved Plans.

6.02 Intentionally deleted.

6.03 Intentionally deleted.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any third party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree or is reasonably necessary to remedy a breach or, if the breach cannot reasonably be corrected using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be corrected using commercially reasonable and diligent efforts, such 30-day remedy period shall be extended for the period reasonably necessary to correct if (and for such period as), (i) Developer uses commercially reasonable and diligent efforts during such 30-day period; (ii) Developer continues to use all commercially reasonable and diligent efforts to correct after such 30-day period; and (iii) such efforts are adequate to ensure a correction) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and

installation of the public improvements described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

## ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 GUARANTEE OF IMPROVEMENTS. Developer shall guarantee on cause its contractor to guaranty all dedicated public improvements against defects due to faulty materials or workmanship which appear within one (1) year from the date of Final Acceptance by the Village, as provided in Article III of this Agreement. Developer shall repair or replace any such improvements as required by the Village Engineer to eliminate such defects and shall pay for all damages to Village property resulting from such defects. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

7.03 CONTRACTOR INSURANCE. Contractors engaged by Developer to perform the work required by this Agreement within public rights-of-way shall, prior to commencing such work, submit to the Village proof of the following:

(1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

(2) Personal and public liability insurance having limits of not less than $1,000,000.00.

(3) Property damage insurance having limits of not less than $500,000.00.

(4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, but not punitive damages, fines, penalties, or consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or

conveyed by Developer to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage to the Village because of work performed pursuant to, or in connection with this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

(1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

(2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

(3) the Village may at its own expense hire counsel or consultants to monitor the Claim;

(4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;

(5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

(i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and

(ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;

(6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

## ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement work required by this Agreement shall be completed by Developer not later than one (1) year following the date of issuance of permits for such work by the Village.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement by the time period required in Section 8.01 (as such deadline may be extended and subject to Section 8.03) and the expiration of thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be funded as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, bureaucratic delays or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUNSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

## ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto, together with the Purchase and Sale Agreement and TID Development Agreement dated August 19, 2022 by and between the parties, as amended by that certain First Amendment to Purchase and Sale Agreement and TID Development Agreement dated February 7, 2023, shall constitute the entire agreements between the Developer and the Village with respect to the construction and installation of utilities on the Property.

9.04 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.05 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgages having interest in said real estate are as follows: F Street Germantown, LLC and the Bank. Developer also discloses to the Village that PACE Equity Warehouse C, LLC (as successor in interest to PACE Equity LLC) and the Wisconsin PACE Commission have an interest in said real estate pursuant to that certain PACE Special Charge and Financing Agreement, dated as of March 22, 2023 and recorded with the Washington County Register of Deeds as Document No. 1576529, as may be amended and assigned.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind F Street Germantown, LLC as an agent of the same.

9.07 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.08 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.09 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.10 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

## ARTICLE X - NON-ASSIGNMENT

This Agreement, which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2023 which shall be the effective date of this Agreement.

**DEVELOPER:**

F Street Germantown, LLC
A Wisconsin Limited Liability Company

By: _____
Scott J. Lurie, Manager

STATE OF WISCONSIN )
) SS
COUNTY )

Personally came before me this ____ day of _____, 2023, the above-named, Scott J. Lurie, Manager of F Street Germantown, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Manager of said Limited Liability Company and acknowledged that he executed the foregoing instrument in such capacity.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

**VILLAGE OF GERMANTOWN**

By: _____
Dean Wolter, Village President

Attest By: _____
Erin Hirn, Interim Village Clerk

Per Village Board Approval: Dated_____

STATE OF WISCONSIN )
) SS
WASHINGTON COUNTY )

Personally came before me this ____ day of _____, 2023, the above-named, Dean Wolter, Village President, and Angel Rettler, Interim Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Interim Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

By: _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

_____
Brian C. Sajdak, Village Attorney

This instrument was drafted by: Lawrence W. Ratayczak, P.E., Director of Public Works

**EXHIBIT "A" (financial & fee's)**

**EXHIBIT “B” (labor & equipment rates)**

**EXHIBIT "C" (CSM)**

**EXHIBIT "D"**
**Approved Plans and Specifications**

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE**

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: Role of the Utility Advisory Committee

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

See attached backup.

ATTACHMENT:

1. PWHC_UAC Role 230802

RECOMMENDATION:

ACTION BY Committee:

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

MEETING DATE: August 2, 2023

AGENDA ITEM: New Business

ITEM TITLE: Role of Utility Advisory Committee

SUBMITTED BY: Steven R. Kreklow- Village Administrator

SUMMARY EXPLANATION:

At the last meeting of the Utility Advisory Committee, the members had a discussion on the role and responsibilities of the Committee, while discussing scheduling of the next meeting. The role of the Utility Advisory Committee is defined to some extent in Village Ordinance as copied below:

**1.376 - UTILITY ADVISORY COMMITTEE. (Cr. Ord. #40-04)**

(1) **CREATION.** There is hereby recreated a Utility Advisory Committee of the Village of Germantown.

(2) **MEMBERSHIP.** The Utility Advisory Committee shall consist of 5 regular members and 2 alternate members, appointed by the Village President, and subject to confirmation by majority vote of all of the members of the Village Board. Appointees shall be selected based upon knowledgeable background credentials, including, if possible, at least 2 members who possess engineering or mechanical experience, and one member who possesses public finance or accounting background. One member shall be a sitting Village Trustee from the Public Works Committee. An alternate member shall act with full power in the absence of a regular member of the Committee.

(3) **TERM OF OFFICE.** The term of office of the Village Trustee member shall be one year. Citizen members shall be appointed for staggered terms, with initial terms to be 2 members appointed for one year, 2 members appointed for 2 years, and 2 members appointed for 3 years. Thereafter, all citizen member terms shall be 3 years.

(4) **CHAIRMAN.** The Village President shall designate one of the regular members of the Committee to serve as Chairman. The Committee may designate such other officers as it shall deem necessary or advisable.

(5) **QUORUM.** Four members shall constitute a quorum for transaction of business of the Utility Advisory Committee.

(6) **MEETINGS.** Meetings of the Utility Advisory Committee shall occur at the call of the chairman or a majority of the members of the Committee. All meetings shall comply with the Wisconsin Open Meetings Law, and be open to the public, except in so far as such law permits otherwise. (Am. Ord. #13-2020)

(7) **DUTIES.**

(a) The Committee shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating such fact, and shall keep records of its official action, all of which shall be filed in the office of the Village Clerk and shall be a public record.

(b) The Committee shall render such advice, recommendations and reports to the Public Works and Highways Committee as it may deem prudent and appropriate, or as the Public Works and Highways Committee shall request, regarding the management, policy, operations, programming and capital planning for the public utilities of the Village of Germantown.

(8) **STAFFING.** The Committee may request the Director of Public Works or his designee, to attend meetings of the Committee. The utility advisory secretary shall act as recording secretary to the Committee.
(9) **AUTHORITY.** The Utility Advisory Committee's authority shall be solely limited to forwarding suggestions and information to the Public Works Committee which may utilize this input for developing policies and strategies which are forwarded to the Village Board for approval, when necessary.

There is some room for interpretation open as to whether the Committee should be focused on advising the Public Works & Highways Committee on issues periodically referred to them, or if the Committee should meet regularly and bring up their own issues or concerns for investigation and review. Feedback from the Public Works & Highways Committee would be helpful to defining this role. If changes to Village Ordinance are necessary or helpful, the Committee could recommend these to the Village Board.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:
I recommend that the Utility Advisory Committee convene as needed to address issues referred to them by the Public Works & Highways Committee or the Village Board. Village Trustees on these bodies are aware of the availability of staff time and other Village resources and the Village Board's priorities. These bodies are best suited to take into consideration availability of resources and other Village priorities when requesting information and analysist from staff.

COMMITTEE ACTION:
A motion defining the role of Utility Advisory Committee would be in order.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE**

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: Contract with Ehlers for a Sewer Utility Rate Study

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

See attached backup.

ATTACHMENT:

1. PWHC_Award of Contract to Ehlers for a Sewer Utility Rate Study 230802
2. Summary of Proposals
3. Ehlers Proposal

RECOMMENDATION:

ACTION BY Committee:

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

MEETING DATE: August 2, 2023

AGENDA ITEM: New Business

ITEM TITLE: Contract with Ehlers for a Sewer Utility Rate Study

SUBMITTED BY: Steven R. Kreklow- Village Administrator

SUMMARY EXPLANATION:

Earlier this year, the Utility Advisory Committee and the Public Works & Highways Committee reviewed and approved an RFP seeking a consultant to complete a rate review for the Village's Sewer Utility. Staff posted the RFP on the Village website and forwarded it to several companies in the industry. We received three proposals back, from Ehlers, Raftelis and Ruekert & Muelke. All three companies have experience in this type of rate review and well qualified staff. The prices ranged from $12,750 for Ehlers to $31,900 for Ruekert & Muelke and $39,160 for Raftelis. Largely due to price, staff is recommending award of the contract to Ehlers.

If the Committee chooses to award the contract to Ehlers, the contract does not need to go to Village Board. However, the proposal from Ruekert & Muelke and Raftelis are over the $15,000 contact authority for the Committee and would have to be approved the full Village Board.

If approved the contract would be paid for out of account: 60-850-530-8520.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _X___

RECOMMENDATION:
Approved a contract with Ehlers for $12,750 to complete a rate study of the Sewer Utility.

COMMITTEE ACTION:

# Overview of Sewer Utility Rate Study

| | Ehlers | Raftelis | Ruekert & Muelke |
|---|---|---|---|
| Does the firm have adequate relevant experience? | Yes | Yes | Yes |
| Did the proposal include a realistic timeline for the project? | Yes | Yes | Yes |
| Did the proposal include examples of similar projects for other Wisconsin sewer utilities? | Yes | Yes | Yes |
| Does the project team include members with appropriate financial skills and experience? | Yes | Yes | Yes |
| Does the project team include engineering expertise? | No | Yes | Yes |
| What is the project cost? | $12,750 | $39,160 | $31,900 |

JUNE 5, 2023

PROPOSAL TO PROVIDE A 2023 SEWER UTILITY RATE STUDY FOR:

# The Village of Germantown, Wisconsin

EHLERS
PUBLIC FINANCE ADVISORS

Ehlers
N19W24400 Riverwood Drive, Suite 100
Waukesha, WI 53188

Municipal Advisor Registration Number: K0165
SEC CIK Number: 0001604197

ehlers-inc.com

## EHLERS' ADVISORS:

**Jon Cameron**
Senior Municipal Advisor
jcameron@ehlers-inc.com
262-796-6179

**Brian Roemer**
Municipal Advisor
broemer@ehlers-inc.com
262-796-6178

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June 5, 2023

Steven Kreklow
Village Administrator
Village of Germantown
N112 W17001 Mequon Road
Germantown, Wisconsin 53022

***Submitted electronically to: skreklow@germantownwi.gov***

Dear Mr. Kreklow,

Ehlers is excited to present this proposal to provide a Sewer Utility Rate Study for the Village of Germantown. We have reviewed and thoroughly understand the required scope of work listed in the RFP. We believe our combined decades of expertise in fiscal studies and municipal law, along with our collaborative project delivery approach provide a compelling relationship option for the Village to consider.

For over 65 years, Ehlers has helped clients build strong and vibrant communities through financial planning, debt issuance and management and economic development services. **In the last five years alone, our firm has completed over 250 utility rate studies aimed to deliver each client the tools to make informed decisions for their utilities and customers.**

We believe the following factors set our team apart from competing firms and position us as the most qualified to deliver the services required:

**Expertise.** Given the volume of fiscal studies and in depth legal analysis our combined team undertakes each year and the variety of complex issues we have faced in doing so, we can clearly demonstrate the practical experience needed to develop objective recommendations that will fulfill the Village's objective of ensuring Sewer rate structures that fairly distribute the cost of service among users.

**Accessible Team Players.** Ehlers' advisors pride themselves on being responsive, meeting deadlines, and having a team of individuals assigned to each client. Our suburban Milwaukee office locations offers a convenient option for meeting in person and our assigned project staff can easily travel to you for collaborative planning sessions and presentations.

**Independent, Best-Practice Approach.** Ehlers' fiduciary responsibility is to our municipal clients alone. We are committed to placing your interests above our own at all times and adhering to industry best practices.

**Client-First Values.** Ehlers delivers transparent communication, proactive client service and an unwavering dedication to deploying client resources in the most efficient and effective way possible. We will provide the Village with ongoing dialog, idea-sharing, independent analysis, presentation of customized options and a competitive, value-oriented fee schedule.

Thank you for including us in this RFP process. We appreciate your consideration and look forward to discussing how we can best serve the Village of Germantown.

Respectfully submitted,

**Jon Cameron**
Senior Municipal Advisor
jcameron@ehlers-inc.com
262-796-6179

**Brian Roemer**
Municipal Advisor
broemer@ehlers-inc.com
262-796-6178

# Example Rate Study

Ehlers invites you to review a Test Year 2022 Sewer Rate Study we completed for the Village of Kewaskum, Wisconsin. The executive summary and key findings follow below, and the full 46-page report can be found in Appendix A.

FINANCIAL MANAGEMENT PLANNING

## SECTION 1 – EXECUTIVE SUMMARY

### 1.1 Introduction and Overview

The Village engaged Ehlers in November 2021 to perform a Sewer Rate Study (the "Study") as a result of the Village looking to fund a several upcoming projects and noncompliance with their Redemption Fund. In order to finance the projects, the Village will need to adopt a sewer rate adjustment. The Village plans to finance the larger projects through the Wisconsin Department of Natural Resources ("DNR") Clean Water Fund Loan Program ("CWFL" or "CWFLP"). The primary goal of the study is to make recommendations for self-sufficient user rates to meet all operating and capital expenses of the Utility.

Along with the Study, the Village has engaged Ehlers to complete a long-range cash flow analysis for the Utility which develops recommendations for future rate increases required to support the Utility's Capital Improvement Plan ("CIP"), and projected increases to the sewer operating budget. Lastly, the study develops recommendations about how to pay for capital projects in each year through a combination of debt instruments and available cash. This Executive Summary identifies the findings, recognizes the methodology used, and reviews the results of the Study completed for the Village.

### 1.2 Key Findings

- The Utility's last rate increase was effective for January 1, 2016.
- Historically, the utility collects per customer as determined in Section 94-219 of the Sewer Use Ordinance.
- Presently, all customers pay a quarterly minimum service (fixed) charge of $29.41 and a volumetric rate of $13.28 per 1,000 gallons.
    - Sewer usage is determined by the customer's water usage unless otherwise noted.
- We recommend the Utility continue to charge users a fixed and volumetric rate each billing period (quarterly).
- To fund its CIP, we recommend the Utility use debt and cash financing.
- Based on our projections, if the Village adopts the recommended rates, the sewer rate revenue generated will adequately meet the Utility's revenue needs to fund all the Utility's financial obligations for the planning period.
- Over the planning period, the typical residential customer at average consumption will experience a 23.4% ($44.12) increase to their total quarterly sewer bill at the recommended rates.

# Qualifications & Team Structure

Ehlers will serve as the lead advisory firm responsible for all aspects of this engagement. We do not intend to subcontract any of the required work. Jon Cameron will be the Village's primary contact and project manager. He will be assisted by Brian Roemer and Lisa Trebatoski.

## MUNICIPAL ADVISORS

**Jon Cameron**
Senior Municipal Advisor
***Project Management, Utility Analysis, Projections, Reporting***

**Brian Roemer**
Municipal Advisor
***Quality Assurance***

**Lisa Trebatoski**
Associate Municipal Advisor
***Utility Analysis, Financial Projections, Reporting***

Professional biographies for the assigned team, including training and certifications, follow below:

### Jon Cameron

**Senior Municipal Advisor | Project Manager**

Jon is a Municipal Advisor on our Wisconsin Municipal Finance Team, advising local governments, public utilities and special districts on the design and implementation of custom financial solutions. He also serves as the leader of our Utility Rate Studies Team for Wisconsin municipalities. Prior to joining Ehlers in 2013, Jon was an Economic Consultant and Principal/Senior Consultant with two other municipal consulting firms. Clients rely on Jon for his ability to present complex analysis in an easy-to-understand format. Jon holds a Master of Public Administration Degree, as well as the Series 50 - Municipal Advisor Representative license. He is an active member of the American Water Works Association - Wisconsin Chapter. See Jon's full resume.

## Brian Roemer

### Municipal Advisor

Brian began his career at Ehlers in 2016 as an intern and was quickly promoted to Municipal Advisor with our Wisconsin Municipal Finance Team. Before joining the firm, Brian worked in the financial services industry for five years. Since joining Ehlers, he has amassed strong experience in utility rate studies, cash flow analysis, debt issuance and financial management planning. He is well known and highly regarded for his ability to ensure accuracy and quality in Utility Rate Study calculations and reporting. Brian holds a Master of Business Administration degree, along with the Series 50 - Municipal Advisor Representative license. He is an active member of the American Water Works Association - Wisconsin Chapter and serves on its Young Professionals Committee. See Brian's full resume.

## Lisa Trebatoski

### Associate Municipal Advisor

Lisa is an Associate Municipal Advisor with our Wisconsin Municipal Finance Team where assists clients with project management, economic development and redevelopment, long-term financial planning, and fiscal studies. She brings 20 years of direct local government experience to her role with the firm, most recently serving as the Deputy Clerk and Treasurer for the City of Watertown, Wisconsin. Prior to that, Lisa was the Clerk and Treasurer for the Village of Johnson Creek, Wisconsin. Lisa holds a Bachelor of Business Administration - Finance, as well as the Series 50 - Municipal Advisor Representative license. She is also an active member of the American Water Works Association - Wisconsin Chapter. See Lisa's full resume.

# Experience

Ehlers and the team assigned to this engagement bring decades of collective experience conducting fiscal studies for municipalities across Wisconsin, Minnesota, Illinois, Colorado, and Kansas. **As we mentioned in our submittal letter, in the last five years alone, we have completed more than 250 utility rate studies for our clients.** Volume aside, we believe our experience is best demonstrated by our performance on similar projects, as illustrated by the following case studies. We invite you to contact the references we've included along with them.

## The Town of Grand Chute, Wisconsin
## 2022 - Present

### ENGAGEMENT HIGHLIGHTS:

- Conducted a cost of service sewer rate study and stormwater rate analysis for the Town's Sanitary District No. 2 and Sanitary District No. 3
- Prepared multiple 10-year cash flow analysis under different rate scenarios including no rate increase for 10-years for both utilities, continuing with current special assessment practices, and linear rate increase projections
- Developed a financing plan for 10-year capital plans for both utilities that involved the use of existing reserves, while being mindful of minimum recommended reserve levels based upon industry standard benchmarking standards
- Conducted workshop sessions with the Town Board on the current financial position of both utilities and the recommended rate increases under multiple scenarios

Both the Sewer and Stormwater utilities have historically operated in a good financial position and accumulated significant fund balances. However, both utilities have significant capital improvement needs over the next 10-years and beyond. As part of the user rate study, Ehlers developed sewer user rates on a cost-of-service basis for 2023 and prepared recommendations for stormwater user rates. In addition, we prepared a long range cash flow analysis for both utilities under a number of scenarios that considered funding both utilities' 10-year capital plans largely with cash based on several different user rate options (needed rate increases, no rate increases, continuing special assessment practices vs. doing away with assessments). Ehlers is currently finalizing this study with the Town's staff.

### REFERENCE:

**Katie Schwartz, PE**
**Director of Public Works**
1900 W. Grand Chute Blvd.
Grand Chute, WI 54913-9613
920-832-1581
katie.schwartz@grandchutewi.gov

## The City of Oshkosh, Wisconsin
## 2014 - Present

### ENGAGEMENT HIGHLIGHTS:

- Perform annual update of cost of service rate study, which includes development of high strength surcharge rates for industrial customers and development of user rates for Sanitary Districts served by the City
- Perform annual long-range cash flow analysis and financing plan for the water, sewer and storm water utilities, then present it to the Common Council as part of the City's annual budgeting process

Ehlers' long-range cash flow analysis includes the preparation of the 10-year financing plan, showing the capital improvement costs within each utility by year, estimated source of financing and amount of annual cash on hand applied to offset each borrowing, estimated annual principal and interest payments for each borrowing, and the estimated user rate increases to accommodate capital improvement projects by year. It also includes a benchmark analysis of number of days cash on hand and debt coverage on all revenue bonds and compares it to applicable rating agency standards.

Using the information from the annual long-range cash flow analysis, we have completed multiple cost of services sewer sates studies over the past several years. The purpose of a cost of service study is to calculate user rates for the coming year such that they are fair and equitable to all customer classes, and to ensure that rates are based upon the principles of cost causation. This way, rates are equitably designed to provide required coverage for existing and proposed sewer utility debt and adjusted for future capital needs, flow projections, and customer changes. Lastly, we have designed the rate structures to recover the costs caused by several Sanitary Districts that discharge to the City's treatment plant.

### REFERENCE:

**James Rabe**
**Director of Public Works**
215 Church Avenue
Oshkosh, WI 54903
920-236-5011
jrabe@ci.oshkosh.wi.us

## The City of Waukesha, Wisconsin
## 2013 - Present

### ENGAGEMENT HIGHLIGHTS:

- Perform annual detailed sewer utility cost of service study and long-range financial management plan
- City is implementing over $180 million of collection system and treatment facility upgrades over the next 20 years
- City has agreements to serve portions of surrounding municipalities which is built into the model

Ehlers collaborates with the City annually to perform a detailed cost of service rate study update, including the development of a separate return flow user rate to pay for debt associated with the sewer portion of City's change to Lake Michigan drinking water. In addition to performing the cost of service study, Ehlers also updates a long-range cash flow analysis and capital funding plan annually to account for future treatment plant and collection system improvements. The City updates its capital needs list each year and works with Ehlers to identify the future potential funding methods for upcoming projects and the associated user rate impacts. We present both studies to the Board of Public Works for approval of the user rates for the next calendar year, and to update the governing body on potential rate increases over the next several years. This method has been a valuable part of the annual budgeting process and has helped to ensure the successful implementation of several larger scale capital improvement projects.

### REFERENCE:

**Jeff Herenda**
**Wastewater Treatment Facility Manager**
201 Delafield Street
Waukesha, WI 53188
262-524-3629
jharenda@ci.waukesha-wi.gov

## The City of Sheboygan Falls, Wisconsin
## 2017 - Present

### ENGAGEMENT HIGHLIGHTS:

- Performed a cost of service wastewater utility rate study and long-range cash flow analysis to ensure the system had adequate rates
- Completed annual updates to the long-range cash flow analysis for budgeting purposes

The City of Sheboygan Falls discharges its wastewater to the City of Sheboygan system for treatment. Ehlers works with the City to perform an annual Sewer Rate Study to design and collect revenues that best align with the City of Sheboygan's charges for treatment, other operating expenses, and development of a Replacement Charge to recover future capital expenditures. In addition, Ehlers provides a look into affordability based on income level for utility bills over a 10-year period.

### REFERENCE:

**Shad Tenpas**
**City Administrator | Utility Manager**
375 Buffalo Street
Sheboygan Falls, WI 53805
920-467-7900, Ext: 117
shad@shebfalls.com

# Project Approach

Ehlers approaches its studies with a keen awareness that any adjustments to utility rates will impact all stakeholders: the constituents who pay the user fee or charge, Germantown's financial health, and Village staff who need to implement and effectively communicate proposed rate changes.

We work as a team with Village staff so that all potential impacts of the Sewer Utility rate structure will be considered and factored into recommended options. We also break complex data and modeling down into a straight-forward format so decision-makers can make informed decisions and effectively communicate rate impacts to their constituents.

Ehlers will complete the proposed scope of work in seven steps. Our approach is flexible and what we believe will deliver the information, recommendations, and facilitated discussions essential to making financial decisions with confidence and accuracy. As the project proceeds, we can adapt the work plan as needed, without incurring extra time or expense.

## Step 1: Facilitate Project Kickoff Meeting

To begin this project, Ehlers will discuss the following:

- Information needs and submission timing
- A more detailed project timeline including the potential timing of meetings to review the study results with staff and to present the final study with the Utility Advisory Committee, the Public Works & Highways Committee and Village Board
- The Utility's 5-year Capital Improvement Plan (CIP) and goals for funding capital projects
- Goals for unrestricted cash targets and the use of cash within the Utility (if available) to help fund the CIP
- Potential operational changes that the Village anticipates for the sewer utility and the timing of the impact. Included in this item will be a preliminary discussion on the impacts of the desired 5-year scenarios the Village would like modeled for analysis (i.e. decreasing sewer user rates, keeping rates status quo, or potential rate increases)

- Potential concerns with the current user rate structure, any billing concerns and desired possible changes along with initial strategies for rate payer education and communication

**Milestone:** After the kickoff meeting, Ehlers will update the project schedule in this proposal accordingly and submit to Village staff for final approval.

## Step 2: Gather Necessary Information

Ehlers will compile the following information for analysis:

- Current schedule of user rates
- A copy of the last completed user rate study, if applicable
- Annual audits for the past three years (we currently have this information)
- Year to date actual expenses and revenues
- The 2023 utility budget
- The 5-year utility CIP
- Detailed sewer billing records for the past 3 years showing billed sewer consumption by customer class by class and meter size
- Any available information on upcoming developments and population growth over the study planning period that would increase the customer base and usage, or conversely any information on customers reducing usage or moving out of the municipality
- Monthly or quarterly bills from MMSD specifically showing billable sewer volumes for the municipality for the past three years
- Current number of un-metered customers within the utility, if any
- Most current depreciation schedule for all sewer utility assets, showing current year depreciation expense and accumulated depreciation for all sewer assets

## Step 3: Prepare Fiscal Sensitivity Analysis

In this step, Ehlers will:

- Conduct a historical cash flow analysis to examine the adequacy of existing sewer user rates to fund all operations of the utility
- Calculate the borrowing capacity under existing sewer user rates for the utility.
- Prepare a historical benchmarking analysis for the utility showing the amount of restricted and unrestricted cash on hand compared to industry standards such as Moody's and Standard & Poor's
- Discuss with staff and model within the sensitivity analysis any anticipated regulatory or other operational changes and calculate their impact on user rates

**Milestone:** Ehlers will review the fiscal sensitivity analysis with Village staff and update, as needed.

## Step 4: Review Existing User Rate Structure

In this step, Ehlers will:

- Review the utility's existing user rate structure and discuss with staff any recommended changes. This may include reviewing the rational for differential user rates for residential and non-residential users
- Incorporate any recommended changes into the calculation of sewer user rates

**Milestone:** Ehlers will prepare a brief memo to staff summarizing the existing user rate structure and any recommended change.

## Step 5: Develop Revenue Requirement and Cost of Service User Rate Calculation for the Test Year

Based on the available budget, debt and asset detail, Ehlers will develop the revenue requirements for the utility under either a cash-based or utility-based method.

- Cash-based revenue requirement recovers operations and maintenance expense, taxes, debt service payments, revenue bond debt coverage, cash funded capital and deposit to equipment replacement fund
- Utility-based revenue requirement recovers operations and maintenance expense, taxes, depreciation expense and a rate of return on the net book value of assets in service. Together depreciation expense and rate of return will be sufficient to meet debt service, debt coverage, cash funded capital and any deposit to the equipment replacement fund

In this step, we will also prepare user rate calculations based on a cost-of-service study including:

- Allocating the revenue requirements for the test year to the appropriate utility functions (fixed and volumetric function allocations)
- Calculating the user rates for all customer classes based on the revenue requirements allocated to each utility function divided by the appropriate billable units (includes volume charges and meter charges by sizes)
- Ensuring calculated user rates are fair and equitable to all customer classes based on a proportionality test

Finally, Ehlers will create a cash flow analysis for the test year to ensure that the calculated user rates will meet the cash flow needs of the utility. We will also prepare a comparison of sewer user rates to other comparable communities, as well as an affordability analysis comparing sewer rates and total utility bills against median household income levels within the Village.

**Milestone:** Ehlers will review revenue requirement and user rate calculations with Village staff and adjust, as necessary.

## Step 6: Prepare Cash Flow Analysis Scenarios and CIP Funding Plan

In this step, Ehlers will:

- Work with Village staff to develop a funding plan for the sewer utility's CIP through the 5-year planning period. The funding plan preparation will include evaluating the use of cash vs. borrowing and benchmarking analysis to show if or when the use of cash could be applied
- Prepare preliminary debt sizing and debt service schedules for projects forecasted to be debt financed
- Create a long-range cash flow analysis at least through the CIP planning period showing forecasted revenues and expenses, including the modeling out of any operational or regulatory changes, increases to wastewater treatment from MMSD and proposed capital expenses (debt service or cash funded)
- Forecast when and to what magnitude future rate increases may be needed to accommodate new capital projects or operational changes. Changes to customer usage can also be discussed and incorporated into the cash flow model
- Prepare a long-range benchmarking forecast showing projected restricted and un-restricted cash on hand compared to industry standards over time, as well as applicable rate of return and other asset condition metrics
- Use the cash flow model established to show any recommended rate increases over a five-year planning period and model requested alternative cash flow models including a 5-year scenario showing declining user rates, and another scenario showing no rate increases over the 5-year planning period
  - **NOTE:** The alternative cash flow scenarios will identify any declines in system reserves relative to minimum recommended standards, assess the ability to reinvest in the sewer system, impacts to operating and maintenance costs and assess the ability to maintain adequate revenues to pay debt service an maintain adequate debt coverage.
- Deliver a written recommendation stating which of the considered alternate cash flow scenarios the City should pursue

**Milestone:** Ehlers will review the funding plan and cash flow analysis with Village staff and adjust, as needed.

## Step 7: Complete Report and Present Recommendations

To complete the project, Ehlers will:

- Draft a report including all project tables and an executive summary describing the findings and recommendations
- Review the report with staff and make any appropriate changes
- Prepare a final report and submit via PDF and/or paper copy
- Prepare and present the report and findings at separate meetings of the Utility Advisory Committee, the Public Works & Highways Committee and the Village Board.

**Milestone:** Ehlers will submit its report and present the study to the governing bodies noted above. We will then complete any final modifications to the report, as directed, and deliver a final report to the Village.

# Comparable Wisconsin Communities

Ehlers presented four case studies representing comparable projects and community characteristics with those of Germantown in **Section 3**.

# Proposed Compensation

Ehlers will perform the scope of services identified for this sewer utility rate study for a not-to-exceed fee of $12,750. We will invoice the Village monthly for work completed until such time that the project is complete or we have reached the not-to-exceed total fee amount.

# Proposed Project Timeline

Ehlers is available to begin work on this project during the final week of June, 2023. Depending on timing for the staff review meetings **we can deliver the final project report on October 16, 2023.**

The table below illustrates our project schedule and work plan, which mirrors the steps we detailed in **Section 3**.

| Project Tasks | Start Date | End Date |
|---|---|---|
| Kickoff meeting | 6/26/2023 | 6/30/2023 |
| Information gathering | 6/26/2023 | 7/12/2023 |
| Fiscal Sensitivity Analysis | 6/30/2023 | 7/12/2023 |
| Review with staff | 7/12/2023 | 7/12/2023 |
| Review Existing User Rates Structure | 7/10/2023 | 7/14/2023 |
| Memo | 7/19/2023 | 7/19/2023 |
| Revenue Requirement and Rate Calculation | 7/12/2023 | 8/2/2023 |
| Review Rates with staff | 8/3/2023 | 8/3/2023 |
| Cash Flow Analysis Scenarios and Funding Pl | 7/19/2023 | 8/9/2023 |
| Review Analysis with staff | 8/10/2023 | 8/16/2023 |
| Draft Report Prep and review with staff | 8/17/2023 | 9/7/2023 |
| Final Report Submittal | 9/11/2023 | 9/15/2023 |
| Utility Advisory Committee Meeting | 9/26/2023 | 9/26/2023 |
| Public Works & Highway Committee | 10/3/2023 | 10/3/2023 |
| Village Board Meeting | 10/16/2023 | 10/16/2023 |

May 16, 2022

TEST YEAR 2022 SEWER RATE STUDY:

# Village of Kewaskum, WI

EHLERS
PUBLIC FINANCE ADVISORS

**Prepared by:**

Ehlers
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Waukesha, WI 53188

**Advisors:**

Brian Roemer
*Municipal Advisor*
Joe Murray
*Senior Municipal Advisor*

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

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TY22 Sewer URS
Village of Kewaskum, WI
Prepared 5/12/2022

# SECTION 1 – EXECUTIVE SUMMARY

## 1.1 Introduction and Overview

The Village engaged Ehlers in November 2021 to perform a Sewer Rate Study (the "Study") as a result of the Village looking to fund a several upcoming projects and noncompliance with their Redemption Fund. In order to finance the projects, the Village will need to adopt a sewer rate adjustment. The Village plans to finance the larger projects through the Wisconsin Department of Natural Resources ("DNR") Clean Water Fund Loan Program ("CWFL" or "CWFLP"). The primary goal of the study is to make recommendations for self-sufficient user rates to meet all operating and capital expenses of the Utility.

Along with the Study, the Village has engaged Ehlers to complete a long-range cash flow analysis for the Utility which develops recommendations for future rate increases required to support the Utility's Capital Improvement Plan ("CIP"), and projected increases to the sewer operating budget. Lastly, the study develops recommendations about how to pay for capital projects in each year through a combination of debt instruments and available cash. This Executive Summary identifies the findings, recognizes the methodology used, and reviews the results of the Study completed for the Village.

## 1.2 Key Findings

- The Utility's last rate increase was effective for January 1, 2016.
- Historically, the utility collects per customer as determined in Section 94-219 of the Sewer Use Ordinance.
- Presently, all customers pay a quarterly minimum service (fixed) charge of $29.41 and a volumetric rate of $13.28 per 1,000 gallons.
    - Sewer usage is determined by the customer's water usage unless otherwise noted.
- We recommend the Utility continue to charge users a fixed and volumetric rate each billing period (quarterly).
- To fund its CIP, we recommend the Utility use debt and cash financing.
- As of 3/1/2022 the Sewer Utility has the following principal outstanding:
    - G.O: $400,000 and Revenue: $4,536,146.
- As of 12/31/2020 the Sewer Utility owes the General Fund $2,166,582.

- Based on our projections, if the Village adopts the recommended rates, the sewer rate revenue generated will adequately meet the Utility's revenue needs to fund all the Utility's financial obligations for the planning period.
- Over the planning period, the typical residential customer at average consumption will experience a 23.4% ($44.12) increase to their total quarterly sewer bill at the recommended rates.

Further description and analysis of these findings are found in this Executive Summary, the Study and its Sections.

## 1.3 Study Objectives

The Utility is not subject to regulation from the Wisconsin Public Service Commission like the Water Utility. Therefore, when designing rates, we consider many generally accepted practices and industry standards. The subsequent guidelines were followed in completing the rate design portion of the Study.

- Rates should be fair and equitable to all customers
- Rates should be easy to administer and to understand
- Rates should be defendable

## 1.4 Study Purpose

Several goals were established for the Study, including:

1. Assess financial performance trends in recent past.
2. Develop user rates at a level where the Utility is self-sufficient, meaning it is generating adequate revenues from user rates to pay for all outstanding financial obligations.
3. Develop user rates at a level where the Utility is building adequate cash to maintain certain benchmarked levels and fund future CIP projects.
4. Specifically develop rates so that the Village could finance the WWTF through the CWFL Program, fix the cash reserves issues, and repay the General Fund.
5. Incorporate the Village's CIP for the Sewer utility.
6. Develop a rate structure that is fair and equitable for all customer classes.

## 1.5 Study Assumptions

- The study develops recommended user rates based on a 2022 test year.
- The recommended rates follow the Village's Sewer Use Ordinance Section 94-219.
    - Based on Section 94-219(b)(1) the study was completed using the Cash-Basis to determine a revenue requirement, explained further in the "Study Methodology" Section.

- Flow projections are based on historical averages.
- After historical analysis, discussions with staff, and recent economic events no material growth assumptions were made for meter counts or flows during the planning period beyond 2022.
- Operating expenses beyond the 2022 budget were projected at 3% increases.

### 1.6 Study Methodology

Rate development and planning require projections of future revenue needs. To establish those revenue needs, there are two generally accepted methodologies, the cash and utility-based methods. Under the utility-based method, a revenue requirement is established for a test year using several components. These components include: the Utility's 2022 budgeted operation and maintenance expenses, transfers, depreciation, and a "fair" return on rate base. Conversely, the cash-based method looks at the Utility's 2022 budgeted operation and maintenance expenses, transfers, debt service and cash funded capital. The components added together less other revenues not generated through user rates serve as the requirement that should be recovered through user rates.

## SECTION 2 – RECOMMENDATIONS

- Based on historical performance and the results of the Study, we recommend the Village adopt a sewer rate resolution at an upcoming Village Board of Trustees meeting. We recommend a minimum adjustment to rates as depicted on TABLE 11.2. This results in a projected Sewer Sales Revenue increase of 23.44%. Based on the assumptions in this study these rate adjustments will help the Utility pay for its financial obligations and have positive unrestricted cash by 2029.
- We recommend implementing the first phase increase no later than July 1, 2022.
- The Village should look use a mixture of cash and debt to finance future capital needs where external funding is not available including but not limited to grants and special assessments. In addition, the Village should look to repay the General Fund as seen on TABLE 19.
- When looking to issue future debt the Village should structure around existing debt to maintain level changes in debt service so continued appropriate debt service coverage can be maintained annually.
- The Village should implement biannual rate review process and consider inflationary increases to keep up with increasing operating expenses.

## SECTION 3 – ALTERNATIVE

The Village asked we analyze an alternative rate implementation plan with phased-in increases over three years. The results of this analysis are shown in APPENDIX A. Over the planning period and several increases, the typical residential customer at average consumption will experience a similar increase to their total quarterly bill at the recommended rates only in an expanded timeline.

# Test Year 2022 Sewer Utility Rate Study

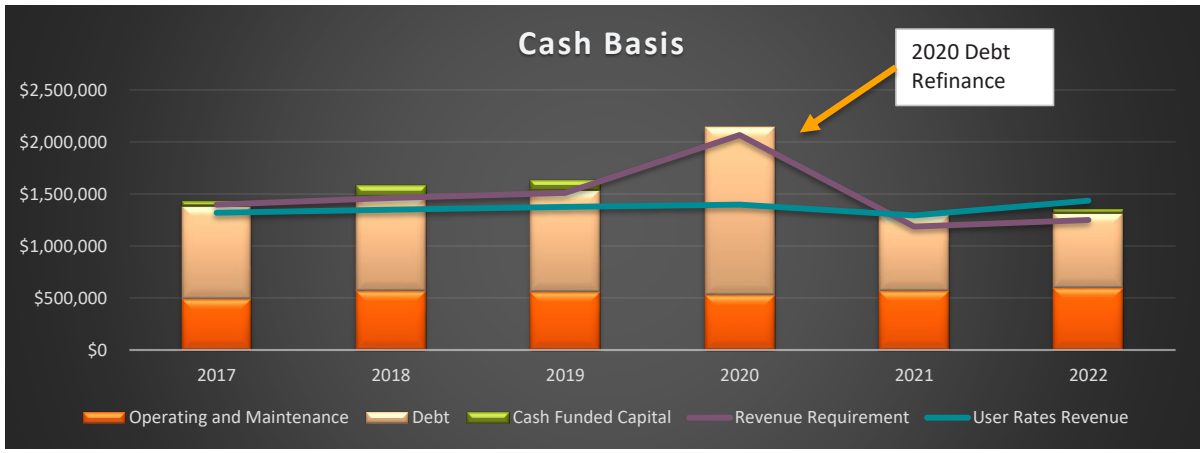
## Section 1 — Sewer Fund Historical Analysis

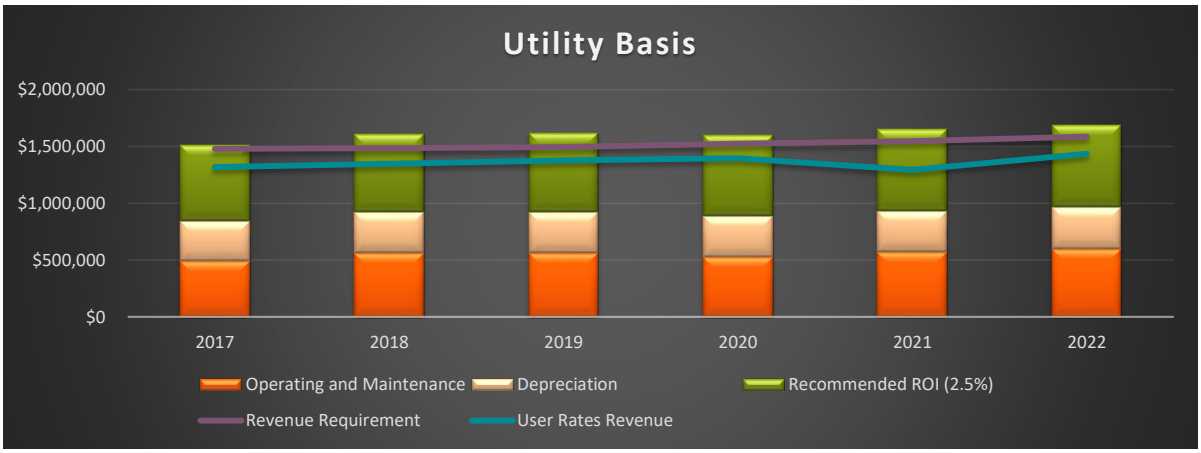
## Village of Kewaskum, WI

# Table 1
# Sewer Rate Performance
*Village of Kewaskum, WI*

| Component | Description | Shown with no increase 2017 | 2018 | 2019 | 2020 | Est 2021 | Budget 2022 |
|---|---|---|---|---|---|---|---|
| **Revenue Requirement** | | | | | | | |
| **Cash Basis** | | | | | | | |
| 1 | Operating and Maintenance | $488,650 | $564,141 | $558,846 | $523,012 | $568,555 | $597,285 |
| 2 | Debt | $895,707 | $917,694 | $979,249 | $1,613,955 | $723,869 | $719,436 |
| 3 | Cash Funded Capital | $41,773 | $101,455 | $95,407 | $0 | $0 | $38,504 |
| | Less: | | | | | | |
| | Other Revenue | $19,655 | $109,073 | $107,633 | $64,520 | $102,513 | $100,750 |
| | Interest Income | $8,417 | $12,508 | $15,853 | $6,077 | $3,500 | $3,500 |
| | Revenue Requirement (Costs less Other Income) | $1,398,058 | $1,461,709 | $1,510,016 | $2,066,370 | $1,186,412 | $1,250,974 |
| | User Rates Revenue | $1,318,789 | $1,347,883 | $1,377,020 | $1,396,825 | $1,293,792 | $1,435,510 |
| | Rate Adequacy | ($79,269) | ($113,826) | ($132,996) | ($669,545) | $107,381 | $184,536 |
| **Utility Basis** | | | | | | | |
| 1 | Operating and Maintenance | $488,650 | $564,141 | $558,846 | $523,012 | $568,555 | $597,285 |
| 2 | Depreciation | $353,921 | $359,614 | $362,848 | $364,995 | $364,995 | $365,471 |
| | NIRB | $26,605,766 | $27,296,821 | $27,843,714 | $28,324,141 | $28,758,615 | $29,136,586 |
| 3 | Recommended ROI (2.5%) | $665,144 | $682,421 | $696,093 | $708,104 | $718,965 | $728,415 |
| | Less: | | | | | | |
| | Other Revenue | $19,655 | $109,073 | $107,633 | $64,520 | $102,513 | $100,750 |
| | Interest Income | $8,417 | $12,508 | $15,853 | $6,077 | $3,500 | $3,500 |
| | Revenue Requirement (Costs less Other Income) | $1,479,643 | $1,484,595 | $1,494,301 | $1,525,514 | $1,546,503 | $1,586,921 |
| | User Rates Revenue | $1,318,789 | $1,347,883 | $1,377,020 | $1,396,825 | $1,293,792 | $1,435,510 |
| | Rate Adequacy | ($160,854) | ($136,712) | ($117,281) | ($128,689) | ($252,710) | ($151,410) |

# Table 2
# Sewer Utility Rate Performance Charts
*Village of Kewaskum, WI*



## Table 3
## Sewer Utility Cash Flow Analysis - Historical 2017-2021
*Village of Kewaskum, WI*

| | Actual | | | | Estimated |
|---|---|---|---|---|---|
| | 2017 | 2018 | 2019 | 2020 | 2021 |
| **Revenues** | | | | | |
| Total Revenues from User Rates | $1,318,789 | $1,347,883 | $1,377,020 | $1,396,825 | $1,293,792 |
| **Percent Increase to User Rates** | | | | | |
| Other Revenues | | | | | |
| Interest Income | $8,417 | $12,508 | $15,853 | $6,077 | $3,500 |
| Other Income | ($17,758) | ($9,031) | ($17,758) | ($17,758) | $3,963 |
| Total Other Revenues | ($9,341) | $3,477 | ($1,905) | ($11,681) | $7,463 |
| **Total Revenues** | **$1,309,448** | **$1,351,360** | **$1,375,115** | **$1,385,144** | **$1,301,255** |
| **Expenses** | | | | | |
| Operating and Maintenance | $488,650 | $564,141 | $558,846 | $523,012 | $568,555 |
| PILOT Payment | $0 | $0 | $0 | $0 | $0 |
| Net Before Debt Service and Capital Expenditures | $820,798 | $787,219 | $816,269 | $862,132 | $732,700 |
| Existing Debt P&I | $895,707 | $917,694 | $979,249 | $1,613,955 | $723,869 |
| Transfer In/(Out); Cap. Contrib. | $98,629 | $107,517 | $106,034 | $62,986 | $79,175 |
| Capital Improvements | $341,616 | $350,375 | $95,407 | $147,906 | $0 |
| Bonds Issued/Grants/Aid | $299,843 | $248,920 | $0 | $832,730 | $0 |
| Reconcile to Audit | $22,627 | $137,551 | ($59,194) | $67,078 | $0 |
| **Net Annual Cash Flow** | **$4,574** | **$13,138** | **($211,547)** | **$63,065** | **$88,006** |
| Restricted and Unrestricted Cash Balance: | | | | | |
| Balance at first of year | $554,150 | $558,724 | $571,862 | $360,315 | $423,380 |
| Net Annual Cash Flow Addition/(subtraction) | $4,574 | $13,138 | ($211,547) | $63,065 | $88,006 |
| Balance at end of year | $558,724 | $571,862 | $360,315 | $423,380 | $511,386 |

**Notes:**

# Table 4
## Sewer Utility Financial Benchmarking Analysis
*Village of Kewaskum, WI*

| | Actual | | | | Estimated | Budget |
|---|---|---|---|---|---|---|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
| **Target minimum cash balance** | | | | | | |
| Target minimum working capital - Ehlers[1] | 1,199,765 | 1,258,672 | 1,875,461 | 1,008,147 | 1,018,078 | 1,091,160 |
| Actual Days Cash Available - PSC[2] | 269 | 254 | 164 | 208 | 274 | 357 |
| Actual Days Cash Available - Moody's[3] | 0 | 2 | (145) | (113) | (49) | (276) |
| Target minimum working capital - S&P[4] | 0 | 2 | (145) | (113) | (49) | (276) |
| **Actual working capital-cash balance** | 558,724 | 571,862 | 360,315 | 423,380 | 511,386 | 676,472 |
| Over (Under) Ehlers target | (641,041) | (686,810) | (1,515,146) | (584,767) | (506,692) | (414,689) |
| Over (Under) PSC target (90 days) | 179 | 164 | 74 | 118 | 184 | 267 |
| Over (Under) Moody's target (150 days) | (150) | (148) | (295) | (263) | (199) | (426) |
| Over (Under) S&P target (150 days) | (150) | (148) | (295) | (263) | (199) | (426) |

**Notes:**
1) Target capital equals 6 mos of next year's operating expenses, including depreciation, plus 100% of debt.
2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

| | | | | | | |
|---|---|---|---|---|---|---|
| **Rate of Return** | | | | | | |
| Average Utility Plant in Service | 21,966,039 | 22,308,951 | 22,499,072 | 22,620,796 | 22,690,275 | 22,702,775 |
| Less: Utility Plant Accumulated Depreciation | (4,639,727) | (4,987,870) | (5,344,642) | (5,703,345) | (6,068,340) | (6,433,811) |
| Average Net Investment Rate Base (NIRB) | 26,605,766 | 27,296,821 | 27,843,714 | 28,324,141 | 28,758,615 | 29,136,586 |
| Net Operating Income | 476,218 | 424,128 | 455,326 | 508,818 | 382,005 | 492,754 |
| ROR | 1.79% | 1.55% | 1.64% | 1.80% | 1.33% | 1.69% |
| Typical | 2.50% | | | | | |
| **Cost Recovery** | | | | | | |
| Operating Revenues | 1,318,789 | 1,347,883 | 1,377,020 | 1,396,825 | 1,315,555 | 1,455,510 |
| Operating Expenses incl. Depr & Amortization | 842,571 | 923,755 | 921,694 | 888,007 | 933,550 | 962,756 |
| Cost Recovery | 1.57 | 1.46 | 1.49 | 1.57 | 1.41 | 1.51 |
| Cost Recovery w/o Depr. | 2.70 | 2.39 | 2.46 | 2.67 | 2.31 | 2.44 |

**Notes:**
This operating ratio indicates whether operating revenues (mostly charges to customers) were sufficient to cover operations and capital (in the form of depreciation) for the water and/or wastewater utility in the fiscal year. A ratio of less than 1 could be a sign of financial concern. In general, this ratio should be higher than 1 to accommodate future capital investments.

| | | | | | | |
|---|---|---|---|---|---|---|
| **Leverage** | | | | | | |
| Total Long-Term Debt | 9,863,196 | 9,449,742 | 8,758,458 | 8,234,468 | 6,702,728 | 5,867,077 |
| Total Net Assets | 21,966,039 | 22,308,951 | 22,499,072 | 22,620,796 | 22,690,275 | 22,702,775 |
| Debt-to Equity Ratio | 0.45 | 0.42 | 0.39 | 0.36 | 0.30 | 0.26 |

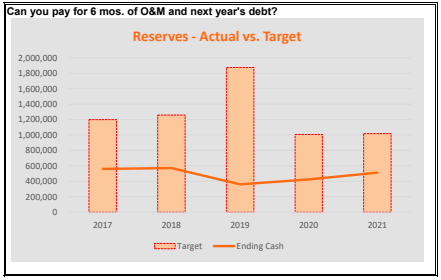
**Notes:**
This indicator measures the existing level of leveraging of assets, and is used by funders and bond rating agencies to evaluate the risk of providing additional loans to the utility. The ratio indicates the amount of long-term debt that exists for every $1 of assets (fund equity). A utility with a ratio greater than 1.0 has more long-term debt than equity in the system's assets. There are no natural benchmarks for this indicator, and funders and bond rating agencies will assess this ratio in various ways. In general, the higher this ratio, the more likely the utility will be considered to be over-leveraged and the more difficult it will be for the utility to obtain additional loans. For this ratio, Net Assets are equal to the Net Investment Rate Base of the utility.

| | | | | | | |
|---|---|---|---|---|---|---|
| **Condition of Assets:** | | | | | | |
| Accumulated Depreciation Expense | 4,639,727 | 4,987,870 | 5,344,642 | 5,703,345 | 6,068,340 | 6,433,811 |
| Average Total Plant in Service | 21,966,039 | 22,308,951 | 22,499,072 | 22,620,796 | 22,690,275 | 22,709,527 |
| Asset Depreciation | 17.44% | 18.27% | 19.20% | 20.14% | 21.10% | 22.08% |

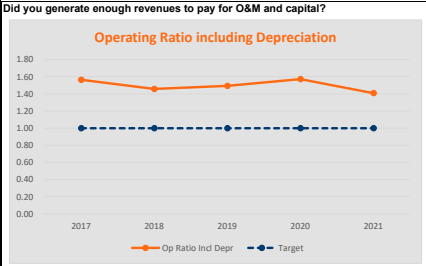
**Notes:**
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the capital assets become fully depreciated, and infrastructure needs replacement or rehabilitation. The accuracy of this indicator relies heavily on the accuracy of the depreciation schedule, and historic pricing likely distorts this indicator (newer utilities may be slightly disadvantaged as a result).

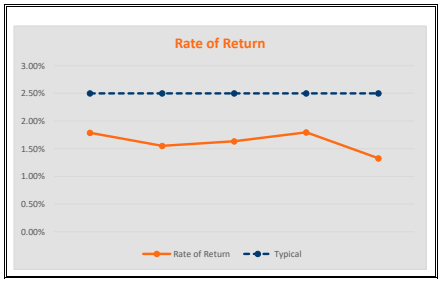
## Table 5
## Sewer Utility Financial Health Charts
*Village of Kewaskum, WI*

Can you pay for 6 mos. of O&M and next year's debt?

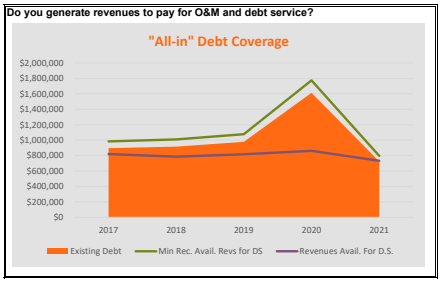



Did you generate enough revenues to pay for O&M and capital?

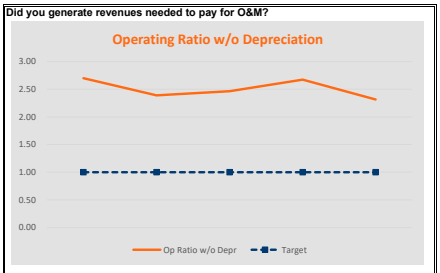



Do you generate revenues to pay for O&M and debt service?




Did you generate revenues needed to pay for O&M?



# Test Year 2022 Sewer Utility Rate Study

## Section 2 — Sewer Utility Rate Study

## Village of Kewaskum, WI

## Table 6
## Projected Test Year 2022 WWTF Flows and Loadings
*Village of Kewaskum, WI*

| | Flow (1,000 Gal) | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2019 | 2020 | 2021 | 2022 | BOD (Lbs) | TSS (Lbs) | P (Lbs) |
| **Inside Customers** | | | | | | | |
| Residential | 51,385 | 54,901 | 55,300 | 55,000 | 91,740 | 114,675 | 1,835 |
| Commercial | 17,580 | 32,849 | 17,594 | 17,500 | 29,190 | 36,488 | 584 |
| Industrial | 1,532 | 1,310 | 1,244 | 1,200 | 2,002 | 2,502 | 40 |
| Public Authority | 1,783 | 3,628 | 6,335 | 3,750 | 6,255 | 7,819 | 125 |
| Subtotal Inside Customers | 72,279 | 92,688 | 80,472 | 77,450 | 129,187 | 161,483 | 2,584 |
| **Unmetered Customers** | | | | | | | |
| Family Dairies | 1,400 | 1,400 | 1,400 | 1,400 | 1,747 | 2,183 | 35 |
| Kewaskum Foods | 800 | 800 | 800 | 800 | 998 | 1,248 | 20 |
| Subtotal Unmetered Customers | 2,200 | 2,200 | 2,200 | 2,200 | 2,745 | 3,431 | 55 |
| **Wastewater Treatment Facility** | | | | | | | |
| Total Billable | 74,479 | 94,888 | 82,672 | 79,650 | 131,931 | 164,914 | 2,639 |
| Inflow/Infiltration (I/I) | 116,416 | 93,889 | 63,732 | 9,800 | | | |
| Total WWTF | 190,895 | 188,777 | 146,404 | 89,450 | | | |
| I/I % | 61.0% | 49.7% | 43.5% | 11.0% | | | |
| **Total For Rate Calcs** | | | | **79,650** | **131,931** | **164,914** | **2,639** |

**Notes:**

## Table 7
## Projected Test Year 2022 Meter Counts
*Village of Kewaskum, WI*

| Total Meters | | | | | |
|---|---|---|---|---|---|
| | Inside Customers | | | | |
| Meter Size | Residential | Commercial | Industrial | Public Authority | Total |
| 5/8" or 3/4" | 1,538 | 70 | 3 | 7 | **1,618** |
| 1" | 6 | 13 | 6 | 4 | **29** |
| 1 1/4" | | | | | - |
| 1 1/2" | 1 | 19 | | | **20** |
| 2" | | 13 | 2 | 2 | **17** |
| 3" | | | | | - |
| 4" | | | 1 | 1 | **2** |
| 6" | | | | | - |
| 8" | | | | | - |
| | 1,545 | 115 | 12 | 14 | **1,686** |

| Equivalent Meters | | | | | | |
|---|---|---|---|---|---|---|
| | | Inside Customers | | | | |
| Meter Size | Equiv. Ratio | Residential | Commercial | Industrial | Public Authority | Total |
| 5/8" or 3/4" | 1.00 | 1,538.0 | 70.0 | 3.0 | 7.0 | **1,618.0** |
| 1" | 1.75 | 10.5 | 22.8 | 10.5 | 7.0 | **50.8** |
| 1 1/4" | 2.90 | - | - | - | - | - |
| 1 1/2" | 4.00 | 4.0 | 76.0 | - | - | **80.0** |
| 2" | 7.00 | - | 91.0 | 14.0 | 14.0 | **119.0** |
| 3" | 16.00 | - | - | - | - | - |
| 4" | 28.00 | - | - | 28.0 | 28.0 | **56.0** |
| 6" | 60.00 | - | - | - | - | - |
| 8" | 110.00 | - | - | - | - | - |
| | | 1,552.5 | 259.8 | 55.5 | 56.0 | **1,923.8** |

## Table 8
## 2022 Adopted Budget for Sewer Utility
*Village of Kewaskum, WI*

| Account Number | Account Description | 2021 BUDGET | YTD 6/30/2021 ACTUAL | 2022 BUDGET |
|---|---|---|---|---|
| **SUPERVISION LABOR** | | | | |
| 603-82000-130 | SUP: WAGES | 110,365 | 45,604 | 95,616 |
| 603-82000-140 | SUP: O.T. | 3,000 | 2,545 | 4,000 |
| 603-82000-145 | SUP: P.T. WAGES | 2,800 | 0 | 2,800 |
| 603-82000-150 | SUP: LONGEVITY | 30 | 0 | 36 |
| 603-82000-160 | SUP: VACATION | 4,300 | 0 | 4,042 |
| 603-82000-165 | SUP: HOLIDAY | 4,300 | 0 | 4,462 |
| 603-82000-170 | SUP: SICK | 2,000 | 0 | 1,215 |
| 603-82100-355 | POWER PURCHASED | 77,000 | 45,092 | 77,000 |
| 603-82300-333 | CHEMICALS | 10,000 | 4,763 | 13,000 |
| 603-82500-359 | SLUDGE HAULING | 42,000 | 29,178 | 48,000 |
| 603-82700-330 | OPERATE SUP & EXP | 18,000 | 6,515 | 18,000 |
| 603-82800-322 | VEHICLE: MAINT | 5,000 | 0 | 5,000 |
| 603-82800-332 | VEHICLE: FUEL/MILEAGE | 2,000 | 347 | 2,000 |
| **MAINT COLLECTION SYS** | | | | |
| 603-83100-321 | MAINT COLLECTION SYS | 25,000 | 17,363 | 25,000 |
| 603-83200-321 | MAINT LIFT STATION | 2,500 | 0 | 2,500 |
| 603-83300-321 | MAINT TREATMENT EQUIP | 11,000 | 2,109 | 10,000 |
| 603-83400-323 | MAINT PLANT STRUCTURES | 3,000 | 866 | 4,000 |
| 603-83500-110 | MAINT OF METERS SALARIES | 0 | 0 | 0 |
| 603-83500-130 | MAINT OF METERS WAGES | 6,200 | 4,961 | 6,236 |
| 603-83500-140 | MAINT OF METERS OT | 0 | 50 | 0 |
| 603-83500-160 | MAINTENANCE OF METERS VACATION | 0 | 0 | 264 |
| 603-83500-170 | MAINTENANCE OF METERS SICK | 0 | 0 | 80 |
| 603-83500-329 | MAINT OF METERS | 1,000 | 0 | 250 |
| **ACCOUNTING & COLLECTING** | | | | |
| 603-84000-130 | A/C: WAGES | 0 | 0 | 0 |
| 603-84000-359 | AUDIT CONTRACT | 4,500 | 0 | 4,500 |
| 603-84200-110 | MTR RDG: SALARIES | 0 | 0 | 0 |
| 603-84200-130 | MTR RDG: WAGES | 2,300 | 1,554 | 2,079 |
| 603-84200-140 | MTR RDG: O.T. | 0 | 0 | 0 |
| 603-84200-145 | MTR RDG: P.T. WAGES | 0 | 0 | 0 |
| 603-84200-160 | MTR RDG: VACATION | 0 | 0 | 88 |
| 603-84200-165 | MTR RDG: HOLIDAY | 0 | 0 | 97 |
| 603-84200-170 | MTR RDG: SICK | 0 | 0 | 27 |
| 603-84300-359 | AUDIT CONTRACT | 0 | 0 | 0 |
| 603-84300-384 | UNCOLLECTIBLE ACCTS | 1,000 | 4 | 1,000 |
| **ADMIN & GENERAL** | | | | |
| 603-85000-110 | ADM & GEN: SALARIES | 12,300 | 5,721 | 30,867 |
| 603-85000-130 | ADM & GEN: WAGES | 31,000 | 20,429 | 27,829 |
| 603-85000-140 | ADM & GEN: O.T. | 7,000 | 2,371 | 3,000 |
| 603-85000-145 | ADM & GEN: P.T. WAGES | - | - | 0 |
| 603-85000-150 | ADM & GEN: LONGEVITY | - | 1,360 | 0 |
| 603-85000-160 | ADM & GEN: VACATION | 3,800 | 1,219 | 2,487 |
| 603-85000-165 | ADM & GEN: HOLIDAY | 2,000 | 538 | 2,735 |
| 603-85000-170 | ADM & GEN: SICK | 2,200 | 519 | 746 |
| 603-85100-331 | OFFICE EXPENSES & SUPPLIES | 8,500 | 2,648 | 10,300 |
| 603-85200-369 | OUTSIDE SERVICES | 30,000 | 8,059 | 40,000 |
| 603-85300-365 | PROPERTY & LIAB INS | 12,600 | 29,559 | 25,000 |
| 603-85400-220 | SEWER: W.R. | 20,000 | 6,222 | 7,450 |
| 603-85400-221 | W.R. GASB 68 ADJUSTMENT | | | |
| 603-85400-230 | SEWER: LIFE INS | 550 | 416 | 530 |
| 603-85400-240 | SEWER: HEALTH | 50,000 | 35,193 | 49,120 |
| 603-85600-310 | LABORATORY EXPENSE | 10,700 | 4,000 | 12,000 |
| 603-85600-312 | SEWER DUES | - | - | 400 |
| 603-85600-314 | SEWER TRAINING | 500 | 545 | 1,000 |
| 603-85600-357 | UTILITY EXPENSE | 23,000 | 10,516 | 30,000 |
| 603-85600-399 | SEWER MISC | 4,500 | 453 | 4,500 |
| 603-85700-358 | SEWER RENT | 6,100 | 3,156 | 6,100 |
| | Total | 562,045 | 293,876 | 585,356 |

## Table 9
## Allocation of Costs to Function

*Village of Kewaskum, WI*

| | | | Conv | Flow | BOD | TSS | P | Cnn | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | $13.28 | 2.75 | 1.17 | 14.75 | $29.41 | | | | | | | | |
| | | | | $16.21 | $3.50 | $1.42 | $17.94 | $38.42 | | | | | | | | |
| | | | Allocation Percentages | | | | | | | | WWTF | | | | Customer | |
| | | | Conv | Flow | BOD | TSS | P | Cnn | 2022 Budget | Conveyance System | Flow | BOD | TSS | P | Billing | Meter/Conn |
| **Operating & Maintenance** | | | | | | | | | | | | | | | | |
| | Acct # | Acct Description | | | | | | | | | | | | | | |
| | SUPERVISION LABOR | | | | | | | | | | | | | | | |
| | 603-82000-130 | SUP: WAGES | 9.00% | 35.00% | 28.00% | 15.00% | 5.00% | 8.00% | $95,616 | $8,605 | $33,466 | $26,772 | $14,342 | $4,781 | $0 | $7,649 |
| | 603-82000-140 | SUP: O.T. | 9.00% | 35.00% | 28.00% | 15.00% | 5.00% | 8.00% | $4,000 | $360 | $1,400 | $1,120 | $600 | $200 | $0 | $320 |
| | 603-82000-145 | SUP: P.T. WAGES | 9.00% | 35.00% | 28.00% | 15.00% | 5.00% | 8.00% | $2,800 | $252 | $980 | $784 | $420 | $140 | $0 | $224 |
| | 603-82000-150 | SUP: LONGEVITY | 9.00% | 35.00% | 28.00% | 15.00% | 5.00% | 8.00% | $36 | $3 | $13 | $10 | $5 | $2 | $0 | $3 |
| | 603-82000-160 | SUP: VACATION | 9.00% | 35.00% | 28.00% | 15.00% | 5.00% | 8.00% | $4,042 | $364 | $1,415 | $1,132 | $606 | $202 | $0 | $323 |
| | 603-82000-165 | SUP: HOLIDAY | 9.00% | 35.00% | 28.00% | 15.00% | 5.00% | 8.00% | $4,462 | $402 | $1,562 | $1,249 | $669 | $223 | $0 | $357 |
| | 603-82000-170 | SUP: SICK | 9.00% | 35.00% | 28.00% | 15.00% | 5.00% | 8.00% | $1,215 | $109 | $425 | $340 | $182 | $61 | $0 | $97 |
| | 603-82100-355 | POWER PURCHASED | 0.00% | 50.00% | 30.00% | 20.00% | 0.00% | 0.00% | $77,000 | $0 | $38,500 | $23,100 | $15,400 | $0 | $0 | $0 |
| | 603-82300-333 | CHEMICALS | 0.00% | 55.00% | 30.00% | 10.00% | 5.00% | 0.00% | $13,000 | $0 | $7,150 | $3,900 | $1,300 | $650 | $0 | $0 |
| | 603-82500-359 | SLUDGE HAULING | 0.00% | 60.00% | 25.00% | 10.00% | 5.00% | 0.00% | $48,000 | $0 | $28,800 | $12,000 | $4,800 | $2,400 | $0 | $0 |
| | 603-82700-330 | OPERATE SUP & EXP | 0.00% | 40.00% | 25.00% | 20.00% | 5.00% | 10.00% | $18,000 | $0 | $7,200 | $4,500 | $3,600 | $900 | $0 | $1,800 |
| | 603-82800-322 | VEHICLE: MAINT | 0.00% | 50.00% | 0.00% | 0.00% | 0.00% | 50.00% | $5,000 | $0 | $2,500 | $0 | $0 | $0 | $0 | $2,500 |
| | 603-82800-332 | VEHICLE: FUEL/MILEAGE | 0.00% | 50.00% | 0.00% | 0.00% | 0.00% | 50.00% | $2,000 | $0 | $1,000 | $0 | $0 | $0 | $0 | $1,000 |
| | MAINT COLLECTION SYS | | | | | | | | | | | | | | | |
| | 603-83100-321 | MAINT COLLECTION SYS | 15.00% | 20.00% | 5.00% | 5.00% | 2.00% | 53.00% | $25,000 | $3,750 | $5,000 | $1,250 | $1,250 | $500 | $0 | $13,250 |
| | 603-83200-321 | MAINT LIFT STATION | 0.00% | 40.00% | 25.00% | 25.00% | 5.00% | 5.00% | $2,500 | $0 | $1,000 | $625 | $625 | $125 | $0 | $125 |
| | 603-83300-321 | MAINT TREATMENT EQUIP | 0.00% | 40.00% | 25.00% | 25.00% | 5.00% | 5.00% | $10,000 | $0 | $4,000 | $2,500 | $2,500 | $500 | $0 | $500 |
| | 603-83400-323 | MAINT PLANT STRUCTURES | 15.00% | 60.00% | 5.00% | 5.00% | 5.00% | 10.00% | $4,000 | $600 | $2,400 | $200 | $200 | $200 | $0 | $400 |
| | 603-83500-110 | MAINT OF METERS SALARIES | 9.00% | 40.00% | 28.00% | 15.00% | 5.00% | 3.00% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-83500-130 | MAINT OF METERS WAGES | 9.00% | 40.00% | 28.00% | 15.00% | 5.00% | 3.00% | $6,236 | $561 | $2,494 | $1,746 | $935 | $312 | $0 | $187 |
| | 603-83500-140 | MAINT OF METERS OT | 9.00% | 40.00% | 28.00% | 15.00% | 5.00% | 3.00% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-83500-160 | MAINTENANCE OF METERS VACATION | 9.00% | 40.00% | 28.00% | 15.00% | 5.00% | 3.00% | $264 | $24 | $106 | $74 | $40 | $13 | $0 | $8 |
| | 603-83500-170 | MAINTENANCE OF METERS SICK | 9.00% | 40.00% | 28.00% | 15.00% | 5.00% | 3.00% | $80 | $7 | $32 | $22 | $12 | $4 | $0 | $2 |
| | 603-83500-329 | MAINT OF METERS | 9.00% | 40.00% | 28.00% | 15.00% | 5.00% | 3.00% | $250 | $23 | $100 | $70 | $38 | $13 | $0 | $7 |
| | ACCOUNTING & COLLECTING | | | | | | | | | | | | | | | |
| | 603-84000-130 | A/C: WAGES | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-84000-359 | AUDIT CONTRACT | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $4,500 | $0 | $0 | $0 | $0 | $0 | $0 | $4,500 |
| | 603-84200-110 | MTR RDG: SALARIES | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-84200-130 | MTR RDG: WAGES | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $2,079 | $0 | $0 | $0 | $0 | $0 | $0 | $2,079 |
| | 603-84200-140 | MTR RDG: O.T. | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-84200-145 | MTR RDG: P.T. WAGES | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-84200-160 | MTR RDG: VACATION | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $88 | $0 | $0 | $0 | $0 | $0 | $0 | $88 |
| | 603-84200-165 | MTR RDG: HOLIDAY | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $97 | $0 | $0 | $0 | $0 | $0 | $0 | $97 |
| | 603-84200-170 | MTR RDG: SICK | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $27 | $0 | $0 | $0 | $0 | $0 | $0 | $27 |
| | 603-84300-359 | AUDIT CONTRACT | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-84300-384 | UNCOLLECTIBLE ACCTS | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | $1,000 | $0 | $0 | $0 | $0 | $0 | $0 | $1,000 |
| | ADMIN & GENERAL | | | | | | | | | | | | | | | |
| | 603-85000-110 | ADM & GEN: SALARIES | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $30,867 | $1,543 | $9,260 | $7,717 | $4,630 | $849 | $0 | $6,868 |
| | 603-85000-130 | ADM & GEN: WAGES | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $27,829 | $1,391 | $8,349 | $6,957 | $4,174 | $765 | $0 | $6,192 |
| | 603-85000-140 | ADM & GEN: O.T. | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $3,000 | $150 | $900 | $750 | $450 | $83 | $0 | $668 |
| | 603-85000-145 | ADM & GEN: P.T. WAGES | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-85000-150 | ADM & GEN: LONGEVITY | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-85000-160 | ADM & GEN: VACATION | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $2,487 | $124 | $746 | $622 | $373 | $68 | $0 | $553 |
| | 603-85000-165 | ADM & GEN: HOLIDAY | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $2,735 | $137 | $821 | $684 | $410 | $75 | $0 | $609 |
| | 603-85000-170 | ADM & GEN: SICK | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $746 | $37 | $224 | $187 | $112 | $21 | $0 | $166 |
| | 603-85100-331 | OFFICE EXPENSES & SUPPLIES | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $10,300 | $515 | $3,090 | $2,575 | $1,545 | $283 | $0 | $2,292 |
| | 603-85200-369 | OUTSIDE SERVICES | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $40,000 | $2,000 | $12,000 | $10,000 | $6,000 | $1,100 | $0 | $8,900 |
| | 603-85300-365 | PROPERTY & LIAB INS | 7.00% | 40.00% | 10.00% | 19.00% | 0.00% | 24.00% | $25,000 | $1,750 | $10,000 | $2,500 | $4,750 | $0 | $0 | $6,000 |
| | 603-85400-220 | SEWER: W.R. | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $7,450 | $373 | $2,235 | $1,863 | $1,118 | $205 | $0 | $1,658 |
| | 603-85400-221 | W.R. GASB 68 ADJUSTMENT | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | 603-85400-230 | SEWER: LIFE INS | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $530 | $27 | $159 | $133 | $80 | $15 | $0 | $118 |
| | 603-85400-240 | SEWER: HEALTH | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $49,120 | $2,456 | $14,736 | $12,280 | $7,368 | $1,351 | $0 | $10,929 |
| | 603-85600-310 | LABORATORY EXPENSE | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $12,000 | $600 | $3,600 | $3,000 | $1,800 | $330 | $0 | $2,670 |
| | 603-85600-312 | SEWER DUES | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $400 | $20 | $120 | $100 | $60 | $11 | $0 | $89 |
| | 603-85600-314 | SEWER TRAINING | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $1,000 | $50 | $300 | $250 | $150 | $28 | $0 | $223 |
| | 603-85600-357 | UTILITY EXPENSE | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $30,000 | $1,500 | $9,000 | $7,500 | $4,500 | $825 | $0 | $6,675 |
| | 603-85600-399 | SEWER MISC | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $4,500 | $225 | $1,350 | $1,125 | $675 | $124 | $0 | $1,001 |
| | 603-85700-358 | SEWER RENT | 5.00% | 30.00% | 25.00% | 15.00% | 2.75% | 22.25% | $6,100 | $305 | $1,830 | $1,525 | $915 | $168 | $0 | $1,357 |
| **Total O & M** | | | 4.83% | 37.29% | 24.12% | 14.80% | 2.99% | 15.98% | $585,356 | $28,263 | $218,261 | $141,161 | $86,635 | $17,524 | $0 | $93,511 |
| **Transfers** | | | | | | | | | | | | | | | | |
| | PILOT | | 4.83% | 37.29% | 24.12% | 14.80% | 2.99% | 15.98% | $1,650 | $80 | $615 | $398 | $244 | $49 | $0 | $264 |
| **Capital Costs** | | | | | | | | | | | | | | | | |
| | Debt | | 4.00% | 26.00% | 32.00% | 14.80% | 2.99% | 20.21% | $783,619 | $31,345 | $203,741 | $250,758 | $115,978 | $23,460 | $0 | $158,337 |
| | Cash Financed Capital | | 4.00% | 26.00% | 32.00% | 14.80% | 2.99% | 20.21% | $234,075 | $9,363 | $60,860 | $74,904 | $34,644 | $7,008 | $0 | $47,297 |
| **Total Capital Costs** | | | 4.00% | 26.00% | 32.00% | 14.80% | 2.99% | 20.21% | $1,017,694 | $40,708 | $264,600 | $325,662 | $150,622 | $30,468 | $0 | $205,634 |
| **Subtotal Revenue Requirements** | | | | | | | | | $1,604,700 | $69,051 | $483,477 | $467,221 | $237,501 | $48,041 | $0 | $299,409 |
| **Other Income** | | | | | | | | | | | | | | | | |
| | Misc Service, Late Charges, & Other | | 4.83% | 37.29% | 24.12% | 14.80% | 2.99% | 15.98% | ($20,000) | ($966) | ($7,457) | ($4,823) | ($2,960) | ($599) | $0 | ($3,195) |
| | Investment Income | | 4.83% | 37.29% | 24.12% | 14.80% | 2.99% | 15.98% | ($3,500) | ($169) | ($1,305) | ($844) | ($518) | ($105) | $0 | ($559) |
| Total Other Income | | | 4.83% | 37.29% | 24.12% | 14.80% | 2.99% | 15.98% | ($23,500) | ($1,135) | ($8,762) | ($5,667) | ($3,478) | ($704) | $0 | ($3,754) |
| **Total Net Revenue Requirements** | | | | | | | | | **$1,581,200** | **$67,916** | **$474,714** | **$461,554** | **$234,023** | **$47,338** | **$0** | **$295,655** |

**Summary**

**Allocation of Costs to Function and Classification for Inside Rates**

| | Conv | Flow | BOD | TSS | P | Cnn | 2022 Budget | Conveyance System | Flow | BOD | TSS | P | Billing | Meter/Conn |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| O&M and Replacement | 4.83% | 37.29% | 24.12% | 14.80% | 2.99% | 15.98% | $587,006 | $28,343 | $218,876 | $141,559 | $86,879 | $17,574 | $0 | $93,775 |
| Capital | 4.00% | 26.00% | 32.00% | 14.80% | 2.99% | 20.21% | $1,017,694 | $40,708 | $264,600 | $325,662 | $150,622 | $30,468 | $0 | $205,634 |
| Other Revenues | 4.83% | 37.29% | 24.12% | 14.80% | 2.99% | 15.98% | ($23,500) | ($1,135) | ($8,762) | ($5,667) | ($3,478) | ($704) | $0 | ($3,754) |
| Total | 4.30% | 30.02% | 29.19% | 14.80% | 2.99% | 18.70% | **1,581,200** | **67,916** | **474,714** | **461,554** | **234,023** | **47,338** | **0** | **295,655** |

**Legend**
BOD = Biochemical Oxygen Demand
TSS = Total Suspended Solids
P = Phosphorus
NH3-N = Nitrogen

TY2022 Sewer Rate Study Phased-In 5-16-22
Prepared 5/11/2022

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# Table 10
# Rate Computation Worksheet

*Village of Kewaskum, WI*

## Calculation of Inside Customer Rates

**Fixed Charges (Annual)**

| Charge Type | Costs | Billable Units | Rate |
|---|---|---|---|
| Customer Charge | $0.00 | 1,686 | $0.00 |
| Meter/Connection Charge | $295,654.56 | 1,924 | $153.69 |

| Meter Size | Equiv Ratio | Meter/Connection Charge | Customer Charge | Total Fixed Charge |
|---|---|---|---|---|
| 5/8" or 3/4" | 1 | $153.69 | $0.00 | $153.69 |
| 1" | 1.75 | $268.96 | $0.00 | $268.96 |
| 1 1/4" | 2.9 | $445.70 | $0.00 | $445.70 |
| 1 1/2" | 4 | $614.76 | $0.00 | $614.76 |
| 2" | 7 | $1,075.83 | $0.00 | $1,075.83 |
| 3" | 16 | $2,459.04 | $0.00 | $2,459.04 |
| 4" | 28 | $4,303.32 | $0.00 | $4,303.32 |
| 6" | 60 | $9,221.40 | $0.00 | $9,221.40 |
| 8" | 110 | $16,905.90 | $0.00 | $16,905.90 |

**Volumetric Charges**

| Charge Type | Cost | Billable Units (1,000 Gal or lbs) | Rate/Unit |
|---|---|---|---|
| Flow Charge per 1000 Gal | $474,714 | 79,650 | $5.96 |
| Conveyance Charge per 1000 Gal | $67,916 | 79,650 | $0.85 |
| BOD Charge per lb. | $461,554 | 131,931 | $3.50 |
| TSS Charge per lb. | $234,023 | 164,914 | $1.42 |
| P Charge per lb. | $47,338 | 2,639 | $17.94 |
| BOD Charge per 1000 Gal | | | $5.84 |
| TSS Charge per 1000 Gal | | | $2.96 |
| P Charge per 1000 Gal | | | $0.60 |
| Total Volumetric Rate per 1000 Gal | | | $16.21 |

**Rate Summary**

| | |
|---|---|
| Annual Fixed charge per connection | $153.69 |
| Total Volumetric Rate per 1000 Gal | $16.21 |
| BOD Charge per lb. | $3.498 |
| TSS Charge per lb. | $1.419 |
| P Charge per lb. | $17.940 |
| N Charge per lb. | |

# Table 11.1
# Rate Summary (Quarterly Charges)

*Village of Kewaskum, WI*

| | Current | COS | Test Year Proposed |
|---|---|---|---|
| **Domestic Sewer Customers** | | | |
| Meter Size | | | |
| 5/8" or 3/4" | $29.41 | $38.42 | $38.42 |
| 1" | $50.33 | $67.24 | $67.24 |
| 1 1/4" | $79.47 | $111.43 | $111.43 |
| 1 1/2" | $116.55 | $153.69 | $153.69 |
| 2" | $203.97 | $268.96 | $268.96 |
| 3" | $468.86 | $614.76 | $614.76 |
| 4" | $834.42 | $1,075.83 | $1,075.83 |
| 6" | $1,875.46 | $2,305.35 | $2,305.35 |
| 8" | $3,337.67 | $4,226.48 | $4,226.48 |
| Volumetric Rate per 1000 Gal | $13.28 | $16.21 | $16.21 |
| **High Strength Industrial** | | | |
| BOD Charge per lb. | $2.750 | $3.498 | $3.50 |
| TSS Charge per lb. | $1.170 | $1.419 | $1.42 |
| P Charge per lb. | $14.750 | $17.940 | $17.94 |

# Table 11.2
# Rate Summary (Quarterly Charges) Phased-In

*Village of Kewaskum, WI*

| | Current | COS | 7/1/2022 Proposed | 7/1/2023 Proposed |
|---|---|---|---|---|
| **Domestic Sewer Customers** | | | | |
| Meter Size | | | | |
| 5/8" or 3/4" | $29.41 | $38.42 | $33.92 | $38.42 |
| 1" | $50.33 | $67.24 | $58.78 | $67.24 |
| 1 1/4" | $79.47 | $111.43 | $95.45 | $111.43 |
| 1 1/2" | $116.55 | $153.69 | $135.12 | $153.69 |
| 2" | $203.97 | $268.96 | $236.46 | $268.96 |
| 3" | $468.86 | $614.76 | $541.81 | $614.76 |
| 4" | $834.42 | $1,075.83 | $955.13 | $1,075.83 |
| 6" | $1,875.46 | $2,305.35 | $2,090.41 | $2,305.35 |
| 8" | $3,337.67 | $4,226.48 | $3,782.07 | $4,226.48 |
| Volumetric Rate per 1000 Gal | $13.28 | $16.21 | $14.74 | $16.21 |
| **High Strength Industrial** | | | | |
| BOD Charge per lb. | $2.750 | $3.498 | $3.124 | $3.498 |
| TSS Charge per lb. | $1.170 | $1.419 | $1.295 | $1.419 |
| P Charge per lb. | $14.750 | $17.940 | $16.345 | $17.940 |

# Table 12
# Revenue Check (Based on COS)

*Village of Kewaskum, WI*

| | | Units | Rate | Annual Total |
|---|---|---|---|---|
| **Fixed Charge** | | | | |
| | Meter Size | | | |
| | 5/8" or 3/4" | 1,618 | $38.42 | $ 248,670.42 |
| | 1" | 29 | $67.24 | $ 7,799.77 |
| | 1 1/4" | 0 | $111.43 | $ - |
| | 1 1/2" | 20 | $153.69 | $ 12,295.20 |
| | 2" | 17 | $268.96 | $ 18,289.11 |
| | 3" | 0 | $614.76 | $ - |
| | 4" | 2 | $1,075.83 | $ 8,606.64 |
| | 6" | 0 | $2,305.35 | $ - |
| | 8" | 0 | $4,226.48 | $ - |
| Subtotal | | 1,686 | | $295,661 |
| **Volumetric Charges** | | | | |
| Residential | Flow (000 gal) | 55,000 | $16.21 | $891,292 |
| Commercial | Flow (000 gal) | 17,500 | $16.21 | $283,593 |
| Industrial | Flow (000 gal) | 1,200 | $16.21 | $19,446 |
| Public Authority | Flow (000 gal) | 3,750 | $16.21 | $60,770 |
| Subtotal | | 77,450 | | $1,255,101 |
| **High Strength Industial** | | | | |
| Industrial Excess BOD | Lbs | 0 | $3.498 | $0.00 |
| Industrial Excess TSS | Lbs | 0 | $1.419 | $0.00 |
| Industrial Excess P | Lbs | 0 | $17.940 | $0.00 |
| Subtotal | | 0 | | $0 |
| **Unmetered Users** | | | | |
| Family Dairies | Flow (000 gal) | 1,400 | $16.21 | $22,687 |
| Kewaskum Foods | Flow (000 gal) | 800 | $16.21 | $12,964 |
| Subtotal | | | | $35,652 |
| **Total Revenues** | | | | **$1,586,414** |
| **Revenue Requirements** | | | | **$1,581,200** |
| **Difference** | | | | **$5,214** |

**Notes:**
1) Difference due to rounding

# Table 13
# Revenue Summary (Proposed Rates)
*Village of Kewaskum, WI*

| | | Units | Rate | Annual Total |
|---|---|---|---|---|
| **Fixed Charge** | | | | |
| | Meter Size | | | |
| | 5/8" or 3/4" | 1,618 | $38.42 | $248,670 |
| | 1" | 29 | $67.24 | $7,800 |
| | 1 1/4" | 0 | $111.43 | $0 |
| | 1 1/2" | 20 | $153.69 | $12,295 |
| | 2" | 17 | $268.96 | $18,289 |
| | 3" | 0 | $614.76 | $0 |
| | 4" | 2 | $1,075.83 | $8,607 |
| | 6" | 0 | $2,305.35 | $0 |
| | 8" | 0 | $4,226.48 | $0 |
| Subtotal | | 1,686 | | 295,661 |
| **Volumetric Charges** | | | | |
| Residential | Flow (000 gal) | 55,000 | $16.21 | $891,292 |
| Commercial | Flow (000 gal) | 17,500 | $16.21 | $283,593 |
| Industrial | Flow (000 gal) | 1,200 | $16.21 | $19,446 |
| Public Authority | Flow (000 gal) | 3,750 | $16.21 | $60,770 |
| Enter Customer Classes in Projected Fl | Flow (000 gal) | 0 | $16.21 | $0 |
| Enter Customer Classes in Projected Fl | Flow (000 gal) | 0 | $16.21 | $0 |
| Septic Tank Waste | Flow (000 gal) | 0 | $490.96 | $0 |
| Chemical Toilet Waste | Flow (000 gal) | 0 | $23,279.63 | $0 |
| Mixed Loads | Flow (000 gal) | 0 | $817.52 | $0 |
| Holding Tank Waste | Flow (000 gal) | 0 | $114.08 | $0 |
| Subtotal | | 77,450 | | $1,255,101 |
| **High Strength Industrial** | | | | |
| Industrial Excess BOD | Lbs | 0 | $3.50 | $0 |
| Industrial Excess TSS | Lbs | 0 | $1.42 | $0 |
| Industrial Excess P | Lbs | 0 | $17.94 | $0 |
| Subtotal | | 0 | | $0 |
| **Unmetered Users** | | | | |
| Family Dairies | | 1,400 | $16.21 | $22,687 |
| Kewaskum Foods | | 800 | $16.21 | $12,964 |
| Subtotal | | | | $35,652 |
| **Total Revenues** | | | | **$1,586,414** |
| **Revenue Requirements** | | | | **$1,581,200** |
| **Difference** | | | | **$5,214** |

**Notes:**
1) Difference due to rounding

# Table 14
# Test Year Cash Flow Analysis
*Village of Kewaskum, WI*

| | 2022 |
|---|---|
| **Cash Sources** | |
| Revenues from User Rates [1] | $1,586,414 |
| Other Income [2] | $20,000 |
| Investment Income on Unrestricted Cash | $3,500 |
| Total Cash Sources | $1,609,914 |
| | |
| **Cash Uses** | |
| O&M | $585,356 |
| Other | $0 |
| Net Before Debt Service | $1,024,558 |
| | |
| **Debt Service** | |
| Debt Service P&I | $783,619 |
| | |
| Cash Funded Capital | $25,000 |
| | |
| Transfer in/(out) | ($1,650) |
| | |
| Net Cash Flow | $214,289 |
| | |
| **Total Unrestricted Cash Balance** | |
| Beginning Year Est. Balance | ($451,579) |
| Net Additions (Subtractions) | $214,289 |
| End of Year Unrestricted Cash Balance | ($237,290) |
| | |
| **Equipment Replacement Fund Balance** | |
| Beginning Year Balance | $439,227 |
| Additions from Rates | $209,075 |
| Fund Expenditures | $0 |
| Interest Income | $2,196 |
| End Year Replacement Fund Balance | $650,498 |

**Notes:**
1) Full year of revenues from proposed user rates
2) Miscellaneous revenue and late fees.

## Table 15
## Comparison of Exisitng and Proposed Bills
*Village of Kewaskum, WI*

| Customer | Usage Level | Meter Size | Quarterly Usage 1,000 Gal | Current Bill | Proposed Bill | Dollar Change | Percent Change |
|---|---|---|---|---|---|---|---|
| Residential | Low User | 5/8" or 3/4" | 9.00 | $148.93 | $184.27 | $35.34 | 23.7% |
| Residential | Avg. User | 5/8" or 3/4" | 12.00 | $188.77 | $232.89 | $44.12 | 23.4% |
| Residential | High User | 5/8" or 3/4" | 15.00 | $228.61 | $281.50 | $52.89 | 23.1% |
| Commercial | Low User | 5/8" or 3/4" | 75.00 | $1,025.41 | $1,253.82 | $228.41 | 22.3% |
| Commercial | Avg. User | 5/8" or 3/4" | 100.00 | $1,357.41 | $1,658.95 | $301.54 | 22.2% |
| Commercial | High User | 5/8" or 3/4" | 125.00 | $1,689.41 | $2,064.09 | $374.68 | 22.2% |
| Industrial | Low User | 1" | 75.00 | $1,046.33 | $1,282.64 | $236.31 | 22.6% |
| Industrial | Avg. User | 1" | 100.00 | $1,378.33 | $1,687.77 | $309.44 | 22.5% |
| Industrial | High User | 1" | 125.00 | $1,710.33 | $2,092.90 | $382.57 | 22.4% |
| Public | Low User | 1" | 75.00 | $1,046.33 | $1,282.64 | $236.31 | 22.6% |
| Public | Avg. User | 1" | 100.00 | $1,378.33 | $1,687.77 | $309.44 | 22.5% |
| Public | High User | 1" | 125.00 | $1,710.33 | $2,092.90 | $382.57 | 22.4% |

**Notes:**
1) Meter sizes chosen based on highest number of users for each class
2) Average user is defined as the total estimated test year flow for the class divided by the projected number of users in the class.

FINANCIAL MANAGEMENT PLANNING

# Test Year 2022 Sewer Utility Rate Study

## Section 3 — Sewer Fund Long-Range Cash Flow Analysis

## Village of Kewaskum, WI

EHLERS PUBLIC FINANCE ADVISORS

## Table 16
## Sewer Utility Capital Improvement Plan
*Village of Kewaskum, WI*

| Projects | Funding | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SCADA Upgrade (30%) | Grants/Aids | 13,504 | 13,504 | | | | | | | | | *27,008* |
| Vac Truck & Jetter | G.O. Debt | | | 150,000 | | | | | | | | *150,000* |
| Ehlers Assumption for cash funded capital | Cash | | | | | | | | 25,000 | 25,000 | 25,000 | *75,000* |
| Upgrades @ Knights Ave Lift Station | Revenue Debt | | | | 400,000 | | | | | | | *400,000* |
| WWTP Upgrades | Revenue Debt | | | | | | 6,000,000 | | | | | *6,000,000* |
| US-45 project (Sewer Portion) | Revenue Debt | | 1,167,494 | | | | | | | | | *1,167,494* |
| **Actual CIP Costs** | | **13,504** | **1,180,998** | **150,000** | **400,000** | **0** | **6,000,000** | **0** | **25,000** | **25,000** | **25,000** | **7,819,502** |

| Sources of Funding | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| G.O. Debt | 0 | 0 | 150,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | *150,000* |
| Revenue Debt | 0 | 1,167,494 | 0 | 400,000 | 0 | 6,000,000 | 0 | 0 | 0 | 0 | *7,567,494* |
| Grants/Aids | 13,504 | 13,504 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | *27,008* |
| Special Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | *0* |
| User Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | *0* |
| Tax Levy | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | *0* |
| Equipment Replacement Fund | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | *0* |
| Cash | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25,000 | 25,000 | 25,000 | *75,000* |
| **Total** | **13,504** | **1,180,998** | **150,000** | **400,000** | **0** | **6,000,000** | **0** | **25,000** | **25,000** | **25,000** | **7,819,502** |

**Notes:**

## Table 17
## Capital Improvements Financing Plan
*Village of Kewaskum, WI*

| | | 2023 | | | 2024 | | | 2027 | |
|---|---|---|---|---|---|---|---|---|---|
| | | CWF Loan | Sewer Portion | | G.O. Notes | Sewer Portion | | CWF Loan | Sewer Portion |
| | | 2023 Sewer Projects | | | 2024 Sewer Projects | | | 2027 Sewer Projects | |
| **CIP Projects**[1] | | | | | | | | | |
| Sewer | | 1,567,494 | 1,567,494 | | 150,000 | 150,000 | | 6,000,000 | 6,000,000 |
| **Subtotal Project Costs** | | **1,567,494** | **1,567,494** | | **150,000** | **150,000** | | **6,000,000** | **6,000,000** |
| **CIP Projects**[1] | | **1,567,494** | **1,567,494** | | **150,000** | **150,000** | | **6,000,000** | **6,000,000** |
| **Estimated Issuance Expenses** | | **22,500** | **22,500** | | **2,000** | **2,000** | | **22,500** | **22,500** |
| Municipal Advisor (Ehlers) | | 7,500 | 7,500 | | 0 | 0 | | 7,500 | 7,500 |
| Bond Counsel | | 15,000 | 15,000 | | 0 | 0 | | 15,000 | 15,000 |
| Disclosure Counsel | | 0 | 0 | | 0 | 0 | | 0 | 0 |
| Rating Fee - Moody's | | 0 | 0 | | 0 | 0 | | 0 | 0 |
| Maximum Underwriter's Discount | 0.00 | 0 | 0 | 0.00 | 0 | 0 | 0.00 | 0 | 0 |
| Paying Agent | | 0 | 0 | | 0 | 0 | | 0 | 0 |
| Bank Fees | | 0 | 0 | | 2,000 | 2,000 | | 0 | 0 |
| ***Subtotal Issuance Expenses*** | | 22,500 | 22,500 | | 2,000 | 2,000 | | 22,500 | 22,500 |
| **TOTAL TO BE FINANCED** | | **1,589,994** | **1,589,994** | | **152,000** | **152,000** | | **6,022,500** | **6,022,500** |
| Rounding | | - | - | | - | - | | - | - |
| **NET BOND SIZE** | | **1,589,994** | **1,589,994** | | **152,000** | **152,000** | | **6,022,500** | **6,022,500** |

**Notes:**
1) Source of Project Totals

## Table 18
## Sewer Utility Projected Debt Service Payments (PROPOSED)
*Village of Kewaskum, WI*

| NAME | Clean Water Fund Loan | | | | GO Bank Notes (Sewer Portion) | | | | Clean Water Fund Loan | | | | PROPOSED Sewer Utility Debt Service Summary | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AMT | $1,589,994 | | | | $152,000 | | | | $6,022,500 | | | | | | | | |
| DATED | 6/28/2023 | | | | 6/1/2024 | | | | 6/24/2026 | | | | | | | | |
| MATURE | 5/1 | | | | 5/1 | | | | 5/1 | | | | | | | | |
| RATE | 2.20% | | | | 4.00% | | | | 2.75% | | | | | | | | |
| Year | Principal | Est. Rate[1] | Interest | Total | Principal | Est. Rate | Interest | Total | Principal | Est. Rate[2] | Interest | Total | Total Prin | Total Int | Total P&I | Prin Outstanding | Year |
| 2022 | | | | | | | | | | | | | 0 | 0 | 0 | | 2022 |
| 2023 | 0 | 2.20% | 11,951 | 11,951 | | | | | | | | | 0 | 11,951 | 11,951 | 1,589,994 | 2023 |
| 2024 | 64,146 | 2.20% | 34,274 | 98,420 | | | | | | | | | 64,146 | 34,274 | 98,420 | 1,677,848 | 2024 |
| 2025 | 65,557 | 2.20% | 32,848 | 98,405 | 0 | 4.00% | 8,613 | 8,613 | | | | | 65,557 | 41,461 | 107,018 | 1,612,291 | 2025 |
| 2026 | 66,999 | 2.20% | 31,389 | 98,389 | 3,500 | 4.00% | 6,010 | 9,510 | | | | | 70,499 | 37,399 | 107,899 | 1,541,792 | 2026 |
| 2027 | 68,473 | 2.20% | 29,899 | 98,372 | 3,500 | 4.00% | 5,870 | 9,370 | 0 | 2.75% | 58,427 | 58,427 | 71,973 | 94,196 | 166,169 | 7,492,319 | 2027 |
| 2028 | 69,980 | 2.20% | 28,376 | 98,356 | 48,500 | 4.00% | 4,830 | 53,330 | 0 | 2.75% | 165,619 | 165,619 | 118,480 | 198,825 | 317,305 | 7,373,839 | 2028 |
| 2029 | 71,519 | 2.20% | 26,820 | 98,339 | 48,500 | 4.00% | 2,890 | 51,390 | 215,722 | 2.75% | 162,653 | 378,375 | 335,742 | 192,362 | 528,104 | 7,038,097 | 2029 |
| 2030 | 73,093 | 2.20% | 25,229 | 98,322 | 48,000 | 4.00% | 960 | 48,960 | 221,655 | 2.75% | 156,639 | 378,293 | 342,747 | 182,828 | 525,575 | 6,695,350 | 2030 |
| 2031 | 74,701 | 2.20% | 23,603 | 98,304 | 0 | 4.00% | 0 | | 227,750 | 2.75% | 150,459 | 378,210 | 302,451 | 174,063 | 476,514 | 6,392,899 | 2031 |
| 2032 | 76,344 | 2.20% | 21,942 | 98,286 | 0 | 4.00% | 0 | | 234,013 | 2.75% | 144,110 | 378,123 | 310,357 | 166,052 | 476,409 | 6,082,542 | 2032 |
| 2033 | 78,024 | 2.20% | 20,244 | 98,267 | 0 | 4.00% | 0 | | 240,449 | 2.75% | 137,586 | 378,035 | 318,472 | 157,830 | 476,302 | 5,764,069 | 2033 |
| 2034 | 79,740 | 2.20% | 18,508 | 98,249 | 0 | 4.00% | 0 | | 247,061 | 2.75% | 130,883 | 377,944 | 326,801 | 149,391 | 476,193 | 5,437,268 | 2034 |
| 2035 | 81,494 | 2.20% | 16,735 | 98,229 | | | | | 253,855 | 2.75% | 123,995 | 377,851 | 335,350 | 140,730 | 476,080 | 5,101,918 | 2035 |
| 2036 | 83,287 | 2.20% | 14,922 | 98,210 | | | | | 260,836 | 2.75% | 116,918 | 377,755 | 344,124 | 131,841 | 475,964 | 4,757,795 | 2036 |
| 2037 | 85,120 | 2.20% | 13,070 | 98,189 | | | | | 268,009 | 2.75% | 109,647 | 377,656 | 353,129 | 122,716 | 475,845 | 4,404,666 | 2037 |
| 2038 | 86,992 | 2.20% | 11,176 | 98,169 | | | | | 275,380 | 2.75% | 102,175 | 377,555 | 362,372 | 113,352 | 475,723 | 4,042,294 | 2038 |
| 2039 | 88,906 | 2.20% | 9,242 | 98,148 | | | | | 282,952 | 2.75% | 94,498 | 377,451 | 371,859 | 103,740 | 475,598 | 3,670,435 | 2039 |
| 2040 | 90,862 | 2.20% | 7,264 | 98,126 | | | | | 290,734 | 2.75% | 86,610 | 377,344 | 381,596 | 93,874 | 475,470 | 3,288,840 | 2040 |
| 2041 | 92,861 | 2.20% | 5,243 | 98,104 | | | | | 298,729 | 2.75% | 78,505 | 377,234 | 391,590 | 83,748 | 475,338 | 2,897,250 | 2041 |
| 2042 | 94,904 | 2.20% | 3,178 | 98,082 | | | | | 306,944 | 2.75% | 70,177 | 377,121 | 401,848 | 73,355 | 475,202 | 2,495,402 | 2042 |
| 2043 | 96,992 | 2.20% | 1,067 | 98,059 | | | | | 315,385 | 2.75% | 61,620 | 377,005 | 412,377 | 62,687 | 475,063 | 2,083,025 | 2043 |
| 2044 | | | | | | | | | 324,058 | 2.75% | 52,827 | 376,885 | 324,058 | 52,827 | 376,885 | 1,758,967 | 2044 |
| 2045 | | | | | | | | | 332,970 | 2.75% | 43,793 | 376,763 | 332,970 | 43,793 | 376,763 | 1,425,998 | 2045 |
| 2046 | | | | | | | | | 342,126 | 2.75% | 34,511 | 376,637 | 342,126 | 34,511 | 376,637 | 1,083,871 | 2046 |
| 2047 | | | | | | | | | 351,535 | 2.75% | 24,973 | 376,508 | 351,535 | 24,973 | 376,508 | 732,337 | 2047 |
| 2048 | | | | | | | | | 361,202 | 2.75% | 15,173 | 376,375 | 361,202 | 15,173 | 376,375 | 371,135 | 2048 |
| 2049 | | | | | | | | | 371,135 | 2.75% | 5,103 | 376,238 | 371,135 | 5,103 | 376,238 | 0 | 2049 |
| TOTALS | 1,589,994 | | 386,981 | 1,976,975 | 152,000 | | 29,173 | 181,173 | 6,022,500 | | 2,126,900 | 8,149,400 | 7,764,494 | 2,543,054 | 10,307,548 | | TOTALS |

**Notes:**
1) Rate assumes 55% of Q2 2022 EIF Market Rate plus 100 basis points (or 1.00%).
2) Rate assumes 2023 estimated rate plus 100 basis points (or 1.00%).

**Legend:**
[ ] (Maturities subject to optional redemption (callable)

## Table 19
## Sewer Utility Schedule of G.O. Debt Outstanding
*Village of Kewaskum, WI*

| NAME | Advance from General Fund | | | GO Notes (Sewer Portion) Series 2022A | | | Existing G.O. Sewer Debt Summary | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DATED AMT | 5/11/2022 $2,166,582 | | | 2/9/2022 $400,000 | | | | | | | | |
| YEAR | Principal | Rate | Interest | Principal | Rate | Interest | TOTAL PRIN | TOTAL INT | TOTAL P & I | PRINC OUTSTND | PRINC %PAID | YEAR |
| 2021 | 0 | 0.00% | 0 | | | | 0 | 0 | 0 | 2,566,582 | 0.00% | 2021 |
| 2022 | 0 | 0.00% | 0 | 0 | 0.00% | 0 | 0 | 0 | 0 | 2,566,582 | 0.00% | 2022 |
| 2023 | 0 | 0.00% | 0 | 50,000 | 1.00% | 3,949 | 50,000 | 3,949 | 53,949 | 2,516,582 | 1.95% | 2023 |
| 2024 | 0 | 0.00% | 0 | 50,000 | 1.00% | 6,250 | 50,000 | 6,250 | 56,250 | 2,466,582 | 3.90% | 2024 |
| 2025 | 0 | 0.00% | 0 | 50,000 | 2.00% | 5,500 | 50,000 | 5,500 | 55,500 | 2,416,582 | 5.84% | 2025 |
| 2026 | 0 | 0.00% | 0 | 50,000 | 2.00% | 4,500 | 50,000 | 4,500 | 54,500 | 2,366,582 | 7.79% | 2026 |
| 2027 | 0 | 0.00% | 0 | 50,000 | 2.00% | 3,500 | 50,000 | 3,500 | 53,500 | 2,316,582 | 9.74% | 2027 |
| 2028 | 0 | 0.00% | 0 | 50,000 | 2.00% | 2,500 | 50,000 | 2,500 | 52,500 | 2,266,582 | 11.69% | 2028 |
| 2029 | 180,550 | 0.00% | 0 | 50,000 | 2.00% | 1,500 | 230,550 | 1,500 | 232,050 | 2,036,032 | 20.67% | 2029 |
| 2030 | 180,550 | 0.00% | 0 | 50,000 | 2.00% | 500 | 230,550 | 500 | 231,050 | 1,805,482 | 29.65% | 2030 |
| 2031 | 180,550 | 0.00% | 0 | 0 | 2.00% | 0 | 180,550 | 0 | 180,550 | 1,624,932 | 36.69% | 2031 |
| 2032 | 180,550 | 0.00% | 0 | | | | 180,550 | 0 | 180,550 | 1,444,382 | 43.72% | 2032 |
| 2033 | 180,550 | 0.00% | 0 | | | | 180,550 | 0 | 180,550 | 1,263,832 | 50.76% | 2033 |
| 2034 | 180,550 | 0.00% | 0 | | | | 180,550 | 0 | 180,550 | 1,083,282 | 57.79% | 2034 |
| 2035 | 180,550 | 0.00% | 0 | | | | 180,550 | 0 | 180,550 | 902,732 | 64.83% | 2035 |
| 2036 | 180,550 | 0.00% | 0 | | | | 180,550 | 0 | 180,550 | 722,182 | 71.86% | 2036 |
| 2037 | 180,550 | 0.00% | 0 | | | | 180,550 | 0 | 180,550 | 541,632 | 78.90% | 2037 |
| 2038 | 180,550 | 0.00% | 0 | | | | 180,550 | 0 | 180,550 | 361,082 | 85.93% | 2038 |
| 2039 | 180,550 | 0.00% | 0 | | | | 180,550 | 0 | 180,550 | 180,532 | 92.97% | 2039 |
| 2040 | 180,532 | 0.00% | 0 | | | | 180,532 | 0 | 180,532 | 0 | 100.00% | 2040 |
| TOTALS | 2,166,582 | | 0 | 400,000 | | 28,199 | 2,566,582 | 28,199 | 2,594,781 | | | |

**Notes:**
1) Per 2020 Audit page 33 no schedule has been established

**Legend:**
Maturities subject to optional redemption (Callable)

## Table 20
## Sewer Utility Cash Flow Analysis - Projected 2022-2031
*Village of Kewaskum, WI*

| | Budget | Projected | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| **Revenues** | | | | | | | | | | |
| Total Revenues from User Rates[1] | $1,435,510 | $1,594,916 | $1,678,811 | $1,678,811 | $1,678,811 | $1,678,811 | $1,678,811 | $1,678,811 | $1,678,811 | $1,678,811 |
| **Percent Increase to User Rates[2]** | **11.10%** | **11.10%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** |
| **Cumulative Percent Rate Increase** | **11.10%** | **23.44%** | **23.44%** | **23.44%** | **23.44%** | **23.44%** | **23.44%** | **23.44%** | **23.44%** | **23.44%** |
| **Dollar Amount Increase to Revenues** | | **$159,406** | **$83,895** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| Other Revenues | | | | | | | | | | |
| Interest Income | $3,500 | $3,509 | $3,332 | $4,123 | $3,851 | $4,531 | $5,021 | $5,502 | $5,964 | $6,382 |
| Other Income | $20,000 | $20,200 | $20,402 | $20,606 | $20,812 | $21,020 | $21,230 | $21,443 | $21,657 | $21,874 |
| Total Other Revenues | $23,500 | $23,709 | $23,734 | $24,729 | $24,663 | $25,551 | $26,251 | $26,945 | $27,621 | $28,256 |
| **Total Revenues** | **$1,459,010** | **$1,618,625** | **$1,702,545** | **$1,703,541** | **$1,703,475** | **$1,704,362** | **$1,705,063** | **$1,705,756** | **$1,706,433** | **$1,707,068** |
| **Expenses** | | | | | | | | | | |
| Operating and Maintenance[3] | $597,594 | $615,402 | $633,741 | $652,629 | $672,080 | $692,113 | $712,744 | $733,991 | $755,873 | $778,408 |
| PILOT Payment | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Net Before Debt Service and Capital Expenditures | $861,416 | $1,003,223 | $1,068,804 | $1,050,912 | $1,031,394 | $1,012,250 | $992,319 | $971,765 | $950,560 | $928,659 |
| Debt Service | | | | | | | | | | |
| Existing Debt P&I | $719,436 | $771,667 | $652,027 | $651,122 | $649,964 | $648,352 | $481,043 | $232,050 | $231,050 | $180,550 |
| New (2022-2031) Debt Service P&I | $0 | $11,951 | $98,420 | $107,018 | $107,899 | $166,169 | $317,305 | $528,104 | $525,575 | $476,514 |
| Total Debt Service | $719,436 | $783,619 | $750,447 | $758,140 | $757,863 | $814,521 | $798,348 | $760,154 | $756,625 | $657,064 |
| Transfer In (Out); Cap. Contrib. | $61,300 | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) |
| Capital Improvements & COI | $13,504 | $1,203,498 | $152,000 | $400,000 | $0 | $6,022,500 | $0 | $25,000 | $25,000 | $25,000 |
| Bonds Issued/Grants/Aid | $13,504 | $1,603,498 | $152,000 | $0 | $0 | $6,022,500 | $0 | $0 | $0 | $0 |
| **Net Annual Cash Flow** | **$203,281** | **$617,954** | **$316,707** | **($108,878)** | **$271,882** | **$196,078** | **$192,321** | **$184,961** | **$167,285** | **$244,946** |
| Restricted and Unrestricted Cash Balance: | | | | | | | | | | |
| Balance at first of year | $511,386 | $714,666 | $1,332,621 | $1,649,327 | $1,540,449 | $1,812,331 | $2,008,409 | $2,200,730 | $2,385,692 | $2,552,977 |
| Net Annual Cash Flow Addition/(subtraction) | $203,281 | $617,954 | $316,707 | ($108,878) | $271,882 | $196,078 | $192,321 | $184,961 | $167,285 | $244,946 |
| Balance at end of year | $714,666 | $1,332,621 | $1,649,327 | $1,540,449 | $1,812,331 | $2,008,409 | $2,200,730 | $2,385,692 | $2,552,977 | $2,797,922 |

**Notes:**
1) Assumes no changes in customer count or usage beyond Test Year.
2) Assumes 3Q implementation for 2022 and 2023.
3) Assumes 3.00% annual inflation beyond budget year.

**Legend:**
Increase depicted to maintain with assumed O&M inflation
Increase needed above inflationary adjustment

## Table 21
## Sewer Utility Financial Benchmarking Analysis Projected 2022 - 2031
*Village of Kewaskum, WI*

| | Budget | Projected | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| **Target minimum cash balance** | | | | | | | | | | |
| Target minimum working capital - Ehlers[1] | 1,091,320 | 1,067,318 | 1,084,455 | 1,093,903 | 1,160,578 | 1,154,720 | 1,127,149 | 1,134,561 | 1,046,268 | 1,057,768 |
| Actual Days Cash Available - PSC[2] | 377 | 690 | 823 | 756 | 888 | 909 | 874 | 938 | 992 | 1,072 |
| Actual Days Cash Available - Moody's[3] | (252) | 11 | 65 | (123) | (98) | (76) | 30 | 116 | 219 | 321 |
| Target minimum working capital - S&P[4] | (252) | 11 | 65 | (123) | (98) | (76) | 30 | 116 | 219 | 321 |
| **Actual working capital-cash balance** | 714,666 | 1,332,621 | 1,649,327 | 1,540,449 | 1,812,331 | 2,008,409 | 2,200,730 | 2,385,692 | 2,552,977 | 2,797,922 |
| Over (Under) Ehlers target | (376,653) | 265,303 | 564,873 | 446,546 | 651,753 | 853,689 | 1,073,581 | 1,251,130 | 1,506,709 | 1,740,154 |
| Over (Under) PSC target (90 days) | 287 | 600 | 733 | 666 | 798 | 819 | 784 | 848 | 902 | 982 |
| Over (Under) Moody's target (150 days) | (402) | (139) | (85) | (273) | (248) | (226) | (120) | (34) | 69 | 171 |
| Over (Under) S&P target (150 days) | (402) | (139) | (85) | (273) | (248) | (226) | (120) | (34) | 69 | 171 |

**Notes:**
1) Target capital equals 6 mos of next year's operating expenses, including depreciation, plus 100% of debt.
2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

| **Rate of Return** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Average Utility Plant in Service | 22,690,275 | 23,274,022 | 23,932,769 | 24,207,769 | 24,407,769 | 27,407,769 | 30,407,769 | 30,420,269 | 30,445,269 | 30,470,269 |
| Less: Utility Plant Accumulated Depreciation | (4,973,188) | (5,353,299) | (5,764,496) | (6,184,356) | (6,614,115) | (7,118,125) | (7,770,635) | (8,423,454) | (9,077,201) | (9,731,876) |
| Average Net Investment Rate Base (NIRB) | 27,663,463 | 28,627,321 | 29,697,265 | 30,392,125 | 31,021,884 | 34,525,894 | 38,178,404 | 38,843,723 | 39,522,470 | 40,202,145 |
| Net Operating Income | 492,754 | 619,603 | 654,275 | 626,929 | 597,784 | 503,709 | 334,788 | 313,444 | 290,849 | 267,602 |
| ROR | 1.78% | 2.16% | 2.20% | 2.06% | 1.93% | 1.46% | 0.88% | 0.81% | 0.74% | 0.67% |
| Typical | 2.50% | | | | | | | | | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Cost Recovery** | | | | | | | | | | |
| Operating Revenues | 1,455,510 | 1,615,116 | 1,699,213 | 1,699,417 | 1,699,623 | 1,699,832 | 1,700,042 | 1,700,254 | 1,700,469 | 1,700,685 |
| Operating Expenses incl. Depr & Amortization | 962,756 | 995,513 | 1,044,938 | 1,072,488 | 1,101,840 | 1,196,122 | 1,365,253 | 1,386,810 | 1,409,620 | 1,433,084 |
| Cost Recovery | 1.51 | 1.62 | 1.63 | 1.58 | 1.54 | 1.42 | 1.25 | 1.23 | 1.21 | 1.19 |
| Cost Recovery w/o Depr. | 2.44 | 2.62 | 2.68 | 2.60 | 2.53 | 2.46 | 2.39 | 2.32 | 2.25 | 2.18 |

**Notes:**
This operating ratio indicates whether operating revenues (mostly charges to customers) were sufficient to cover operations and capital (in the form of depreciation) for the water and/or wastewater utility in the fiscal year. A ratio of < 1 could be a sign of financial concern. In general, this ratio should be > 1 to accommodate future capital investments.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Leverage** | | | | | | | | | | |
| Total Long-Term Debt | 5,867,077 | 6,763,172 | 6,262,322 | 5,595,151 | 4,909,821 | 10,232,436 | 9,640,421 | 9,074,129 | 8,500,832 | 8,017,831 |
| Total Net Assets | 22,690,275 | 23,274,022 | 23,932,769 | 24,207,769 | 24,407,769 | 27,407,769 | 30,407,769 | 30,420,269 | 30,445,269 | 30,470,269 |
| Debt-to Equity Ratio | 0.26 | 0.29 | 0.26 | 0.23 | 0.20 | 0.37 | 0.32 | 0.30 | 0.28 | 0.26 |

**Notes:**
This indicator measures the existing level of leveraging of assets, and is used by funders and rating agencies to evaluate the risk of providing additional loans to the utility. The ratio indicates the amount of long-term debt that exists for every $1 of assets (fund equity). A utility with a ratio > 1 has more long-term debt than equity in the system's assets. There are no natural benchmarks for this indicator, and funders and rating agencies will assess this ratio in various ways. In general, the higher this ratio, the more likely the utility will be considered to be over-leveraged and the more difficult it will be for the utility to obtain additional loans. Net Assets are equal to the Net Investment Rate Base of the utility.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Condition of Assets:** | | | | | | | | | | |
| Accumulated Depreciation Expense | 4,973,188 | 5,353,299 | 5,764,496 | 6,184,356 | 6,614,115 | 7,118,125 | 7,770,635 | 8,423,454 | 9,077,201 | 9,731,876 |
| Average Total Plant in Service | 22,697,027 | 23,294,278 | 23,959,777 | 24,234,777 | 24,434,777 | 27,434,777 | 30,434,777 | 30,447,277 | 30,472,277 | 30,497,277 |
| Asset Depreciation | 17.97% | 18.69% | 19.39% | 20.33% | 21.30% | 20.60% | 20.34% | 21.67% | 22.95% | 24.19% |

**Notes:**
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed.
As this ratio approaches 100%, the capital assets become fully depreciated, and infrastructure needs replacement or rehabilitation. The accuracy of this indicator relies heavily on the accuracy of the depreciation schedule, and historic pricing likely distorts this indicator (newer utilities may be slightly disadvantaged as a result).

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Asset Efficiency:** | | | | | | | | | | |
| Total Assets | 22,717,283 | 23,911,785 | 24,061,785 | 24,461,785 | 24,461,785 | 30,461,785 | 30,461,785 | 30,486,785 | 30,511,785 | 30,536,785 |
| Revenue | 1,435,510 | 1,594,916 | 1,678,811 | 1,678,811 | 1,678,811 | 1,678,811 | 1,678,811 | 1,678,811 | 1,678,811 | 1,678,811 |
| Investment to produce $1 Revenue | $ 15.83 | $ 14.99 | $ 14.33 | $ 14.57 | $ 14.57 | $ 18.14 | $ 18.14 | $ 18.16 | $ 18.17 | $ 18.19 |

**Notes:**
This indicator can vary from utility to utility based on several factors. These factors include but are not limited to Utility assets (WWTF, connection to existing system, etc.), types of customers (high strength, dairy, etc.), and size of system.

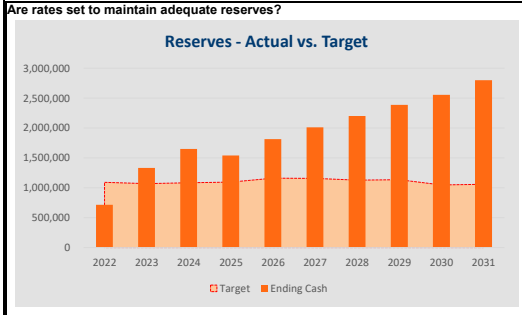
## Table 22
## Sewer Utility Statement of Projected Revenue Bond Coverage
*Village of Kewaskum, WI*

| Year | Total Operating Revenues | Less: Total O&M Expense | Amount Available for Debt Service | Existing Rev Debt Total | Future Rev Debt (2022-2031) Total | Total Sewer Debt Service | Coverage | Debt Service Capacity @ 1.1x |
|---|---|---|---|---|---|---|---|---|
| 2022 | 1,459,010 | (597,594) | 861,416 | 719,436 | - | 719,436 | 1.20 | 63,670 |
| 2023 | 1,618,625 | (615,402) | 1,003,223 | 717,718 | 11,951 | 729,670 | 1.37 | 182,351 |
| 2024 | 1,702,545 | (633,741) | 1,068,804 | 595,777 | 98,420 | 694,197 | 1.54 | 277,443 |
| 2025 | 1,703,541 | (652,629) | 1,050,912 | 595,622 | 107,018 | 702,640 | 1.50 | 252,734 |
| 2026 | 1,703,475 | (672,080) | 1,031,394 | 595,464 | 107,899 | 703,363 | 1.47 | 234,269 |
| 2027 | 1,704,362 | (692,113) | 1,012,250 | 594,852 | 166,169 | 761,021 | 1.33 | 159,206 |
| 2028 | 1,705,063 | (712,744) | 992,319 | 428,543 | 317,305 | 745,848 | 1.33 | 156,260 |
| 2029 | 1,705,756 | (733,991) | 971,765 | - | 528,104 | 528,104 | 1.84 | 355,319 |
| 2030 | 1,706,433 | (755,873) | 950,560 | - | 525,575 | 525,575 | 1.81 | 338,570 |
| 2031 | 1,707,068 | (778,408) | 928,659 | - | 476,514 | 476,514 | 1.95 | 367,722 |
| 2032 | 1,707,899 | (801,617) | 906,281 | - | 476,409 | 476,409 | 1.90 | 347,483 |
| 2033 | 1,708,739 | (825,519) | 883,219 | - | 476,302 | 476,302 | 1.85 | 326,624 |
| 2034 | 1,709,524 | (850,136) | 859,388 | - | 476,193 | 476,193 | 1.80 | 305,069 |
| 2035 | 1,709,524 | (875,640) | 833,884 | - | 476,080 | 476,080 | 1.75 | 281,996 |
| 2036 | 1,709,524 | (901,909) | 807,615 | - | 475,964 | 475,964 | 1.70 | 258,231 |
| 2037 | 1,709,524 | (928,966) | 780,557 | - | 475,845 | 475,845 | 1.64 | 233,752 |
| 2038 | 1,709,524 | (956,835) | 752,688 | - | 475,723 | 475,723 | 1.58 | 208,539 |
| 2039 | 1,709,524 | (985,540) | 752,688 | - | 475,598 | 475,598 | 1.58 | 208,664 |

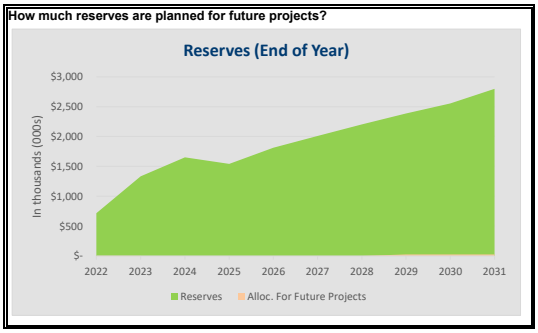
**Notes:**
1) Revenue Coverage determined from 2008 CWF Loan.

## Table 23
## Sewer Utility Long-Range Planning Analysis
*Village of Kewaskum, WI*

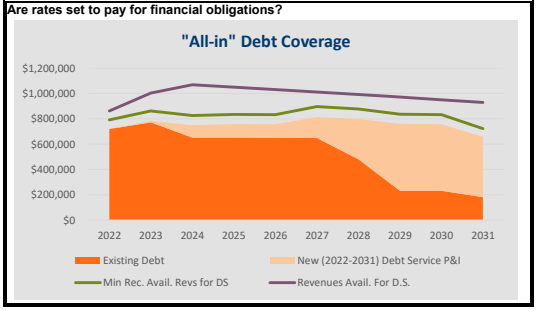
**Are rates set to maintain adequate reserves?**

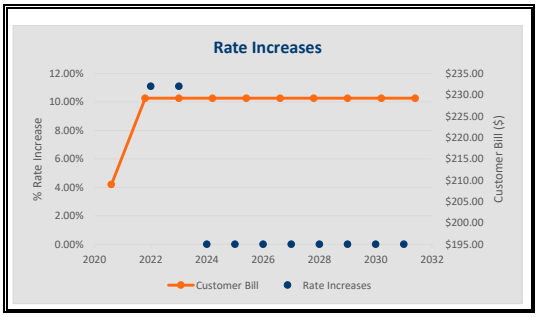



**How much reserves are planned for future projects?**




**Are rates set to pay for financial obligations?**



## Table 24
## Sewer Utility - Equipment Replacement Fund Analysis
*Village of Kewaskum, WI*

| | Actual | | Estimated | Budget | Projected | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| **Fund Activity** | | | | | | | | | | | | | |
| Fund Balance Beginning of the Year [1] | 425,316 | 434,896 | 437,042 | 439,227 | 650,498 | 862,826 | 1,076,215 | 1,290,671 | 1,506,199 | 1,722,805 | 1,731,419 | 1,740,077 | 1,748,777 |
| Deposit to ERF[2] | | | | 209,075 | 209,075 | 209,075 | 209,075 | 209,075 | 209,075 | - | - | - | - |
| Expenditures | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Interest Earnings[3] | 9,580 | 2,146 | 2,185 | 2,196 | 3,252 | 4,314 | 5,381 | 6,453 | 7,531 | 8,614 | 8,657 | 8,700 | 8,744 |
| **End of Year Balance** [1] | **434,896** | **437,042** | **439,227** | **650,498** | **862,826** | **1,076,215** | **1,290,671** | **1,506,199** | **1,722,805** | **1,731,419** | **1,740,077** | **1,748,777** | **1,757,521** |
| **Fund Requirements** | | | | | | | | | | | | | |
| EOY Mechanical Equipment Balance[4] | 5,618,065 | 6,787,018 | 6,787,018 | 6,800,522 | 6,814,026 | 6,964,026 | 6,964,026 | 6,964,026 | 8,464,026 | 8,464,026 | 8,489,026 | 8,514,026 | 8,539,026 |
| Required %[5] | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% | 20% |
| **Required Amount** | **1,123,613** | **1,357,404** | **1,357,404** | **1,360,104** | **1,362,805** | **1,392,805** | **1,392,805** | **1,392,805** | **1,692,805** | **1,692,805** | **1,697,805** | **1,702,805** | **1,707,805** |
| In Compliance | NO | NO | NO | NO | NO | NO | NO | YES | YES | YES | YES | YES | YES |
| Over/(Under) Requirement | (688,717) | (920,362) | (918,176) | (709,606) | (499,979) | (316,590) | (102,134) | 113,394 | 30,000 | 38,614 | 42,271 | 45,972 | 49,716 |

**Notes:**
**1** Source: Audtied Financial Statements
**2** Actuals = estimated from YE less interest earnings. Projected amount to be deposited annually to build into full ERF funding compliance.
**3** 2021 and beyond = estimated interest earnings at 0.5% interest
**4** Source: Current Depreciation Schedule. Equipment, Computers and Vehicles accounts.
**5** Per DNR. https://dnr.wi.gov/Aid/documents/EIF/Guide/replace.html

# Test Year 2022 Sewer Utility Rate Study

## Section 4 — Rate Impact Analysis

## Village of Kewaskum, WI

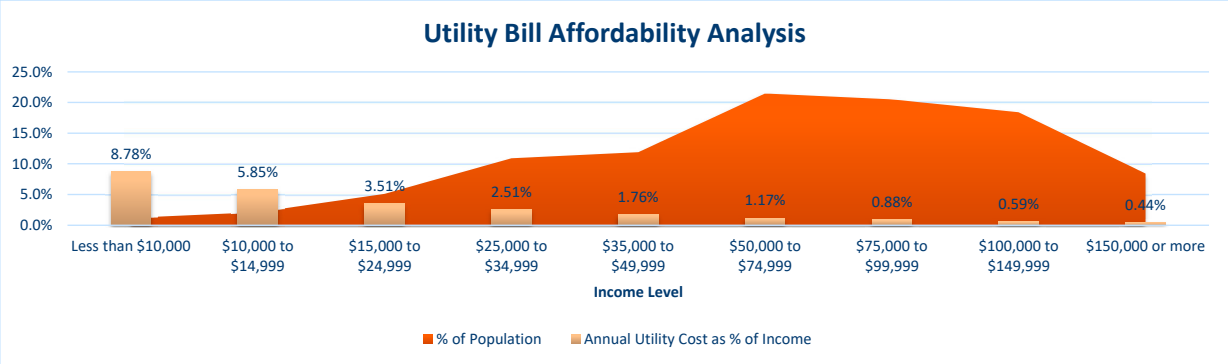
## Table 25
## Projected Impact of CIP on Typical Residential Utility Bill
*Village of Kewaskum, WI*

| Year | Sewer Increase | Sewer Vol. Charge[3] | Sewer User Charge[3] | Utility Bill (Quarterly) | Change Over Prior Year | Utility Bill (Annual) | Change Over Prior Year | % of MHI (65,664) | Year |
|---|---|---|---|---|---|---|---|---|---|
| | | 1,000 Gal | Gen Service | | | | | | |
| 2021 | | 13.28 | 29.41 | $ 188.77 | | $ 755.08 | | 1.15% | 2021 |
| 2022 | 11.10% | 14.75 | 32.68 | $ 209.73 | $ 20.96 | $ 838.93 | $ 83.85 | 1.28% | 2022 |
| 2023 | 11.10% | 14.26 | 32.41 | $ 203.48 | $ (6.26) | $ 813.90 | $ (25.03) | 1.24% | 2023 |
| 2024 | 0.00% | 15.23 | 35.42 | $ 218.18 | $ 14.71 | $ 872.72 | $ 58.82 | 1.33% | 2024 |
| 2025 | 0.00% | 16.21 | 38.42 | $ 232.89 | $ 14.71 | $ 931.54 | $ 58.82 | 1.42% | 2025 |
| 2026 | 0.00% | 16.21 | 38.42 | $ 232.89 | $ - | $ 931.54 | $ - | 1.42% | 2026 |
| 2027 | 0.00% | 16.21 | 38.42 | $ 232.89 | $ - | $ 931.54 | $ - | 1.42% | 2027 |
| 2028 | 0.00% | 16.21 | 38.42 | $ 232.89 | $ - | $ 931.54 | $ - | 1.42% | 2028 |
| 2029 | 0.00% | 16.21 | 38.42 | $ 232.89 | $ - | $ 931.54 | $ - | 1.42% | 2029 |
| 2030 | 0.00% | 16.21 | 38.42 | $ 232.89 | $ - | $ 931.54 | $ - | 1.42% | 2030 |
| 2031 | 0.00% | 16.21 | 38.42 | $ 232.89 | $ - | $ 931.54 | $ - | 1.42% | 2031 |

**Notes:**
1. Current sewer volumetric rate is $13.28 per 1,000 gallons.
2. The sewer facility charges include a qtrly charge of $29.41 for a 5/8" or 3/4" meter.
3. The usage is assumed to be 12,000 Gallons per quarter

**Legend:**
2027 is the final year of the Capital Improvement Plan.

## Table 26
## Projected Impact of CIP on Typical Residential Utility Bill - Affordability
*Village of Kewaskum, WI*




**Notes:**
1) Utility Cost taken as a 5-year average of wastewater bills for an average (5/8"; 12,000 gal./qtr.) Residential User.
2) Village Income Level from U.S. Census Bureau's American Community Survey
3) 8.4% of residential customers are estimated to have less than $25,000 of income. These households will have spent more than 7.63% of their income under the 4-year average for this plan.

FINANCIAL MANAGEMENT PLANNING

# Test Year 2022 Sewer Utility Rate Study

# Appendix A — Phased-In Rate Implementation Analysis

# Village of Kewaskum, WI

EHLERS PUBLIC FINANCE ADVISORS

## Table 11.2 Alternative Rate Summary (Quarterly Charges) Phased-In

*Village of Kewaskum, WI*

| | Current | COS | 7/1/2022 Proposed | 7/1/2023 Proposed | 7/1/2024 Proposed |
|---|---|---|---|---|---|
| **Domestic Sewer Customers** | | | | | |
| Meter Size | | | | | |
| 5/8" or 3/4" | $29.41 | $37.77 | $32.20 | $34.98 | $37.77 |
| 1" | $50.33 | $66.09 | $55.58 | $60.84 | $66.09 |
| 1 1/4" | $79.47 | $109.52 | $89.49 | $99.50 | $109.52 |
| 1 1/2" | $116.55 | $151.06 | $128.05 | $139.56 | $151.06 |
| 2" | $203.97 | $264.36 | $224.10 | $244.23 | $264.36 |
| 3" | $468.86 | $604.24 | $513.99 | $559.11 | $604.24 |
| 4" | $834.42 | $1,057.42 | $908.75 | $983.09 | $1,057.42 |
| 6" | $1,875.46 | $2,265.90 | $2,005.61 | $2,135.75 | $2,265.90 |
| 8" | $3,337.67 | $4,154.15 | $3,609.83 | $3,881.99 | $4,154.15 |
| Volumetric Rate per 1000 Gal | $13.28 | $15.95 | $14.17 | $15.06 | $15.95 |
| **High Strength Industrial** | | | | | |
| BOD Charge per lb. | $2.750 | $3.438 | $2.979 | $3.209 | $3.44 |
| TSS Charge per lb. | $1.170 | $1.397 | $1.246 | $1.321 | $1.40 |
| P Charge per lb. | $14.750 | $17.657 | $15.719 | $16.688 | $17.66 |

## Table 20 Alternative
## Sewer Utility Cash Flow Analysis - Projected 2022-2031
*Village of Kewaskum, WI*

| | Budget | Projected | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| **Revenues** | | | | | | | | | | |
| Total Revenues from User Rates[1] | $1,409,511 | $1,512,139 | $1,622,238 | $1,679,222 | $1,679,222 | $1,679,222 | $1,679,222 | $1,679,222 | $1,679,222 | $1,679,222 |
| **Percent Increase to User Rates[2]** | **7.28%** | **7.28%** | **7.28%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** | **0.00%** |
| **Cumulative Percent Rate Increase** | **7.28%** | **15.09%** | **23.47%** | **23.47%** | **23.47%** | **23.47%** | **23.47%** | **23.47%** | **23.47%** | **23.47%** |
| **Dollar Amount Increase to Revenues** | | **$102,627** | **$110,100** | **$56,984** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| Other Revenues | | | | | | | | | | |
| Interest Income | $3,500 | $3,509 | $3,060 | $3,709 | $3,437 | $4,117 | $4,607 | $5,088 | $5,550 | $5,968 |
| Other Income | $20,000 | $20,200 | $20,402 | $20,606 | $20,812 | $21,020 | $21,230 | $21,443 | $21,657 | $21,874 |
| Total Other Revenues | $23,500 | $23,709 | $23,462 | $24,315 | $24,249 | $25,137 | $25,837 | $26,530 | $27,207 | $27,842 |
| **Total Revenues** | **$1,433,011** | **$1,535,847** | **$1,645,700** | **$1,703,537** | **$1,703,471** | **$1,704,359** | **$1,705,059** | **$1,705,752** | **$1,706,429** | **$1,707,064** |
| **Expenses** | | | | | | | | | | |
| Operating and Maintenance[3] | $597,594 | $615,402 | $633,741 | $652,629 | $672,080 | $692,113 | $712,744 | $733,991 | $755,873 | $778,408 |
| PILOT Payment | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Net Before Debt Service and Capital Expenditures | $835,417 | $920,446 | $1,011,959 | $1,050,908 | $1,031,391 | $1,012,246 | $992,316 | $971,762 | $950,556 | $928,656 |
| Debt Service | | | | | | | | | | |
| Existing Debt P&I | $719,436 | $771,667 | $652,027 | $651,122 | $649,964 | $648,352 | $481,043 | $232,050 | $231,050 | $180,550 |
| New (2022-2031) Debt Service P&I | $0 | $11,951 | $98,420 | $107,018 | $107,899 | $166,169 | $317,305 | $528,104 | $525,575 | $476,514 |
| Total Debt Service | $719,436 | $783,619 | $750,447 | $758,140 | $757,863 | $814,521 | $798,348 | $760,154 | $756,625 | $657,064 |
| Transfer In (Out); Cap. Contrib. | $61,300 | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) | ($1,650) |
| Capital Improvements & COI | $13,504 | $1,203,498 | $152,000 | $400,000 | $0 | $6,022,500 | $0 | $25,000 | $25,000 | $25,000 |
| Bonds Issued/Grants/Aid | $13,504 | $1,603,498 | $152,000 | $0 | $0 | $6,022,500 | $0 | $0 | $0 | $0 |
| **Net Annual Cash Flow** | **$177,282** | **$535,177** | **$259,862** | **($108,882)** | **$271,878** | **$196,075** | **$192,318** | **$184,958** | **$167,281** | **$244,942** |
| Restricted and Unrestricted Cash Balance: | | | | | | | | | | |
| Balance at first of year | $511,386 | $688,667 | $1,223,844 | $1,483,706 | $1,374,824 | $1,646,702 | $1,842,777 | $2,035,095 | $2,220,052 | $2,387,334 |
| Net Annual Cash Flow Addition/(subtraction) | $177,282 | $535,177 | $259,862 | ($108,882) | $271,878 | $196,075 | $192,318 | $184,958 | $167,281 | $244,942 |
| Balance at end of year | $688,667 | $1,223,844 | $1,483,706 | $1,374,824 | $1,646,702 | $1,842,777 | $2,035,095 | $2,220,052 | $2,387,334 | $2,632,276 |

**Notes:**
1) Assumes no changes in customer count or usage beyond Test Year.
2) Assumes 3Q implementation for 2022, 2023, and 2024.
3) Assumes 3.00% annual inflation beyond budget year.

**Legend:**
Increase depicted to maintain with assumed O&M inflation
Increase needed above inflationary adjustment

## Table 21 Alternative
## Sewer Utility Financial Benchmarking Analysis Projected 2022 - 2031
*Village of Kewaskum, WI*

| | Budget | Projected | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
| **Target minimum cash balance** | | | | | | | | | | |
| Target minimum working capital - Ehlers[1] | 1,091,320 | 1,067,318 | 1,084,455 | 1,093,903 | 1,160,578 | 1,154,720 | 1,127,149 | 1,134,561 | 1,046,268 | 1,057,768 |
| Actual Days Cash Available - PSC[2] | 363 | 634 | 740 | 675 | 807 | 834 | 808 | 873 | 928 | 1,009 |
| Actual Days Cash Available - Moody's[3] | (268) | (54) | (30) | (215) | (187) | (163) | (54) | 33 | 139 | 244 |
| Target minimum working capital - S&P[4] | (268) | (54) | (30) | (215) | (187) | (163) | (54) | 33 | 139 | 244 |
| **Actual working capital-cash balance** | 688,667 | 1,223,844 | 1,483,706 | 1,374,824 | 1,646,702 | 1,842,777 | 2,035,095 | 2,220,052 | 2,387,334 | 2,632,276 |
| Over (Under) Ehlers target | (402,652) | 156,526 | 399,251 | 280,921 | 486,125 | 688,057 | 907,946 | 1,085,491 | 1,341,066 | 1,574,508 |
| Over (Under) PSC target (90 days) | 273 | 544 | 650 | 585 | 717 | 744 | 718 | 783 | 838 | 919 |
| Over (Under) Moody's target (150 days) | (418) | (204) | (180) | (365) | (337) | (313) | (204) | (117) | (11) | 94 |
| Over (Under) S&P target (150 days) | (418) | (204) | (180) | (365) | (337) | (313) | (204) | (117) | (11) | 94 |

**Notes:**
1) Target capital equals 6 mos of next year's operating expenses, including depreciation, plus 100% of debt.
2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

| **Rate of Return** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Average Utility Plant in Service | 22,690,275 | 23,274,022 | 23,932,769 | 24,207,769 | 24,407,769 | 27,407,769 | 30,407,769 | 30,420,269 | 30,445,269 | 30,470,269 |
| Less: Utility Plant Accumulated Depreciation | (4,973,188) | (5,353,299) | (5,764,496) | (6,184,356) | (6,614,115) | (7,118,125) | (7,770,635) | (8,423,454) | (9,077,201) | (9,731,876) |
| Average Net Investment Rate Base (NIRB) | 27,663,463 | 28,627,321 | 29,697,265 | 30,392,125 | 31,021,884 | 34,525,894 | 38,178,404 | 38,843,723 | 39,522,470 | 40,202,145 |
| Net Operating Income | 466,755 | 536,826 | 597,702 | 627,340 | 598,194 | 504,120 | 335,199 | 313,855 | 291,259 | 268,012 |
| ROR | 1.69% | 1.88% | 2.01% | 2.06% | 1.93% | 1.46% | 0.88% | 0.81% | 0.74% | 0.67% |
| Typical | 2.50% | | | | | | | | | |

| **Cost Recovery** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Operating Revenues | 1,429,511 | 1,532,339 | 1,642,640 | 1,699,828 | 1,700,034 | 1,700,242 | 1,700,452 | 1,700,665 | 1,700,879 | 1,701,096 |
| Operating Expenses incl. Depr & Amortization | 962,756 | 995,513 | 1,044,938 | 1,072,488 | 1,101,840 | 1,196,122 | 1,365,253 | 1,386,810 | 1,409,620 | 1,433,084 |
| Cost Recovery | 1.48 | 1.54 | 1.57 | 1.58 | 1.54 | 1.42 | 1.25 | 1.23 | 1.21 | 1.19 |
| Cost Recovery w/o Depr. | 2.39 | 2.49 | 2.59 | 2.60 | 2.53 | 2.46 | 2.39 | 2.32 | 2.25 | 2.19 |

**Notes:**
This operating ratio indicates whether operating revenues (mostly charges to customers) were sufficient to cover operations and capital (in the form of depreciation) for the water and/or wastewater utility in the fiscal year. A ratio of < 1 could be a sign of financial concern. In general, this ratio should be > 1 to accommodate future capital investments.

| **Leverage** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Total Long-Term Debt | 5,867,077 | 6,763,172 | 6,262,322 | 5,595,151 | 4,909,821 | 10,232,436 | 9,640,421 | 9,074,129 | 8,500,832 | 8,017,831 |
| Total Net Assets | 22,690,275 | 23,274,022 | 23,932,769 | 24,207,769 | 24,407,769 | 27,407,769 | 30,407,769 | 30,420,269 | 30,445,269 | 30,470,269 |
| Debt-to Equity Ratio | 0.26 | 0.29 | 0.26 | 0.23 | 0.20 | 0.37 | 0.32 | 0.30 | 0.28 | 0.26 |

**Notes:**
This indicator measures the existing level of leveraging of assets, and is used by funders and rating agencies to evaluate the risk of providing additional loans to the utility. The ratio indicates the amount of long-term debt that exists for every $1 of assets (fund equity). A utility with a ratio > 1 has more long-term debt than equity in the system's assets. There are no natural benchmarks for this indicator, and funders and rating agencies will assess this ratio in various ways. In general, the higher this ratio, the more likely the utility will be considered to be over-leveraged and the more difficult it will be for the utility to obtain additional loans. Net Assets are equal to the Net Investment Rate Base of the utility.

| **Condition of Assets:** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Accumulated Depreciation Expense | 4,973,188 | 5,353,299 | 5,764,496 | 6,184,356 | 6,614,115 | 7,118,125 | 7,770,635 | 8,423,454 | 9,077,201 | 9,731,876 |
| Average Total Plant in Service | 22,697,027 | 23,294,278 | 23,959,777 | 24,234,777 | 24,434,777 | 27,434,777 | 30,434,777 | 30,447,277 | 30,472,277 | 30,497,277 |
| Asset Depreciation | 17.97% | 18.69% | 19.39% | 20.33% | 21.30% | 20.60% | 20.34% | 21.67% | 22.95% | 24.19% |

**Notes:**
This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed.
As this ratio approaches 100%, the capital assets become fully depreciated, and infrastructure needs replacement or rehabilitation. The accuracy of this indicator relies heavily on the accuracy of the depreciation schedule, and historic pricing likely distorts this indicator (newer utilities may be slightly disadvantaged as a result).

| **Asset Efficiency:** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Total Assets | 22,717,283 | 23,911,785 | 24,061,785 | 24,461,785 | 24,461,785 | 30,461,785 | 30,461,785 | 30,486,785 | 30,511,785 | 30,536,785 |
| Revenue | 1,409,511 | 1,512,139 | 1,622,238 | 1,679,222 | 1,679,222 | 1,679,222 | 1,679,222 | 1,679,222 | 1,679,222 | 1,679,222 |
| Investment to produce $1 Revenue | $ 16.12 | $ 15.81 | $ 14.83 | $ 14.57 | $ 14.57 | $ 18.14 | $ 18.14 | $ 18.16 | $ 18.17 | $ 18.19 |

**Notes:**
This indicator can vary from utility to utility based on several factors. These factors include but are not limited to Utility assets (WWTF, connection to existing system, etc.), types of customers (high strength, dairy, etc.), and size of system.

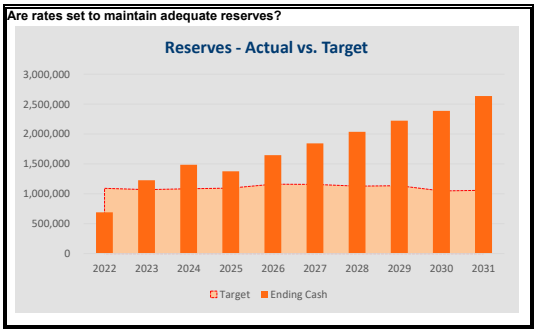
## Table 22 Alternative
## Sewer Utility Statement of Projected Revenue Bond Coverage
*Village of Kewaskum, WI*

| Year | Total Operating Revenues | Less: Total O&M Expense | Amount Available for Debt Service | Existing Rev Debt Total | Future Rev Debt (2022-2031) Total | Total Sewer Debt Service | Coverage | Debt Service Capacity @ 1.1x |
|---|---|---|---|---|---|---|---|---|
| 2022 | 1,433,011 | (597,594) | 835,417 | 719,436 | - | 719,436 | 1.16 | 40,035 |
| 2023 | 1,535,847 | (615,402) | 920,446 | 717,718 | 11,951 | 729,670 | 1.26 | 107,099 |
| 2024 | 1,645,700 | (633,741) | 1,011,959 | 595,777 | 98,420 | 694,197 | 1.46 | 225,765 |
| 2025 | 1,703,537 | (652,629) | 1,050,908 | 595,622 | 107,018 | 702,640 | 1.50 | 252,731 |
| 2026 | 1,703,471 | (672,080) | 1,031,391 | 595,464 | 107,899 | 703,363 | 1.47 | 234,266 |
| 2027 | 1,704,359 | (692,113) | 1,012,246 | 594,852 | 166,169 | 761,021 | 1.33 | 159,202 |
| 2028 | 1,705,059 | (712,744) | 992,316 | 428,543 | 317,305 | 745,848 | 1.33 | 156,257 |
| 2029 | 1,705,752 | (733,991) | 971,762 | - | 528,104 | 528,104 | 1.84 | 355,316 |
| 2030 | 1,706,429 | (755,873) | 950,556 | - | 525,575 | 525,575 | 1.81 | 338,567 |
| 2031 | 1,707,064 | (778,408) | 928,656 | - | 476,514 | 476,514 | 1.95 | 367,719 |
| 2032 | 1,707,895 | (801,617) | 906,278 | - | 476,409 | 476,409 | 1.90 | 347,480 |
| 2033 | 1,708,735 | (825,519) | 883,216 | - | 476,302 | 476,302 | 1.85 | 326,621 |
| 2034 | 1,709,520 | (850,136) | 859,384 | - | 476,193 | 476,193 | 1.80 | 305,066 |
| 2035 | 1,709,520 | (875,640) | 833,880 | - | 476,080 | 476,080 | 1.75 | 281,993 |
| 2036 | 1,709,520 | (901,909) | 807,611 | - | 475,964 | 475,964 | 1.70 | 258,228 |
| 2037 | 1,709,520 | (928,966) | 780,554 | - | 475,845 | 475,845 | 1.64 | 233,749 |
| 2038 | 1,709,520 | (956,835) | 752,685 | - | 475,723 | 475,723 | 1.58 | 208,536 |
| 2039 | 1,709,520 | (985,540) | 752,685 | - | 475,598 | 475,598 | 1.58 | 208,661 |

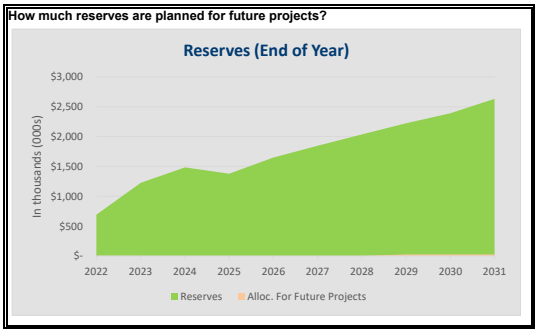
**Notes:**
1) Revenue Coverage determined from 2008 CWF Loan.

## Table 23 Alternative
## Sewer Utility Long-Range Planning Analysis
*Village of Kewaskum, WI*

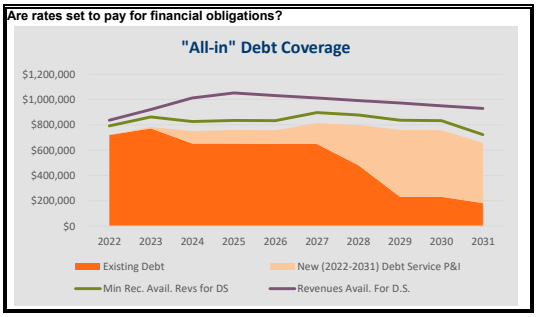
**Are rates set to maintain adequate reserves?**

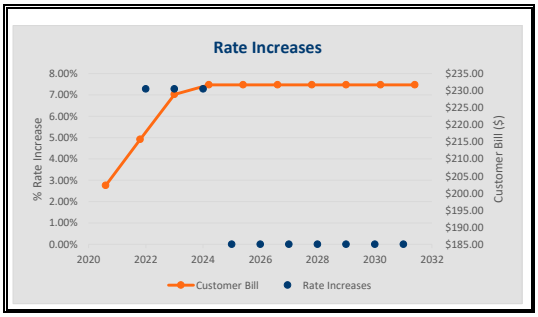



**How much reserves are planned for future projects?**




**Are rates set to pay for financial obligations?**



## Table 25 Alternative
## Projected Impact of CIP on Typical Residential Utility Bill

*Village of Kewaskum, WI*

| Year | Sewer Increase | Sewer Vol. Charge[3] | Sewer User Charge[3] | Utility Bill (Quarterly) | Change Over Prior Year | Utility Bill (Annual) | Change Over Prior Year | % of MHI (65,664) | Year |
|---|---|---|---|---|---|---|---|---|---|
| | | 1,000 Gal | Gen Service | | | | | | |
| 2021 | | 13.28 | 29.41 | $ 188.77 | | $ 755.08 | | 1.15% | 2021 |
| 2022 | 7.28% | 14.17 | 32.20 | $ 202.25 | $ 13.48 | $ 809.00 | $ 53.92 | 1.23% | 2022 |
| 2023 | 7.28% | 15.06 | 34.98 | $ 215.73 | $ 13.48 | $ 862.92 | $ 53.92 | 1.31% | 2023 |
| 2024 | 7.28% | 15.95 | 37.77 | $ 229.21 | $ 13.48 | $ 916.84 | $ 53.92 | 1.40% | 2024 |
| 2025 | 0.00% | 15.95 | 37.77 | $ 229.21 | $ - | $ 916.84 | $ - | 1.40% | 2025 |
| 2026 | 0.00% | 15.95 | 37.77 | $ 229.21 | $ - | $ 916.84 | $ - | 1.40% | 2026 |
| 2027 | 0.00% | 15.95 | 37.77 | $ 229.21 | $ - | $ 916.84 | $ - | 1.40% | 2027 |
| 2028 | 0.00% | 15.95 | 37.77 | $ 229.21 | $ - | $ 916.84 | $ - | 1.40% | 2028 |
| 2029 | 0.00% | 15.95 | 37.77 | $ 229.21 | $ - | $ 916.84 | $ - | 1.40% | 2029 |
| 2030 | 0.00% | 15.95 | 37.77 | $ 229.21 | $ - | $ 916.84 | $ - | 1.40% | 2030 |
| 2031 | 0.00% | 15.95 | 37.77 | $ 229.21 | $ - | $ 916.84 | $ - | 1.40% | 2031 |

**Notes:**
1. Current sewer volumetric rate is $13.28 per 1,000 gallons.
2. The sewer facility charges include a qtrly charge of $29.41 for a 5/8" or 3/4" meter.
3. The usage is assumed to be 12,000 Gallons per quarter

**Legend:**
2027 is the final year of the Capital Improvement Plan.

## BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: A Resolution for the Declaration of Public Necessity and Relocation Order to Construct a Highway Through the Area Generally Bounded By Freistadt Road, Goldendale Road, Interstate 41 and the Wisconsin And Southern Railroad

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

Under the Intergovernmental Agreement between Germantown and Richfield, the route for the sanitary sewer goes through the Freistadt District (generally the area between I-41 and Goldendale Road, north of Freistadt Road and south of the railroad). The IGA further provides that this route is intended to also be a road through the area, with the two Villages equally splitting the cost of the right-of-way acquisition. At the last Village Board meeting, the proposed route for the road/sewer was approved. In order for property acquisitions to begin, the Village must first approve a relocation order. The relocation order for this project is attached.

Under the IGA, Richfield is undertaking lead on work related to the acquisition. Germantown staff has met with Richfield personnel concerning the acquisitions, and they share our hope that the acquisitions will be simple negotiations without having to resort to eminent domain. However, a relocation order would allow the use of eminent domain if negotiations are unsuccessful. Recall that acquiring this right of way is critical to not only complying with the terms of the IGA to provide utility service to Richfield, but also to provide road access and utility service to the Freistadt District.

ATTACHMENT:

1. Resolution Adopting Relocation Order for Freistadt District
2. Freistadt District Relocation Order
3. RW-Highway Relo Order
4. Freistadt District Relocation Order - Interests Acquired Exhibit

RECOMMENDATION:

A motion to approve the Resolution Declaring Public Necessity and Adopting the Reolocation Order as presented. NOTE: At the time of drafting this memo, Germantown staff were waiting on final area calculations for the acquisitions. Once received, the exhibits to the Relocation Order will be updated to reflect the final calculations.

ACTION BY Committee:

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 23-____

A RESOLUTION FOR THE DECLARATION OF PUBLIC NECESSITY AND RELOCATION ORDER TO CONSTRUCT A HIGHWAY THROUGH THE AREA GENERALLY BOUNDED BY FREISTADT ROAD, GOLDENDALE ROAD, INTERSTATE 41 AND THE WISCONSIN AND SOUTHERN RAILROAD

---

WHEREAS, the Village of Germantown has determined it is necessary and in the public interest to construct a highway through the area identified in the Village's Comprehensive Plan as the Freistadt District in the Village of Germantown; and

WHEREAS, the Village Board has determined it necessary to acquire certain lands within the limits of the public improvement project as set forth in the Relocation Order and Right-of-Way Plat, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, this Relocation Order is in accordance with Wis. Stat. §§ 61.34(3), 61.43(3m), 61.36, and 32.05(1) for the purpose of the within described public improvement project; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown, Wisconsin, do hereby approve and adopt this Declaration of Public Necessity and Relocation Order.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be filed with the Washington County Clerk within twenty (20) days of it adoption and final approval.

Introduced by Trustee:

Adopted: _____, 2023 Vote: Ayes: Nays: Absent:

_____
Dean M. Wolter, Village President

ATTEST:

_____
Erin Hirn, Interim Village Clerk

# RELOCATION ORDER

| Project | Municipality | County |
|---|---|---|
| Freistadt District – New Road | Village of Germantown | Washington County |

Description of Termini of Project

The project is located within the Village of Germantown's Freistadt District (as show in the Village's Comprehensive Plan) and contained in the following:

Section 18, Township 9 North, Range 20 East, Washington County, Wisconsin

The project termini are as follows:

Begin: A point located on the Northern right-of-way line of Freistadt Road located approximately 1,370 feet west of the centerline of Goldendale Road continuing north approximately 1,859 feet then westerly approximately 2,558 feet then northerly to a point of termination on the southern right-of-way of the Wisconsin & Southern Railroad.

---

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 61.34(3), 61.34(3m), and 61.36, Wisconsin Statutes, the Village of Germantown orders that:

1. The said highway is laid out and established to the lines and widths as shown on the plat.

2. The required lands or interests in lands as shown on the attached ROW Acquisition Map shall be acquired by the Village of Germantown in the name of the Village of Germantown, pursuant to the provisions of Sections 61.34(3), 61.34(3m) and 61.36 of the Wisconsin Statutes.

3. This order supersedes and amends any previous order issued by the Village.

VILLAGE OF GERMANTOWN ATTEST:

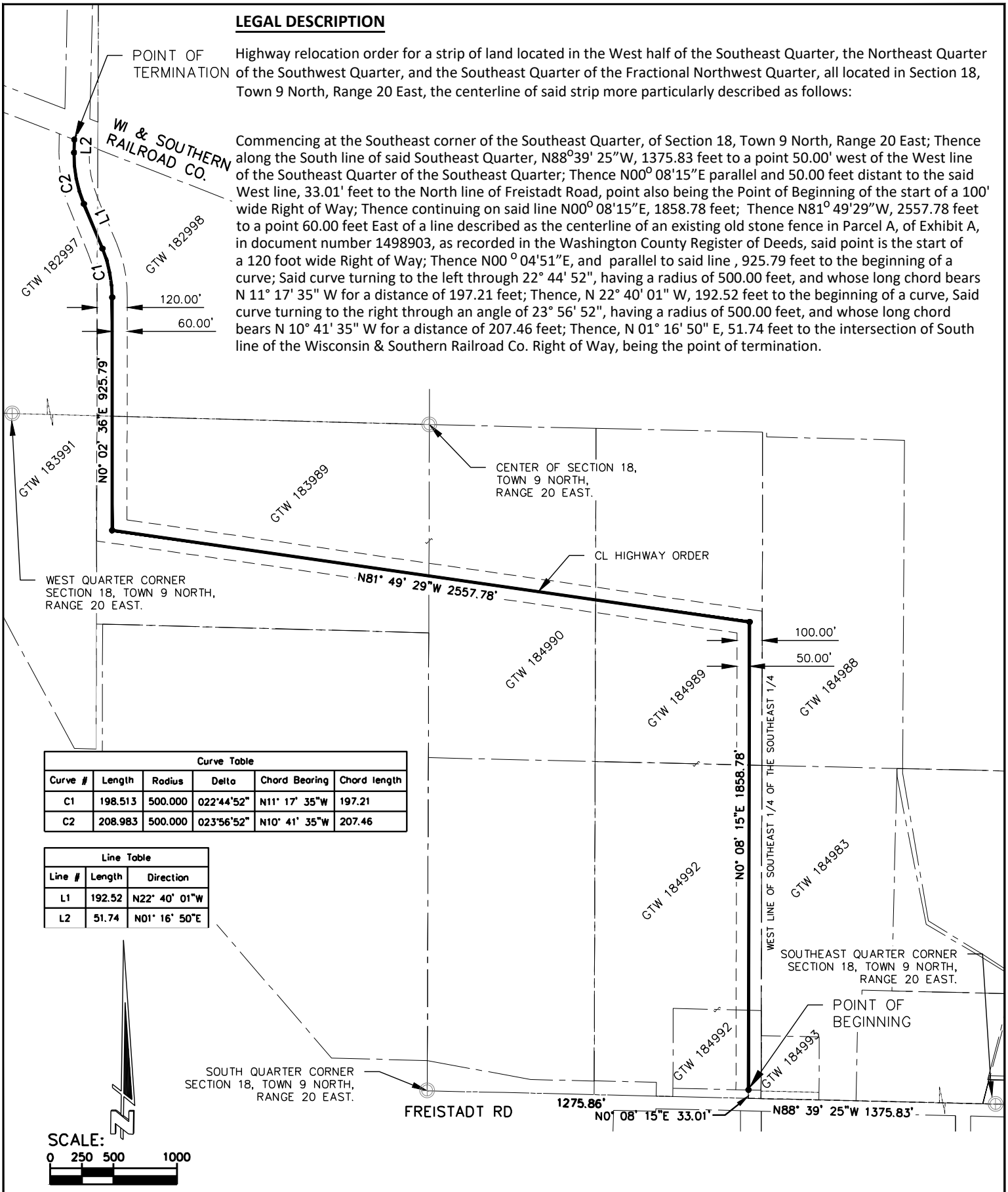
_____ _____

Dean M. Wolter, President (Date) Erin Hirn, Interim Village Clerk

## LEGAL DESCRIPTION

Highway relocation order for a strip of land located in the West half of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Fractional Northwest Quarter, all located in Section 18, Town 9 North, Range 20 East, the centerline of said strip more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter, of Section 18, Town 9 North, Range 20 East; Thence along the South line of said Southeast Quarter, N88°39' 25"W, 1375.83 feet to a point 50.00' west of the West line of the Southeast Quarter of the Southeast Quarter; Thence N00° 08'15"E parallel and 50.00 feet distant to the said West line, 33.01' feet to the North line of Freistadt Road, point also being the Point of Beginning of the start of a 100' wide Right of Way; Thence continuing on said line N00° 08'15"E, 1858.78 feet; Thence N81° 49'29"W, 2557.78 feet to a point 60.00 feet East of a line described as the centerline of an existing old stone fence in Parcel A, of Exhibit A, in document number 1498903, as recorded in the Washington County Register of Deeds, said point is the start of a 120 foot wide Right of Way; Thence N00 ° 04'51"E, and parallel to said line , 925.79 feet to the beginning of a curve; Said curve turning to the left through 22° 44' 52", having a radius of 500.00 feet, and whose long chord bears N 11° 17' 35" W for a distance of 197.21 feet; Thence, N 22° 40' 01" W, 192.52 feet to the beginning of a curve, Said curve turning to the right through an angle of 23° 56' 52", having a radius of 500.00 feet, and whose long chord bears N 10° 41' 35" W for a distance of 207.46 feet; Thence, N 01° 16' 50" E, 51.74 feet to the intersection of South line of the Wisconsin & Southern Railroad Co. Right of Way, being the point of termination.




| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord length |
| C1 | 198.513 | 500.000 | 022°44'52" | N11° 17' 35"W | 197.21 |
| C2 | 208.983 | 500.000 | 023°56'52" | N10° 41' 35"W | 207.46 |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 192.52 | N22° 40' 01"W |
| L2 | 51.74 | N01° 16' 50"E |

| | | |
|---|---|---|
| DRAWN BY: MJR | PROJECT TITLE: HIGHWAY RELOCATION ORDER<br>VILLAGE OF RICHFIELD<br>GERMANTOWN, WI<br>EXHIBIT "A" | CHECKED BY: BJG |
| DATE: JULY 2023 | | JOB NO.: R5771-0016 |
| REFERENCE FILE: PARCEL.DWG | | FIGURE: 2 |
| DRAWING FILE: RW.dwg | | |

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**FREISTADT DISTRICT ROADWAY**

**INTERESTS ACQUIRED**

| PARCEL ID | OWNER | TAX ID NUMBER | AREA ACQUIRED | INTEREST ACQUIRED |
|---|---|---|---|---|
| 1 | Holy Hill Self Storage LLC | GTNV 182-997 | | Fee simple |
| 2 | Freistadt Corp | GTNV 182-998 | | Fee simple |
| 3 | Freistadt Corp | GTNV 183-989 | | Fee simple |
| 4 | Freistadt Corp | GTNV 184-990 | | Fee simple |
| 5 | Elfi Mauch | GTNV 184-989 | | Fee simple |
| 6 | Elfi Mauch | GTNV 184-992 | | Fee simple |

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE**

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: Recreation Trail and Design for East Donges Bay Road Reconstruction Project

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

ATTACHMENT:

1. PWHC_Rec Trail and Donges Bay Road Design 230802

RECOMMENDATION:

ACTION BY Committee:

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

| | |
|---|---|
| MEETING DATE: | August 2, 2023 |
| AGENDA ITEM: | New Business |
| ITEM TITLE: | Recreation Trail and Design for East Donges Bay Road Reconstruction Project |
| SUBMITTED BY: | Steven R. Kreklow- Village Administrator |

SUMMARY EXPLANATION:

Village staff are currently working with engineering consultants from Graef on the design for the reconstruction of Donges Bay Road from Fondu Lac Avenue to Wausaukee Road. The current design includes bike lanes 5' wide to the flange/7' wide to the face of the curb on both sides of the roadway, and a 5' wide sidewalk on the south side of the roadway. Staff did look at other potential configurations that included a wider recreational trail separated from the roadway. However, those options were not pursued due to the presence of wetlands in the right-of-way, flood plains, and significant changes in elevation.

The Parks & Recreation Commission has learned that the City of Mequon is planning a two-way off-road path on the south side of Donges Bay Road from Lemke Park to Wausaukee Road. The Parks & Recreation Commission is recommending that the Village re-visit the Donges Bay Road design to incorporate an 8' wide of road recreational trail in order to match up with the Mequon trail. An off-road trail of this width would not be possible for this entire stretch of Donges Bay Road but could be incorporated for portions of the road. However, there would be an additional cost to the Village, and since permit work has begun and utility relocations have been requested, the construction schedule would be affected.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER ____

RECOMMENDATION:
Direct staff to continue work on Donges Bay Road with a 5' bike path on both sides of the road and a 5'sidewalk off road.

COMMITTEE ACTION:

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE**

MEETING DATE: August 2, 2023

PLACEMENT: Presentation

ITEM TITLE: Update on Interim DPW Director and Recruitment of a New DPW Director and Village Engineer

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. PWHC_Update on DPW Director_Village Engineer

RECOMMENDATION:

ACTION BY Committee:

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

| | |
|---|---|
| MEETING DATE: | August 2, 2023 |
| AGENDA ITEM: | New Business |
| ITEM TITLE: | Update on Interim DPW Director and Recruitment of a New DPW Director and Village Engineer |
| SUBMITTED BY: | Steven R. Kreklow- Village Administrator |

SUMMARY EXPLANATION:

At the June 19th, Village Board meeting, the Board authorized me to enter into agreements with Public Administration Associates (PAA) to provide interim public works director services and to lead the recruitments for a Public Works Director and a Village Engineer. The Board directed that I provide monthly updates to the Public Works & Highways Committee.

Both agreements with PAA have been executed and work has started on both projects. Bruce Stelzner, who was formerly the Highways Commissioner for Chippewa County is the lead for PAA on both projects. Mr. Stelzner started serving as Interim Public Works Director on July 12th and is generally onsite in Germantown Tuesdays, Wednesdays, and Thursdays. He has worked with DPW staff to compile a list of all current projects and meets with staff weekly to confirm progress and identify any issues.

Mr. Stelzner has also started work on the recruitments for both the Public Works Director and Village Engineer positions. He has reviewed job descriptions and salary ranges and has drafted job announcements for both jobs. He will be updating the Village Board on his work so far and making any recommendations for changes to the positions, to the Village Board at their August 7th meeting.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _X___

RECOMMENDATION:
No action is required.

COMMITTEE ACTION:

## BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE

MEETING DATE: August 2, 2023

PLACEMENT: Action Item

ITEM TITLE: Award of Contract - 2023 Water Crossing CIPP

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am presenting the bids for the 2023 Water Crossing CIPP bids for the area in and around Lake Park. As discussed at last year's budget meeting, this project is being undertaken to minimize or eliminate potential damage to these sewer lines and the downstream appurtenances associated with them in the event that they are damaged. These sewer lines run underneath the ponds which store millions of gallons of water, and as such, if they were compromised, would quickly overwhelm downstream facilities which would end up resulting in an SSO (Sanitary Sewer Overflow) which is prohibited by the state and EPA. Project was bid and we obtained bid pricing from three qualified contractors for the work as follows:

| | | |
|---|---|---|
| **Visu-Sewer** | **Pewaukee, WI** | **$290,174.00** |
| Michels Trenchless | Brownsville, WI | $407,240.00 |
| Insituform Technologies | Chesterfield, MO | $513,393.44 |

ATTACHMENT:

1. CIPP Overview
2. CIPP Line Segment Breakdown

RECOMMENDATION:

It is my recommendation to award the 2023 Water Crossing CIPP project to Visu-Sewer for the amount of $290,174.00 and also approve a ten percent contingency of $29,017.40 for a grand total of $319,191.40. This dollar amount exceeds the budgeted line item 60-180-183-3140 (Interceptor Mains and Accessories) by $49,191.40. It is my recommendation to use the $270,000 budgeted in 60-180-183-3140 and offset the remaining $49,191.40 from 60-180-182-3110 Collection System I/I Capital Projects and forward a positive recommendation to the Village Board for the amount not to exceed $319,191.40.

ACTION BY Committee:

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

## Village of Germantown GIS

**DISCLAIMER:**

**This map is not a survey of the actual boundary of any property this map depicts.**

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1 = 296'

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

Print Date: 6/14/2023

| | Line Segment | Length (l.f.) | Diameter | Condition | Access Location | Material |
|---|---|---|---|---|---|---|
| 1 | SA223-040_SA363-043 | 276 | 30 | Good | Easement Western Ave. | IV RCP |
| 2 | SA223-049_SA223-053 | 348 | 30 | Good | Easement Division Road | IV RCP |
| 3 | SA223-053_SA223-054 | 152 | 30 | Good | Easement Division Road | IV RCP |
| 4 | SA223-059_SA223-053 | 310 | 15 | Good | Easement Division Road | RCP |
| 5 | SA223-074_SA223-069 | 122 | 10 | Fair | Easement Driftwood CT. | VCP |
| 6 | SA223-069_SA223-062 | 340 | 12 | Fair | Easement Driftwood CT. | VCP |
| | TOTALS | 1548 | | | | |